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**This Instrument Prepared by:**

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

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH ("First Amendment") is made this 8th day of October, 2014, 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 (the "Declaration"); and

WHEREAS, Declarant is desirous of amending the leasing provisions of the Declaration; and

WHEREAS, the Declaration provides in Article XIII, 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 of Naples; and

WHEREAS, this First 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. Article X, Section 7, of the Declaration is hereby amended to read as follows:

Section 7. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases must be in writing and shall have a term of no less than one (1) month. ~~No Owners of single-family detached Homes may not lease their his or her~~ Home more than four (4) times in any 12-month period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term. **Owners of Condominium Units may not lease their Home more than five (5) times in any 12-month period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term.** No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said ~~one (1) month~~ **three (3) months**, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Declarant, its Affiliates, or Persons Declarant approves, in connection with their development, construction, or sale of property in Esplanade. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Club shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Esplanade Documents and to the Club to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Club whether before or after such lease was entered into.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Club in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Club with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

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

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

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

