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This instrument prepared by and return to:

BRADLEY J. ELLIS, ESQUIRE



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Cross-references: Instr. No. 2017004778; Instr. No. 2017154235;
Instr. No. 2018093242; Instr. No. 2018141052;
Instr. No. 2019049796; Instr. No. 2019164642;
Instr. No. 2021055275; Instr. No. 2021109905;
Instr. No. 2021173968; Instr. No. 2022051019

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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



For Recording Purposes Only

**TENTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR
ARTISTRY LOCATED IN SARASOTA COUNTY, FLORIDA, AND FOR
THE ARTISTRY COMMUNITY ASSOCIATION, INC.**

(Adding the Phase 1E Property to the Subject Lands)

THIS TENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR ARTISTRY LOCATED IN SARASOTA COUNTY, FLORIDA, AND FOR THE ARTISTRY COMMUNITY ASSOCIATION, INC. (“**Tenth Amendment**”) is made as of the Effective Date hereof by **KH PALMER BLVD LLC**, a Florida limited liability [EIN 46-2751134], maintaining a principal office of 105 NE 1st Street, Delray Beach, Florida 33444 (“**Declarant**”).

RECITALS:

A. WHEREAS, the *Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* (“**Declaration**”) is recorded in the County’s official public records as O.R. Instrument No. 2017004778; and

B. WHEREAS, the *First Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* (“**First Amendment**”) is recorded in the County’s official public records as O.R. Instrument No. 2017154235; and

C. WHEREAS, the *Second Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* (“**Second Amendment**”) is recorded in the County’s official public records as O.R. Instrument No. 2018093242; and

D. WHEREAS, the *Third Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.*

("Third Amendment") is recorded in the County's official public records as O.R. Instrument No. 2018141052; and

E. WHEREAS, the *Fourth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("Fourth Amendment") is recorded in the County's official public records as O.R. Instrument No. 2019049796; and

F. WHEREAS, the *Fifth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("Fifth Amendment") is recorded in the County's official public records as O.R. Instrument No. 2019164642; and

G. WHEREAS, the *Sixth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("Sixth Amendment") is recorded in the County's official public records as O.R. Instrument No. 2021055275; and

H. WHEREAS, the *Seventh Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("Seventh Amendment") is recorded in the County's official public records as O.R. Instrument No. 2021109905; and

I. WHEREAS, the *Eighth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("Eighth Amendment") is recorded in the County's official public records as O.R. Instrument No. 2021173968; and

J. WHEREAS, the *Ninth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("Ninth Amendment") is recorded in the County's official public records as O.R. Instrument No. 2022051019; and

K. WHEREAS, the Declaration submitted certain real properties to Artistry and §9.1 of the Declaration authorizes the Declarant to submit, by way of recorded Amendment, other real properties to Artistry if such properties are identified in "Exhibit B" to the Declaration and/or are otherwise contiguous to the then existing limits of Artistry; and

L. WHEREAS, the real properties that are the subject of this Tenth Amendment are part of the property identified in "Exhibit B" to the Declaration and/or is otherwise contiguous to the existing limits of Artistry, and is more particularly described in "Exhibit A" attached hereto (the "Additional Property"); and

M. WHEREAS, Declarant is the sole record title owner of the Additional Property; and

N. WHEREAS, the Declarant intends to subject the Additional Property to the Declaration as additions to the Subject Lands of Artistry; and

NOW THEREFORE, the Declarant hereby declares that the Additional Property shall be held, used, sold, conveyed, leased, mortgaged, and developed subject to all of the covenants, conditions, restrictions, easements, reservations, and all the other terms, provisions, and limitations set forth in the Declaration. All the covenants, conditions, restrictions, easements, reservations, and all other terms, provisions, and limitations contained in the Declaration are: imposed for the benefit of and shall burden the Additional Property, shall run with title to the Additional Property, and shall benefit and be binding upon all Persons having or acquiring any right, title, or interest in any portion of the Additional Property. In furtherance thereof, and for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares as follows:

1. **Recitals Incorporated.** The foregoing recitals are true, accurate, and incorporated herein by reference.

