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This instrument prepared by and return to:

BRADLEY J. ELLIS, ESQUIRE



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Sarasota, Florida 34237
Tel: (941) 366-8100
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Portions of Sarasota County PID: 0231022610

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2017100869 10 PG(S)
August 10, 2017 12:10:52 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



For Recording Purposes Only

**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.
(Adding the Phase 2 Property to the Subject Lands)**

THIS 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 made as of the Effective Date hereof by **KH PALMER BLVD LLC**, a Florida limited liability, maintaining a principal office of 8875 Hidden River Parkway, Suite 150, Tampa, Florida 33637 ("**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 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

C. WHEREAS, the real property that is the subject of this First Amendment is part of the property identified in "Exhibit B" to the Declaration, and is more particularly described in "**Exhibit A**" attached hereto; and

D. WHEREAS, by a deed dated June 28, 2017 and recorded on July 3, 2017 in the County's official public records as O.R. Instrument No. 2017083260, Declarant is the sole record title owner of the entire real property described in "**Exhibit A**" attached hereto; and

E. WHEREAS, the Declarant intends to subject the entire real property described in “**Exhibit A**” attached hereto to the Declaration as an addition to Artistry; *and*

NOW THEREFORE, the Declarant declare that the entire real property described in “**Exhibit A**” attached hereto 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 entire real property described in “**Exhibit A**” attached hereto, shall run with title to the entire real property described in “**Exhibit A**” attached hereto, and shall benefit and be binding upon all Persons having or acquiring any right, title, or interest in any portion of the entire real property described in “**Exhibit A**” attached hereto. 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 First Amendment shall be given their normal, commonly understood definitions. Unless defined in this First 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 First Amendment shall be the date and time of recording of this First Amendment in the County’s official public records.

4. **Addition of the 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 entire real property described in “**Exhibit A**” attached hereto is hereby submitted to 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 entire real property described in “**Exhibit A**” attached hereto; shall run with title to the entire real property described in “**Exhibit A**” attached hereto; and shall benefit and be binding upon all Persons having or acquiring any right, title, or interest in any portion of the entire real property described in “**Exhibit A**” attached hereto.

5. **Term of this First Amendment; Amendments and Termination.** All of the conditions, covenants, easements, provisions, reservations, restrictions, and all the other terms, provisions, and limitations of this First 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, 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 First Amendment may be mutually amended, terminated, or modified by a written instrument executed by all signatories hereto (or their successors, successors-in-interest, or assigns); provided further that no amendment, termination, or modification shall become effective prior to all signatories hereto (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 First Amendment with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this First Amendment. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this First 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 First Amendment, the First 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 First 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 First Amendment.

9. **Binding Effect.** This First Amendment shall be binding upon and shall inure to the benefit of all signatories, and their respective assigns, successors, and successors-in-title, with respect to the real property described in "**Exhibit A.**"

10. **Covenants to Run with the Title to the Land.** This First Amendment shall be deemed to run with the title to all portions of the real property described in "**Exhibit A**" attached hereto, and shall remain in full force and effect unless and until terminated in accordance with the provisions set out in this First Amendment.

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

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

13. **Governing Law, Jurisdiction, and Venue.** The construction, enforcement, and validity of this First 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 First Amendment shall be in the State Circuit Court in and for Sarasota County, Florida. Any Owner, by taking title to any property within the real property described in "**Exhibit A**" hereby agrees that neither **(a)** shall any action or suit brought in connection with this First 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 First Amendment by all necessary corporate, partnership, and/or company action; the individual(s) and/or entities executing this First Amendment on behalf of such party has been authorized to execute this First Amendment on behalf of such party; and this First 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 ownership interest in the real property described in “**Exhibit A**,” have caused this First Amendment to be executed on the Effective Date.

