

Return to: (enclose self-addressed stamped envelope)

Name:

Angela Tompkins, Paralegal

Address:

Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

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

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH ("Fourth Amendment") is made this 23rd day of MARCH, 2016, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant"), and is joined in by SMR North 70, LLC, a Florida limited liability company ("Mortgagee").

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, the Declaration provides in Article IV, Section 10, that Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant; and

WHEREAS, Declarant is desirous of amending the Declaration to grant golf course easements within the Property; 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 at Lakewood Ranch; and

WHEREAS, Esplanade Golf & Country Club at Lakewood Ranch, Inc., a Florida corporation not-for-profit (the "Club"), is responsible for (i) the administration of the Club Property located within Esplanade Golf & Country Club at Lakewood Ranch and (ii) the maintenance of the Golf Course and Drainage Easement, the Club hereby joins in and consents to the recording of this Fourth Amendment and accepts the maintenance responsibilities set forth in this Fourth Amendment; and

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

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

WHEREAS, Mortgagee is joining in and consenting to this Fourth Amendment as the owner and holder of the "Mortgages" (as defined in the attached Mortgage's Consent).

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 IV, Section 6, of the Declaration is hereby amended to add a new subsection N as follows:

N. Golf Course and Drainage Easement. A perpetual non-exclusive easement across the land described as "15.00' D.E." on that certain plat of Esplanade, Phase IV, recorded in Plat Book 59, Pages 7 through 14, of the Public Records of Manatee County, Florida ("Golf Course and Drainage Easement") for the purposes of accessing, locating, maintaining repairing and replacing drainage areas, drainage facilities, irrigation lines, sprinkler heads and related facilities for irrigation of the golf course, together with a flowage easement across such area for the benefit of Esplanade Golf & Country Club and the Golf Property. Declarant reserves unto itself, its successors or assigns, the right to the continued free use and enjoyment of the Golf Course and Drainage Easement, for any purposes which are not inconsistent with the rights declared, created and established herein, specifically including but not limited to: (a) the right to submit the Golf Course and Drainage Easement to the purview of the Declaration, and (b) the right to convey such Golf Course and Drainage Easement or portions thereof to adjacent lot owners or as it otherwise desires, and (c) the right to continued use of the Golf Course and Drainage Easement for golf course play and facilities related thereto that do not adversely affect the drainage and flowage easement granted hereunder. The Club shall maintain the Golf Course and Drainage Easement, including maintaining, repairing and replacing all drainage and irrigation facilities located therein as needed, all at the Club's expense. Declarant, however, shall have the right to augment, maintain, repair, replace, remove and relocate same (at the Club's expense) in the event the Club fails to do so.

ESPLANADE GOLF & COUNTRY CLUB
AT LAKEWOOD RANCH, INC., a Florida
corporation not for profit

Witnesses:

Janice T Yencarelli
Signature
Print Name JANICE T YENCARELLI

Megan E Schroeder
Signature
Print Name Megan E. Schroeder

By: Anthony J. Burdett
ANTHONY J. BURDETT, President

[CORPORATE SEAL]

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 ANTHONY J. BURDETT, as President of ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC., a Florida corporation not for profit, who is personally known to me.

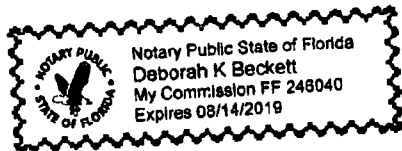
WITNESS my hand and official seal in the County and State last aforesaid this 23
day of March, 2016.

Deborah K. Beckett
Notary Public, State of Florida at Large

Deborah K. Beckett

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



**MORTGAGEE'S CONSENT TO FOURTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH**

The undersigned hereby certifies that SMR NORTH 70, LLC, a Florida limited liability company ("Mortgagee"), does hereby join and consent to the Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade Golf & Country Club at Lakewood Ranch ("Fourth Amendment") proposed by TAYLOR MORRISON OF FLORIDA, INC. (the "Owner"), and agrees that the Mortgage and Security Agreement dated August 5, 2011, and recorded August 8, 2011, in Official Records Book 2388, Page 2230, and that certain Mortgage and Security Agreement dated December 20, 2012, and recorded December 20, 2012, in Official Records Book 2450, Page 3389, as such documents may be modified and further amended from time to time in the Public Records of Manatee County, Florida, shall be subordinate to the Fourth Amendment proposed by Owner.

Dated April 15, 2016.

SMR NORTH 70, LLC,
a Florida limited liability company

By: SCHROEDER-MANATEE RANCH,
INC., a Delaware corporation,
its Sole Member

Witness 1: [Signature]
Printed Name: Suzanne L. Fugate

Witness 2: [Signature]
Printed Name: Pamela J. BANKS

By: [Signature]
Printed Name: Daniel J. Perka
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 15th day of APRIL, 2016, by DANIEL J. PERKA, as VICE PRESIDENT of SCHROEDER-MANATEE RANCH, INC., a Delaware corporation, as the Sole Member of SMR NORTH 70, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me or produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large
KATHLEEN J. HORN

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public