2. **Definitions.** The words used in this Tenth Amendment shall be given their normal, commonly understood definitions. Unless defined in this Tenth Amendment, capitalized terms shall have the same meanings as used in the Declaration, as it may be amended or supplemented from time to time.

3. **Effective Date.** The Effective Date of this Tenth Amendment shall be the date and time of recording of this Tenth Amendment in the County's official public records.

4. **Addition of the Additional Property to Artistry.** Pursuant to §9.1 of the Declaration, the Declarant, together with the joinder and consent of the Mortgagee having an ownership interest in the property, declare that the Additional Property is hereby submitted to the Subject Lands of Artistry and shall be held, used, sold, conveyed, leased, mortgaged, and developed subject to all of the covenants, conditions, restrictions, easements, reservations, and all the other terms, provisions, and limitations set forth in the Declaration, as it may be amended or supplemented from time to time. All the covenants, conditions, restrictions, easements, reservations, and all other terms, provisions, and limitations contained in the Declaration, as it may be amended or supplemented from time to time, are: imposed for the benefit of and shall burden the Additional Property; shall run with title to the Additional Property; and shall benefit and be binding upon all Persons having or acquiring any right, title, or interest in any portion of the Additional Property.

5. **Term of this Tenth Amendment; Amendments and Termination.** All of the conditions, covenants, easements, provisions, reservations, restrictions, and all the other terms, provisions, and limitations of this Tenth Amendment and of the Declaration shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, successors-in-interest, heirs, or assigns, regardless of how the Owners acquire title, for a period coextensive with the term of the Declaration, as same may be extended from time to time until terminated pursuant to the provisions of the Declaration. Notwithstanding anything to the contrary in the foregoing, subject to the limitations within the Declaration (including, but not limited to any provision of the Declaration pertaining to the withdrawal of property from Artistry) this Tenth Amendment may be mutually amended, terminated, or modified by a written instrument executed by the Declarant and the Mortgagee (if still applicable) (or their successors, successors-in-interest, or assigns); provided further that no amendment, termination, or modification shall become effective prior to all of the Declarant and the Mortgagee (if still applicable) (or their successors, successors-in-interest, or assigns) duly executing and acknowledging such document and a copy thereof being

recorded in the County's official public records.

6. **Interpretation.** All signatories hereto acknowledge and agree that each has been given the opportunity to independently review this Tenth Amendment with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this Tenth Amendment. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this Tenth Amendment, such dispute shall not be resolved by any rule of construction providing for interpretation against the party who causes the ambiguity, or against the drafter. All signatories hereto agree that in the event of ambiguity or dispute regarding the interpretation of this Tenth Amendment, the Tenth Amendment will be interpreted as if each participated in the drafting hereof.

7. **Attorneys' Fees and Costs.** The prevailing party in any dispute arising out of this Tenth Amendment shall be entitled to reasonable Attorneys' Fees and Costs, in addition to all other relief granted or awarded by the presiding authority.

8. **Further Acts.** All signatories hereto shall cooperate with each other and execute and deliver any further authorizations, documents, and instruments, and shall take any further acts as reasonably necessary to effectuate or carry out the intent and purposes of this Tenth Amendment.

9. **Binding Effect.** This Tenth Amendment shall be binding upon and shall inure to the benefit of all signatories and Owners, and their respective successors, successors-in-title, heirs, and assigns, with respect to the Subject Lands.

10. **Covenants to Run with the Title to the Land.** This Tenth Amendment shall be deemed to run with the title to all portions of the Subject Lands under the Declaration, and shall remain in full force and effect unless and until terminated in accordance with the provisions set out in this Tenth Amendment.

11. **Exhibits.** Each exhibit attached to this Tenth Amendment is and shall be construed to be made a part of this Tenth Amendment.

12. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Tenth Amendment.

13. **Governing Law, Jurisdiction, and Venue.** The construction, enforcement, and validity of this Tenth Amendment shall be determined according to the laws of the State of Florida, without regard to the principles of conflicts of laws thereof. The exclusive jurisdiction and venue of any action or suit brought in connection with this Tenth Amendment shall be in the State Circuit Court in and for Sarasota County, Florida. Any Owner, by taking title to any portion of the Subject Lands hereby agrees that neither (a) shall any action or suit brought in connection with this Tenth Amendment be filed in Federal Court, nor (b) shall any such action or suit which is brought in State Court be removed, or attempted to be removed, to Federal Court, unless such filing in or removal to Federal Court is consented to in writing by the affected parties to such litigation.