{THIS SPACE INTENTIONALLY LEFT BLANK}

{SIGNATURES COMMENCE ON FOLLOWING PAGE}

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

Signed, sealed, and delivered in the presence
of:


Witness

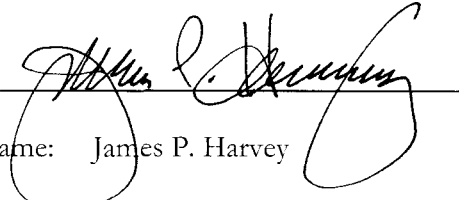
AMANDA EVANS
Printed Name


Witness

TROY E. SIMPSON
Printed Name

KH PALMER BLVD LLC, a Florida limited
liability

By: The Kolter Group LLC, a Florida
limited liability company, its Manager

By: 

Print Name: James P. Harvey

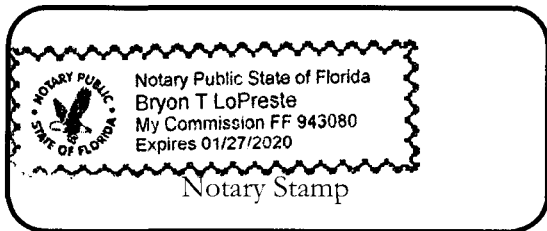
Title: Vice President

Date: AUGUST 3, 2017

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of AUGUST,
2017, by James P. Harvey as Vice President of The Kolter Group LLC, which is the Manager of KH
PALMER BLVD LLC, on behalf of the said companies. He ☒ is ☒ personally known to me or ☐
has produced _____ as identification, and did not take
an oath.




Signature of Notary

BRYON T. LOPRESTE

Print Name of Notary

My Commission Expires: 01.27.20

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

{ATTACHED TO THE FIRST 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 29, 2017 and recorded on July 3, 2017 as Official Records Instrument No. 2017083263 of the Public Records of Sarasota County, Florida ("Mortgage"), which Mortgage constitutes a lien and encumbrance upon the property, hereby joins in this First Amendment for the sole purpose of consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

Alicia Silva
Witness

Alicia Silva
Printed Name

Stephanie Heanne
Witness

Stephanie Heanne
Printed Name

STATE OF Texas

COUNTY OF Harris

FLAGSTAR BANK, FSB, a federally chartered savings bank

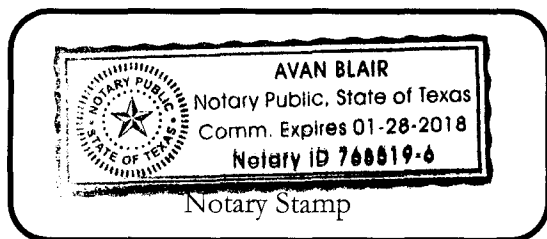
By: [Signature]

Print Name: Drew C Szilagyi

Title: Vice President

Date: 8-7-17

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Drew C Szilagyi as Vice President of Flagstar Bank, FSB, on behalf of the bank. She ☐ He ☒ is ☒ personally known to me or ☐ has produced _____ as identification, and did not take an oath.



