

Return to: (enclose self-addressed stamped envelope)

Name:

Angela Tompkins, Paralegal

Address:

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This Instrument Prepared by:

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

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

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH ("Seventh Amendment") is made this 8th day of March, 2018, 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, Declarant is desirous of amending the signage restrictions 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 at Lakewood Ranch; and

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

WHEREAS, this Seventh 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 12, of the Declaration is hereby amended to read as follows:

Section 12. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever ~~(including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes)~~ may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the ~~Board~~**Committee**, which consent may be given, withheld or conditioned in the sole and absolute discretion of the ~~Board~~**Committee**. ~~Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Esplanade or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Esplanade or other communities developed or marketed by Declarant or its affiliates, whichever is later, unless Declarant consents in writing.~~ Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of Esplanade or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 12. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 12. This provision may not be amended without the prior written consent of Declarant.

Notwithstanding the foregoing, Declarant, the Club and the Committee shall permit Golf Member Lot Owners and Club Member Lots Owners to display either one (1) "For Sale" or one (1) "For Rent" sign, subject to the following design guidelines and restrictions ("Permitted Sign") and any further guidelines and restrictions which may be later promulgated by the Club and/or the Committee:

(a) The Permitted Sign shall only be constructed of wood or metal and mounted to a metal step-stake, shall only be oval in shape; and may not be larger than ten inches (10") in height and eighteen inches (18") in width (please see sketch attached hereto and incorporated herein as Exhibit "K");

(b) The background color of the Permitted Sign shall only be dark green, with white lettering, white numbering and a white border;

(c) The Permitted Sign shall contain only one (1) telephone number and only one (1) name, which can be either the name of the respective Lot Owner or the name of the Real Estate Company listing the property for sale or rent, if any. Telephone numbers may not exceed four inches (4") in height and lettering may not exceed two inches (2") in height;

(d) Placement of a Permitted Sign is restricted to the front landscaped bed of the respective Owner's Lot, which may not be positioned closer than fifteen feet (15') from the street pavement. A Permitted Sign must be removed upon contract signing or lease signing, as applicable. "Sale Pending" or "Sold" signs are prohibited;

(e) The party seeking to display a Permitted Sign on a Golf Members' or Club Members' Lot shall be required to purchase such sign and metal step-stake at his or her sole cost and expense; and

(f) In order to insure conformity with these Permitted Sign guidelines and restrictions, the Committee may require all Permitted Signs displayed within the Club Property and Golf Property to be constructed by an approved vendor designated by the Club.

If any sign is erected in violation of this Section 12, the Club shall notify such violating Lot Owner in writing of the noncompliance and set forth the corrective action to be taken. The Club may also levy a fine of \$100.00 per day against such violating Lot Owner for each day's signage violation, and may impose a suspension of use rights to the Club Property and Golf Property against such violating Lot Owner, such Lot Owner's family, guests, invitees, tenants or employees, in accordance with the Club Documents.

Declarant, the Club and/or the Committee reserves the right (but not the obligation) to enter upon any Golf Members' or Club Members' Lot on which a sign is displayed in violation of this Section 12 and immediately remove such sign.

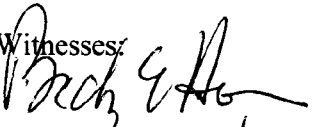
The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant, the Club or any Builder, nor to entry and directional signs installed by Declarant, the Club or any Builder, and any signs required by law.

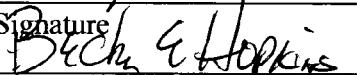
(words struck through are deleted; words **bolded and double-underlined** are added)


3. This Seventh 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.

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

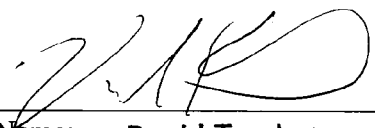
Witnesses:


Signature

Printed Name


Signature


Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: 

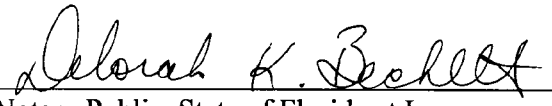
Printed Name: David Truxton

Title: Authorized Agent

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 David TRUXTON, as Authorized Agent 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.

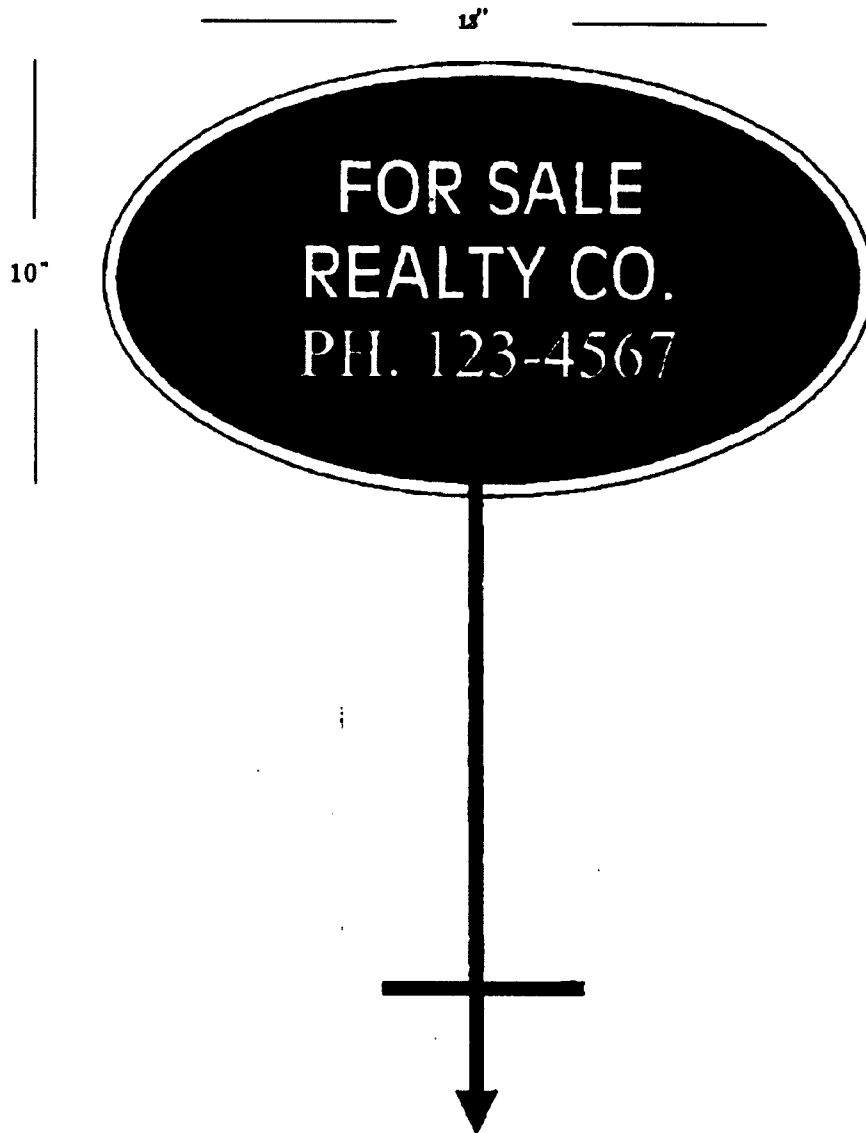
WITNESS my hand and official seal in the County and State last aforesaid this 8 day of March, 2018.


Notary Public, State of Florida at Large

My Commission Expires:

EXHIBIT "K"

SKETCH OF PERMITTED "FOR SALE" AND "FOR RENT" SIGNS



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border) mounted to metal step stake