14. **Authorization.** The Declarant and Mortgagee each represent and warrant that: such party has authorized the execution, delivery, and performance of this Tenth Amendment by all necessary corporate, partnership, and/or company action; the individual(s) and/or entities executing

this Tenth Amendment on behalf of such party has been authorized to execute this Tenth Amendment on behalf of such party; and this Tenth Amendment creates a valid, binding, and enforceable agreement of such party.

IN WITNESS WHEREOF, the Declarant, together with the joinder and consent of the Mortgagee having an interest in the Additional Property owned by Declarant, has caused this Tenth Amendment to be executed on the Effective Date.

{ATTACHED TO THE TENTH AMENDMENT TO THE DECLARATION FOR ARTISTRY}

DECLARANT

Signed, sealed, and delivered in the presence of:

Erin Barnett
Witness

ERIN BARNETT
Printed Name
[Signature]
Witness

Bryon T. LoPreste
Printed Name

KH PALMER BLVD LLC, a Florida limited liability

By: [Signature]

Print Name: James P. Harvey

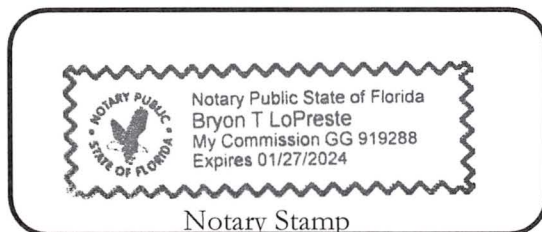
Title: Vice President

Date: August 8, 2022

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of August, 2022, by James P. Harvey as Vice President of KH PALMER BLVD LLC, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.



[Signature]
Signature of Notary
Bryon T. LoPreste
Print Name of Notary
My Commission Expires: 01-27-24

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

{ATTACHED TO THE TENTH AMENDMENT TO THE DECLARATION FOR ARTISTRY}

JOINDER AND CONSENT OF MORTGAGEE

FLAGSTAR BANK, FSB, a federally chartered savings bank ("Mortgagee"), whose address is 5151 Corporate Drive, Troy, Mail Stop E-203-3, Michigan 48098, is the owner and holder of that certain *Construction Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing*, dated May 9, 2016 and recorded on May 12, 2016 as Official Records Instrument No. 2016058554 of the Public Records of Sarasota County, Florida, as modified by that certain *Mortgage Spreader Agreement (Florida)* dated June 27, 2017 and recorded on July 3, 2017 as Official Records Instrument No. 2017083263 of the Public Records of Sarasota County, Florida, as affected by the *Mortgage Modification Agreement and Notice of Future Advance* dated December 19, 2017 and recorded on December 26, 2017 as Official Records Instrument No. 2017157925 of the Public Records of Sarasota County, Florida, and as affected by that certain *Mortgage Spreader Agreement* dated April 30, 2018 and recorded on May 1, 2018 as Official Records Instrument No. 2018056970 of the Public Records of Sarasota County, Florida (collectively, the "**Mortgage**"), which Mortgage constitutes a lien and encumbrance upon the Subject Lands owned by Declarant, hereby joins in this Tenth Amendment for the sole purpose of consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

Maura O'Shea
Witness

Mary Ann Szilagyi
Printed Name

Ken White
Witness

Ken White
Printed Name

FLAGSTAR BANK, FSB, a federally chartered savings bank

By: [Signature]

Print Name: Drew Szilagyi

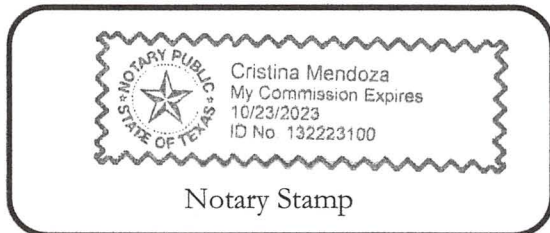
Title Vice President

Date: 8-8-22

(CORPORATE SEAL)

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of August, 2022, by Drew Szilagyi as Vice President of FLAGSTAR BANK, FSB, on behalf of the bank. He is ☒ personally known to me or ☐ has produced _____ as identification and did not take an oath.