Avian Blair
Signature of Notary

Avian Blair
Print Name of Notary

My Commission Expires: 1-28-18

{EXHIBITS COMMENCE ON FOLLOWING PAGE}

Exhibit A – Legal Description and Sketches of the Property

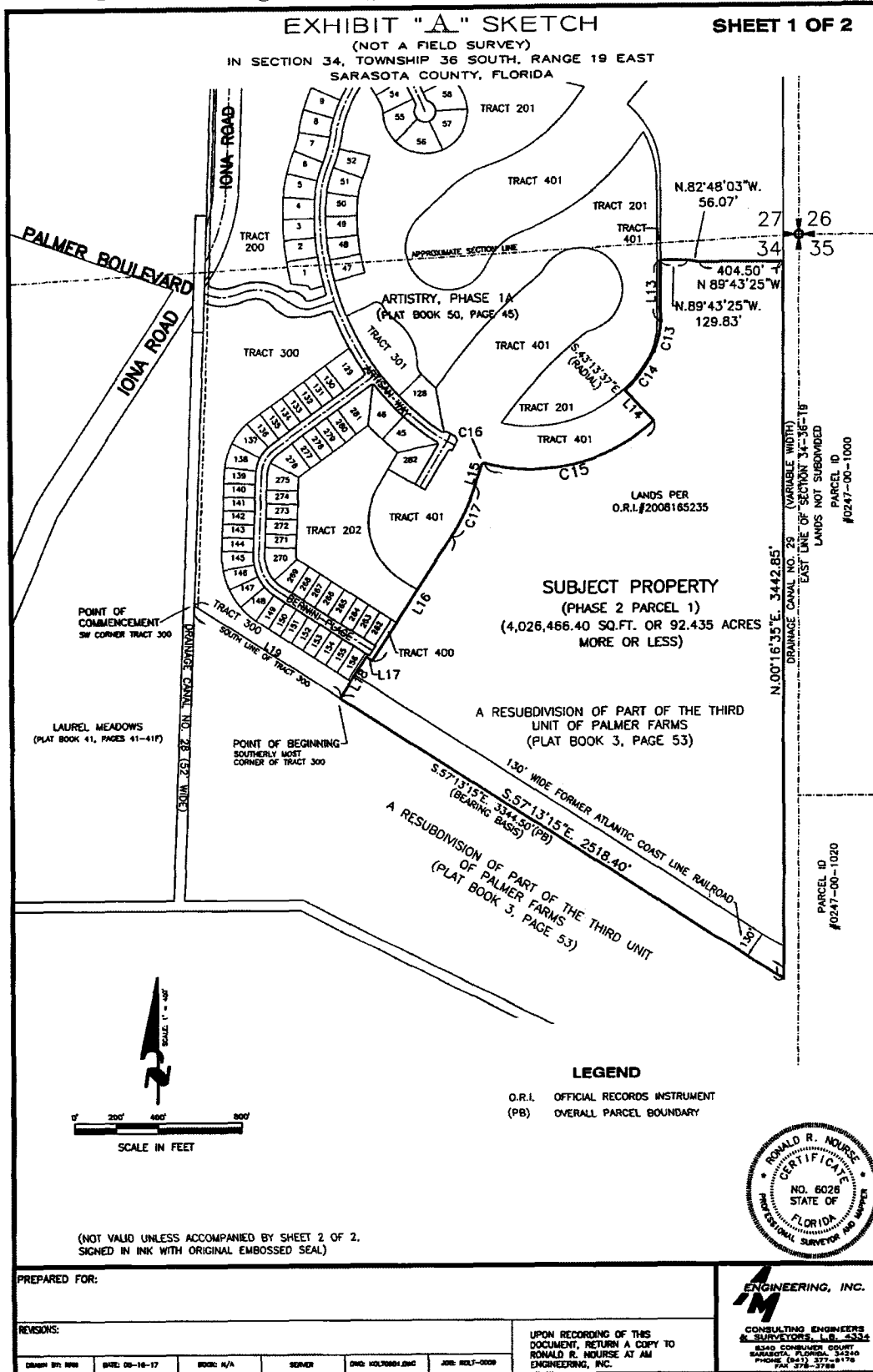


EXHIBIT "A" DESCRIPTION

SHEET 2 OF 2

(NOT A FIELD SURVEY)
IN SECTION 34, TOWNSHIP 36 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION (BY SURVEYOR) PHASE 2 PARCEL-1

