

THIS INSTRUMENT PREPARED BY:

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AFTER RECORDING RETURN TO:

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

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TOWNPARK (this "**Sixth 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, and 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, and the Fifth Amendment to Declaration of Covenants, Restrictions and Easements for TownPark recorded in Official Records Book 3533, Page 2263, all in the Public Records of St. 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 Master 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 Master 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 Declarationas set forth in this Sixth 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 hereinafter set forth.

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

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

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

4. Leases. The following provisions regarding the Master Association’s right to approve leases, licenses and occupancy agreements are added to the Original Declaration, which provisions shall apply to all leases, license and occupancy agreements for Dwelling Units entered into after the date of this Sixth Amendment and all renewals of existing leases, licenses and occupancy agreements after the date of this Sixth Amendment.

4.1 Leases, Licenses and Occupancy Agreements. Dwelling Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. Individual rooms of a Dwelling Unit may not be leased or licensed for occupancy on any basis. No transient tenants may be accommodated in a Dwelling Unit. All leases, licenses or occupancy agreements shall be in writing and a copy of all such leases, licenses or occupancy agreements shall be provided to the Master Association. All leases, licenses and occupancy agreements shall be on forms approved by the Master Association and shall provide (and if not so provided shall be deemed to provide) that the Master Association shall have the right to terminate the lease, license or occupancy agreement upon default by the tenant or occupant in observing any of the provisions of the Project Documents or other applicable provisions of any agreement, document or instrument governing the Project or administered by the Master Association. Owners are responsible for providing their tenants and other occupants with copies of all Project Documents and other applicable documents or instruments governing the Project at such Owner’s sole cost and expense. Each Owner shall be jointly and severally liable with the tenant, licensee or occupant to the Master Association for all costs incurred by Master Association for the repair of any damage to Master Common Areas or to pay any claim for injury or damage to property caused by tenants, licensees or occupants. The

Master Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by the Master Association of a proposed lease, license or occupancy of a Dwelling Unit, the Master Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by the Master Association. The security deposit shall protect against damages to the Master Common Areas. A security deposit held by the Master Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Master Association may also charge a reasonable fee to offset the costs of a background check on a proposed tenant, licensee or occupant. All leases, licenses and occupancy agreements shall also comply with and be subject to the Tradition Project Documents and any applicable Village Declaration. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Dwelling Unit receives in-home care by a professional caregiver residing within the Dwelling Unit.

4.2 Leases, License Agreements and Occupancy Agreements Subject to Approval. No Owner may transfer possession of a Dwelling Unit or otherwise dispose of a Dwelling Unit or any interest therein by lease, license, or occupancy agreement for any period without approval of the Master Association except as otherwise provided herein. The renewal of any lease, license or occupancy agreement including any lease, license or occupancy agreement previously approved by the Master Association, shall be re-submitted for approval by the Master Association, which approval shall not be unreasonably withheld. No Owner may transfer possession of a Dwelling Unit or any interest therein by lease, license or occupancy agreement for any period until such Owner is current in payment of all Assessments due to the Master Association under the terms of the Declaration, and the Master Association shall have the right to withhold approval of any lease, license or occupancy agreement until such time as the Owner is current in payment of such Assessments.

4.3 Notification of Approval. Upon approval of a lease, license, or occupancy of a Dwelling Unit, the Owner receiving such approval shall provide notice of the approval to the Tradition Community Association and any applicable Village Association within ten (10) days of receipt of the approval.

4.4 Approval by Master Association. An Owner intending to enter into a bona fide lease, license or occupancy agreement of his, her or its Dwelling Unit by lease, license, or occupancy agreement shall give to the Master Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and written notice pursuant to a form approved by Master Association of such intention, together with the name and address of the intended lessee, licensee or occupant, and such other information concerning the intended lessee, licensee or occupant as the Master Association may reasonably require, and an executed copy of the proposed lease, license or occupancy agreement, which lease, license or occupancy agreement shall provide that it is subject to approval by the Master Association.

4.5 Certificate of Approval. Within thirty (30) days after receipt of the written notice as provided in Section 4.1 above and all information required by it, the Master Association must either approve or disapprove the proposed lease, license or occupancy agreement. If approved, the approval shall be stated in a certificate executed by the proper officers of Master Association and shall be delivered to the Owner.

4.6 Disapproval by Master Association. In exercising its power of disapproval of a lease, license or occupancy agreement of a Dwelling Unit, the Master Association shall act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, use and enjoyment of other Owners and occupants and proper operation of the Project and the purposes as set forth herein. Although an Owner complies with the foregoing requirements, the Master Association may disapprove of the lease, license or occupancy agreement. If the Master Association disapproves a lease, license or occupancy agreement, then the Owner may not lease, license or allow occupancy of the Dwelling Unit to the intended lessee, licensee or occupant for whom the Owner sought approval.

4.7 Unauthorized Lease, License or Occupancy Agreement. Any lease, license or occupancy agreement which is not authorized pursuant to the terms of this Sixth Amendment shall be void unless subsequently approved by the Master Association.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 6th day of April, 2016.

WITNESSES:

Eliana Intert
Print Name: ELIANA INTERT
Linda Tonke
Print Name: LINDA TONKE

MINTO TOWNPARK, LLC,
a Florida limited liability company

By: [Signature]
Name: JOHN F. CARTER
Title: vice president

{SEAL}

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

The foregoing was acknowledged before me this 6th day of April, 2016 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: 2-13-2020



Laura LaFauci
NOTARY PUBLIC, State of Florida
Print name: Laura LaFauci

JOINDER

TOWNPARK MASTER ASSOCIATION, INC.

TownPark Master Association, Inc. ("Master Association") does hereby join in the Sixth Amendment to the Declaration of Covenants, Restrictions and Easements for TownPark (the "Sixth 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 Sixth Amendment, as the Master Association has no right to approve the Sixth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6th day of April, 2016.

WITNESSES:

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

Elliana Nunez
Print Name: ELLIANA NUNEZ

Linda Yonke
Print Name: LINDA YONKE

By: [Signature]
Name: JANET J. KROLL
Title: vice president

{SEAL}

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 6th day of April, 2016 by Janet J. Kroll, as Vice 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: 2-13-2020



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

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 Sixth 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 11th day of April, 2016.

WITNESSES:

Jenlyn Frattini
Print Name: Jenlyn Frattini

Sandra Garcia
Print Name: Sandra Garcia

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

By: [Signature]
Name: Beverly J. Matter
Title: Vice President

{SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) SS.:

The foregoing instrument was acknowledged before me this 11th day of April, 2016 by _____ as _____ 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:

Sandra Garcia
NOTARY PUBLIC, State of FLORIDA
Print name: Sandra Garcia

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