[Signature]
Signature of Notary

Cristina Mendoza
Print Name of Notary
My Commission Expires: 10 - 23 - 2022

{ "EXHIBIT A" COMMENCES ON FOLLOWING PAGE }

“Exhibit A” – Legal Description of the Additional Property

ARTISTRY, PHASE 1E

DESCRIPTION: A portion of TRACTS 201 & 401, ARTISTRY, PHASE 1A, according to the plat thereof, as recorded in Plat Book 50, Pages 45 through 45U, inclusive; Together with a portion of LOTS 6 AND 7, BLOCK 25, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS, according to the plat thereof, recorded in Plat Book 3, Page 53, both of the Public Records of Sarasota County, Florida, all lying in Sections 27 & 34, Township 36 South, Range 19 East, Sarasota County, Florida, and all being more particularly described as follows:

BEGIN at the Northwest corner of ARTISTRY, PHASE 2C & 2D, according to the plat thereof, as recorded in Plat Book 55, Pages 81 through 91, inclusive, of the Public Records of Sarasota County, Florida, run thence along the Westerly boundary of said ARTISTRY, PHASE 2C & 2D the following two (2) courses: 1) Northeasterly, 9.18 feet along the arc of a non-tangent curve to the right having a radius of 12.00 feet and a central angle of 43°50'28" (chord bearing of N.66°53'06"E., 8.96 feet); 2) S.01°17'05"W., a distance of 225.00 feet; thence Southwesterly, 38.28 feet along the arc of a non-tangent curve to the left having a radius of 850.00 feet and a central angle of 02°34'49" (chord bearing of S.35°27'09"W., 38.28 feet); thence Southwesterly, 726.82 feet along the arc of a non-tangent curve to the right having a radius of 1177.50 feet and a central angle of 35°21'58" (chord bearing S. 51°50'44"W., 715.33 feet); thence Southwesterly, 236.33 feet along the arc of a non-tangent curve to the left having a radius of 300.00 feet and a central angle of 45°08'07" (chord bearing S.46°58'19"W., 230.26 feet); thence Northwesterly, 707.43 feet along the arc of a reverse curve to the right having a radius of 201.00 feet and a central angle of

201°39'23" (chord bearing N.54°46'03"W., 394.84 feet) to a corner on the Westerly boundary of said TRACT 401; thence along said Westerly boundary the following five (5) courses: 1) N.46°03'39"E., a distance of 194.99 feet; 2) Northeasterly, 195.67 feet along the arc of a tangent curve to the right having a radius of 477.50 feet and a central angle of 23°28'44" (chord bearing N.57°48'00"E., 194.30 feet); 3) N.69°32'22"E., a distance of 65.87 feet; 4) Northeasterly, 507.85 feet along the arc of a tangent curve to the left having a radius of 822.50 feet and a central angle of 35°22'37" (chord bearing N.51°51'04"E., 499.82 feet); 5) Northeasterly, 62.04 feet along the arc of a reverse curve to the right having a radius of 1205.00 feet and a central angle of 02°57'00" (chord bearing N.35°38'15"E., 62.04 feet) to a point on the Southerly boundary of ARTISTRY, PHASE 1B-2, according to the plat thereof, as recorded in Plat Book 53, Pages 1 through 5, inclusive, of the Public Records of Sarasota County, Florida; thence along said Southerly boundary the following three (3) courses: 1) N.79°06'04"E., a distance of 239.56 feet; 2) Southerly, 10.45 feet along the arc of a non-tangent curve to the right having a radius of 12.00 feet and a central angle of 49°53'21" (chord bearing S.20°01'11"W., 10.12 feet); 3) S.53°41'20"E., a distance of 55.63 feet to the **POINT OF BEGINNING**.

Containing 11.017 acres, more or less.

{THIS SPACE INTENTIONALLY LEFT BLANK}

{END OF TENTH AMENDMENT DOCUMENT}