

THIS INSTRUMENT PREPARED BY:

JEFFREY R. MARGOLIS, ESQ.
BERGER SINGERMAN LLP
350 EAST LAS OLAS BLVD., SUITE 1000
FORT LAUDERDALE, FLORIDA 33301

AFTER RECORDING RETURN TO:

FOUNDERS TITLE
5100 WEST COPANS ROAD, SUITE 600
MARGATE, FL 33063

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3850126 06/28/2013 at 10:16 AM
OR BOOK 3533 PAGE 2263 - 2267 Doc Type: DECCOND
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**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR TOWNPARK**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TOWNPARK (this "**Fifth Amendment**") is made by Minto TownPark, LLC, a Florida limited liability company ("**Minto**"), and joined in by TownPark Master Association, Inc., a Florida not-for-profit corporation ("**Association**") and Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent.

RECITALS

- A. That certain Declaration of Covenants, Restrictions and Easements for TownPark was recorded in Official Records Book 2708, Page 1709 of the Public Records of Saint Lucie County, Florida (the "**Original Declaration**") respecting the community known as TownPark.
- B. The Original Declaration was amended by the Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 2964, Page 2813, the Second Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3015, Page 1510, the Third Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3281, Page 2063, and the Fourth Amendment to Declaration of Covenants, Restrictions and Easements for TownPark and Amendment to By-Laws of TownPark Master Association, Inc. recorded in Official Records Book 3408, Page 1352, all in the Public Records of Saint Lucie County, Florida (each an "**Amendment**" and collectively the "**Amendments**").
- C. Section 13.5 of the Original Declaration provides that so long as there exists a Class B Membership in the Association, Minto as Declarant, shall have the right to amend the Original Declaration in any manner which does not have a material adverse affect upon rights of an Institutional Mortgagee without the joinder or consent of any person or entity whatsoever.
- D. Class B Membership in the Association still exists, and this amendment will not have a material adverse affect upon the rights of an Institutional Mortgagee.

E. Minto as Declarant desires to amend the Original Declaration as set forth in this Fifth Amendment.

NOW THEREFORE, Declarant hereby declares that every portion of the Project is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions set forth in this Fifth Amendment.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fifth Amendment.

2. Conflicts. In the event that there is a conflict between this Fifth Amendment and the Original Declaration or the Amendments, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified by this Fifth Amendment, the Original Declaration and Amendments shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are hereby modified as follows:

“Declaration” shall mean the Original Declaration, the Amendments and this Fifth Amendment, together with all amendments and modifications thereof.

4. Signs. Sections 4.1(H)(1)-(4) of the Original Declaration are deleted and replaced with the following:

No signs (including brokerage, for sale, for rent, or for lease signs), advertisements, notices, banners or other lettering shall be exhibited, displayed, inscribed, painted, affixed or otherwise shown in or upon any part of the Project that is visible from the outside and no signs may be placed in the window of a Dwelling Unit; provided, however, signs required by governmental agencies and approved by the ARC and in accordance with the Tradition Project Documents may be displayed (e.g. permit boards). Notwithstanding the foregoing, signs not exceeding one (1) square foot provided by a security or alarm company may be displayed within ten (10) feet of the entrance to a Dwelling Unit, and window stickers provided by a security or alarm company may be displayed on the windows of a Dwelling Unit. Declarant and its Affiliates are exempt from this Section.

5. Driveways. No surface or other applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern as well as any approval required by the Tradition Project Documents and appropriate governmental agencies. No extension or modification of a driveway shall be made, and the width of a driveway may not be changed, without the prior written approval of the ARC and appropriate governmental agencies as well as any approval required by the Tradition Project Documents; provided, however, the width of a driveway may only be extended a maximum of three (3) feet (one and one half (1½) feet on either side), and such extension may include the portion of the driveway located between the sidewalk adjacent to the Dwelling Unit and the street curb and/or the portion of the driveway located adjacent to the front Lot line to the adjacent road or street. In addition to maintaining the driveway of a Dwelling Unit, the Owner shall be responsible for the maintenance of any extension or modification to a driveway.

No oil stains, stains or weeds are permitted on driveways, and Owners shall be responsible for removing any oil or other stains on driveways.

6. Covenant. This Fifth Amendment shall be a covenant running with the land.

10th IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this day of June, 2013.

WITNESSES:

MINTO TOWNPARK, LLC,
a Florida limited liability company

[Signature]
Print Name: Thaurice E. Berry II

[Signature]
By: _____
Name: John F. Carter
Title: Vice President

[Signature]
Print Name: JANET J. KROLL

{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10th day of June, 2013 by John F. Carter as Vice President of MINTO TOWNPARK, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires: 2-13-16

[Signature]
NOTARY PUBLIC, State of Florida

Print name: Laura LaFauci



JOINDER

TOWNPARK MASTER ASSOCIATION, INC.

TownPark Master Association, Inc. ("Association") does hereby join in the Fifth Amendment to the Declaration of Covenants, Restrictions and Easements for TownPark (the "Fifth Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Fifth Amendment, as Association has no right to approve the Fifth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10th day of June, 2013.

WITNESSES:

TownPark Master Association, Inc., a Florida not for profit corporation

M. E. Bery, III
Print Name: Maurice E. Bery, III

Janet J. Kroll
Print Name: Janet J. Kroll

John F. Carter
By: _____
Name: John F. Carter
Title: Pres. of Association

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10th day of June, 2013 by John F. Carter, as President of TownPark Master Association, Inc., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires: 2-13-16



Laura LaFauci
NOTARY PUBLIC, State of Florida
Print Name Laura LaFauci

CONSENT

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent ("Wells Fargo"), the owner and holder of a certain Amended and Restated Mortgage and Security Agreement dated February 14, 2008, recorded February 15, 2008, in Official Records Book 2939, Page 83 together with Financing Statement Form UCC-1 recorded February 15, 2008 in Official Records Book 2939, Page 143; Absolute Assignment of Leases and Rents recorded February 15, 2008 in Official Records Book 2939, Page 189; and Assignment of Agreements Affecting Real Estate recorded February 15, 2008 in Official Records Book 2939, Page 239, all of the Public Records of Saint Lucie County, Florida (as amended from time to time, the "Mortgage") which encumbers the real property described in Exhibit A to the Original Declaration, does hereby join in and consent to the Fifth Amendment to the Declaration of Covenants, Restrictions and Easements for TownPark ("Amendment"), to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned consents to the recordation of the Amendment.

Wells Fargo makes no warranty or any representation of any kind or nature concerning the Amendment, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of TownPark, and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Amendment or other documents used in connection with the promotion of TownPark. None of the representations contained in the Amendment or other documents shall be deemed to have been made by Wells Fargo, nor shall they be construed to create any obligations on Wells Fargo to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Wells Fargo as set forth in the Mortgage or in the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 20th day of June, 2013.

WITNESSES:

Wells Fargo Bank, N.A., successor-by merger to Wachovia Bank, National Association, as Administrative Agent

Sandra K. Clements
Print Name: SANDRA K. CLEMENTS

Jason Will
Print Name: Jason Will

By: Beverly J. Matter
Name: Vice President
Title: Beverly J. Matter
{SEAL}

STATE OF Florida)
COUNTY OF Hillsborough) SS.:

The foregoing instrument was acknowledged before me this 20th day of June, 2013 by Beverly J. Matter as Vice President of Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association, as Administrative Agent who is personally known to me or who produced _____ as identification.

My commission expires:

Sandra K. Clements
NOTARY PUBLIC, State of _____
Print name: _____

