

Return to: (enclose self-addressed stamped envelope)

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This Instrument Prepared by:

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NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH

THIS NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH ("Ninth Amendment") is made this 24th day of December, 2019, by **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation ("Declarant").

WHEREAS, that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade Golf & Country Club at Lakewood Ranch was recorded September 6, 2013, in Official Records Book 2489, Page 2080, of the Public Records of Manatee County, Florida, as the same has been amended and/or supplemented (the "Declaration"); and

WHEREAS, for clarification, no Sixth Amendment to the Declaration has been recorded in the Public Records of the County and the amendments to the Declaration skip from the Fifth Amendment to the Seventh Amendment; and

WHEREAS, Declarant is desirous of further amending the Declaration; and

WHEREAS, the Declaration provides in Article XIV, Section 8, that until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Club's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Esplanade Golf & Country Club at Lakewood Ranch; and

WHEREAS, the Turnover Date has not occurred as of the date of this Ninth Amendment; and

WHEREAS, this Ninth Amendment does not materially impair the common plan of development of Esplanade Golf & Country Club at Lakewood Ranch.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The definitions provided in the Declaration are incorporated herein by reference.
3. Any references to Exhibit "L" in the Declaration were inadvertently included as a scrivener's error and are hereby deleted.
4. Section 2A of Article II of the Declaration is hereby amended to read as follows:

A. Amenity Center. Esplanade is planned to contain one (1) active Amenity Center and one (1) clubhouse (together, the "Amenity Center"). **For purposes of clarification, the Amenity Center shall include, without limitation, those areas commonly referred to as the pools, wellness center (including pools), culinary center, "Bahama Bar", sports center, messina loop pool, tennis courts, pickle ball courts, bocce ball courts, parking lots, dog parks and children's play area.** The Amenity Center shall be part of the Club Property and shall be used for recreational purposes by the Club, and the Owners and their family members, guests, invitees and tenants. Such portions, if any, of the Amenity Center upon which Declarant has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. The Amenity Center shall always be kept and maintained by the Club for recreational uses or beautification and attendant uses (e.g., parking spaces within any of the Amenity Center shall be used for proper purposes by those using the recreational facilities but only while using such facilities), and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Amenity Center shall be maintained, administered, operated and ultimately owned by the Club. **As part of branding the Club, Declarant has included in the Amenity Center the "Bahama Bar-Tiki Bar" and the "Koquina Sands Spa" and these brands may not be rebranded, changed, or eliminated from the Club without Declarant's prior written consent.**

4. Section 3 of Article II of the Declaration is hereby amended to read as follows:

Section 3. GOLF PROPERTY. The Club shall operate, maintain and, when deeded by Declarant, hold record legal title to the Golf Property. The Golf Property consists of the golf course, golf cart facilities, maintenance facilities, and other facilities and property directly related to the golf course and designated by Declarant as Golf Property **including, without limitation those areas commonly referred to as the cart paths, two restroom buildings, the cart barn and the fuel and fertilizer storage sheds.** The Board of Directors may promulgate reasonable rules and regulations regarding use of the Golf Property consistent

with the Esplanade Documents. Use of the Golf Property shall be available to all Golf Members and their invitees, guests, family members and tenants, on a non-exclusive basis subject to the rules and the Esplanade Documents. THE COSTS OF OPERATING AND MAINTAINING THE GOLF PROPERTY AND THE FACILITIES LOCATED THEREON, OR CONNECTED THEREWITH, SHALL BE ASSESSED AGAINST THE GOLF MEMBERS ONLY AND GOLF MEMBER LOTS. THE COSTS OF RESERVES FOR REPAIRING AND REPLACING THE GOLF PROPERTY AND THE FACILITIES LOCATED THEREON, OR CONNECTED THEREWITH, SHALL BE ASSESSED AGAINST ALL MEMBERS AND ALL LOTS. The Club shall have, without limitation, the following powers:

A. To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, pro shop or other facility on the Golf Property to a third party.

B. To restrict or prohibit the recovery of lost golf balls on and around the golf course and in water hazards and to sell or assign the exclusive right to do so to commercial enterprises.

C. To restrict or prohibit use of the cart paths, and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf.

D. To employ personnel as the Club shall determine to be necessary or desirable for the Golf Property.

To acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

5. Section 4 of Article II of the Declaration is hereby amended to read as follows:

DECLARANT, THE STEWARDSHIP DISTRICT AND THE CLUB SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE AMENITY CENTER, WELLNESS CENTER, MESSINA LOOP POOL, THE LAKES, AND/OR ANY OTHER PORTIONS OF THE CLUB PROPERTY OR GOLF PROPERTY. ANY INDIVIDUAL USING THE AMENITY CENTER, THE LAKES, AND/OR ANY OTHER PORTIONS OF THE CLUB PROPERTY OR GOLF PROPERTY SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT, THE STEWARDSHIP DISTRICT AND THE CLUB HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING FROM SUCH USE.

6. Section 1G of Article IX of the Declaration is hereby amended to read as follows:

G. The Club shall be responsible for the maintenance, care and replacement of the lawn encompassed within the Lot, except as otherwise provided in Article X, Section 18 hereof. "Maintenance, care and replacement" within the meaning of this subsection shall include, mowing, edging, fertilizing and spraying of lawns, and, **at the discretion of the Board**, replacement of landscaping and sod.

7. Section 2 of Article XIV of the Declaration is hereby amended to read as follows:

NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Club at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Club, certified mail, return receipt requested, at ~~551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232~~, **12825 Malachite Dr., Lakewood Ranch, FL 34211** or such other address as the Club shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232, or such other address or addresses as Declarant shall hereafter notify the Club of in writing, any such notice to the Club of a change in Declarant's address being deemed notice to the Owners.

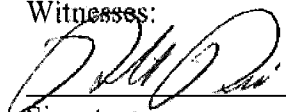
(words struck through are deleted; words **bolded and double-underlined** are added)

8. This Ninth Amendment shall become effective upon recording amongst the Public Records of Manatee County, Florida.

9. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed this Ninth Amendment as of the day and year first above written.

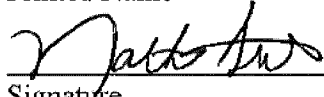
Witnesses:



Signature

ROBERT PRICE

Printed Name



Signature

Nathan Still

Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: 

Printed Name: TIM MARTIN

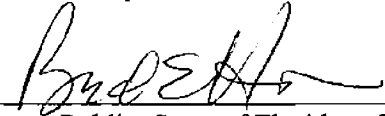
Title: VP, Land Resources

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STATE OF FLORIDA)
) SS
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by TIM MARTIN, as VPLAND of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of December, 2019.



Notary Public, State of Florida at Large

My Commission Expires: 2/28/2023

