

THIS INSTRUMENT PREPARED BY  
AFTER RECORDING RETURN TO:

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

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR TOWNPARK**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TOWNPARK (this "**Seventh 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 ("**Master Association**") and Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Master 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, 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, the Fifth Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3533, Page 2263, and the Sixth Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3857, Page 261, all in the Public Records of St. Lucie County, Florida (each an "**Amendment**" and collectively the "**Amendments**").
- C. Section 2.4 of the Original Declaration provides that Minto, as Declarant, has the right, in its sole and absolute discretion and without the consent of any other party, to submit or to cause to be submitted Additional Property (as defined in the Original Declaration) to be part of the Project and

subject to the encumbrance, operation and effect of the Original Declaration by recording an amendment to the Original Declaration.

D. Section 13.5 of the Original Declaration provides that so long as there exists a Class B Membership in the Master Association, Minto as Declarant, shall have the right to amend the Original Declaration in any manner which does not have a material adverse effect upon rights of an Institutional Mortgagee without the joinder or consent of any person or entity whatsoever.

E. Class B Membership in the Master Association still exists and this amendment will not have a material adverse effect upon the rights of an Institutional Mortgagee.

F. Minto as Declarant desires to amend the Original Declaration as set forth in this Seventh 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 Seventh Amendment.

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

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

3. Definitions. All initially capitalized terms not defined in this Seventh Amendment 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 Seventh Amendment, together with all amendments and modifications thereof.

4. Additional Property. Exhibits "A" and "B" of the Original Declaration are hereby amended to add the property described on **Exhibit 1** to this Seventh Amendment (the "Additional Property"). The Project is comprised of the property described on (a) Exhibit "A" of the Original Declaration and (b) the Additional Property. The Additional Property, which is designated as Residential Property pursuant to Article 3 of the Original Declaration, is subject to the Declaration, including all covenants, conditions and restrictions contained in the Declaration, as though the Additional Property were originally described in the Declaration as a portion of the Project and is under the jurisdiction of the Association. All references to "Project" and "Residential Property" in the Original Declaration and Amendments shall include the Additional Property.

5. Covenant. This Seventh Amendment shall be a covenant running with the land.

19th IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this day of September, 2018.

**WITNESSES:**

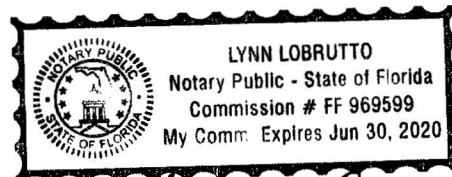
[Signature]  
Print Name: Nelson Souquet

[Signature]  
Print Name: Leonard Grevers

**MINTO TOWNPARK, LLC,**  
a Florida limited liability company

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

STATE OF FLORIDA )  
COUNTY OF Palm Beach )SS.:



{SEAL}

The foregoing was acknowledged before me this 19th day of Sept, 2018 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: 6-30-2020

[Signature]  
NOTARY PUBLIC, State of Florida  
Print name: Lynn LoBrutto

# JOINDER

## TOWNPARK MASTER ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19<sup>th</sup> day of September, 2018.

WITNESSES:

**TOWNPARK MASTER ASSOCIATION, INC.,**  
a Florida not for profit corporation

Nelson Bennett  
Print Name: Nelson Bennett

Leolani Gevers  
Print Name: Leolani Gevers

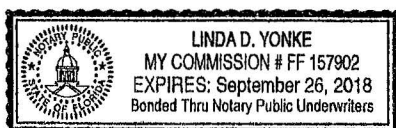
John F. Carter  
By: John F. Carter  
Name: John F. Carter  
Title: President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Broward ) SS.:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Sept, 2018 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:



Linda D. Yonke  
NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

# CONSENT

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Master 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 Seventh 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 13<sup>th</sup> day of September, 2018.

## WITNESSES:

Tina Riechman  
Print Name: TINA RIECHMAN

Kathryn C Bateman  
Print Name: Kathryn C. Bateman

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

By: Susan S. Beauregard  
Name: Susan S. Beauregard  
Title: Senior Vice President

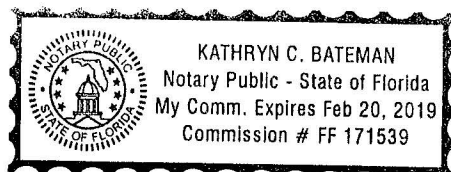
{SEAL}

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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2018 by Susan S. Beauregard as SVP of Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Master Association, as Administrative Agent who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

Kathryn C Bateman  
NOTARY PUBLIC, State of FL  
Print name: Kathryn C. Bateman



**EXHIBIT 1**

**ADDITIONAL PROPERTY**

ALL OF LAKEPARK AT TRADITION - PLAT 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 74, PAGES 20 THROUGH 33 INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND

ALL OF LAKEPARK AT TRADITION - PLAT 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 78, PAGES 1 THROUGH 10 INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.