THAT PART OF SECTION 34, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 3" IRON PIPE ENCASED IN CONCRETE LYING AT THE SOUTHWEST CORNER OF TRACT 300, ARTISTRY, PHASE 1A, A SUBDIVISION RECORDED IN PLAT BOOK 50, PAGE 45, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT 300 ALSO BEING THE SOUTHERLY LINE OF ATLANTIC COAST LINE RAILROAD RIGHT OF WAY (130' WIDE) AS SHOWN ON THE RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS RECORDED IN PLAT BOOK 3, PAGE 53 OF SAID PUBLIC RECORDS, S.57°13'15"E., 826.10 FEET TO THE POINT OF BEGINNING OF LANDS BEING DESCRIBED; THENCE CONTINUE ALONG LAST SAID SOUTHERLY LINE, S.57°13'15"E., 2518.40 FEET TO THE WESTERLY LINE OF DRAINAGE CANAL NO. 29 AS SHOWN ON LAST SAID PLAT; THENCE ALONG LAST SAID WESTERLY LINE OF DRAINAGE CANAL NO. 29, N.00°16'35"E., 3442.85 FEET; THENCE LEAVING LAST SAID LINE, N.89°43'25"W., 404.50 FEET; THENCE N.82°48'03"W., 56.07 FEET; THENCE N.89°43'25"W., 129.83 FEET TO THE EAST LINE OF TRACT 401 OF SAID ARTISTRY, PHASE 1A; THENCE ALONG THE EASTERLY LINES OF SAID ARTISTRY, PHASE 1A SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES: 1) THENCE S.00°16'35"W., 290.93 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 25°33'06" AND A RADIUS OF 330.00 FEET, WHOSE CHORD BEARS S.13°03'08"W.; 2) THENCE ALONG LAST SAID CURVE SOUTHERLY AND IN A CLOCKWISE DIRECTION, 147.17 FEET TO A POINT OF COMPOUND CURVATURE HAVING A DELTA ANGLE OF 20°56'42" AND A RADIUS OF 650.00 FEET, WHOSE CHORD BEARS S.36°18'02"W.; 3) THENCE ALONG LAST SAID CURVE SOUTHERLY AND IN A CLOCKWISE DIRECTION, 237.61 FEET; 4) THENCE LEAVING LAST SAID CURVE ON A RADIAL LINE, S.43°13'37"E., 200.00 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE NORTH WHOSE RADIUS LIES N.43°13'37"W., 850.00 FEET FROM LAST SAID POINT, HAVING A DELTA ANGLE OF 58°43'32" AND WHOSE CHORD BEARS S.76°08'09"W.; 5) THENCE ALONG LAST SAID CURVE WESTERLY AND IN A CLOCKWISE DIRECTION, 871.21 FEET TO A POINT OF REVERSE CURVATURE HAVING A DELTA ANGLE OF 87°32'24" AND A RADIUS OF 12.00 FEET, WHOSE CHORD BEARS S.61°43'43"W.; 6) THENCE ALONG LAST SAID CURVE, SOUTHWESTERLY AND IN A COUNTER CLOCKWISE DIRECTION, 18.33 FEET; 7) THENCE S.17°57'32"W., 106.50 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 14°49'13" AND A RADIUS OF 1025.00 FEET, WHOSE CHORD BEARS S.25°22'08"W.; 8) THENCE ALONG LAST SAID CURVE, SOUTHERLY AND IN A CLOCKWISE DIRECTION, 265.13 FEET; 9) THENCE S.32°46'45"W., 706.52 FEET; 10) THENCE N.57°13'15"W., 33.36 FEET; 11) THENCE S.32°46'45"W., 233.01 FEET TO THE AFORESAID SOUTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY AND BEING THE POINT OF BEGINNING AND CONTAINING 4,026,486.40 SQUARE FEET OR 92.435 ACRES, MORE OR LESS.

SUBJECT TO OTHER EASEMENT, RESTRICTIONS AND/OR RIGHT OF WAY OF RECORD, IF ANY.

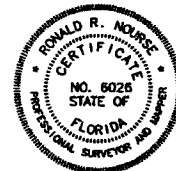
CURVE TABLE

NUMBER	RADIUS	DELTA ANGLE	ARC	CHORD	BEARING
C13	330.00	25°33'06"	147.17	145.95	S.13°03'08"W.
C14	650.00	20°56'42"	237.61	236.29	S.36°18'02"W.
C15	850.00	58°43'32"	871.21	833.58	S.76°08'09"W.
C16	12.00	87°32'24"	18.33	16.60	S.61°43'43"W.
C17	1025.00	14°49'13"	265.13	264.39	S.25°22'08"W.

LINE TABLE

NUMBER	DIRECTION	LENGTH
L13	S.00°16'35"W.	290.93'
L14	S.43°13'37"E.	200.00'
L15	S.17°57'32"W.	106.50'
L16	S.32°46'45"W.	706.52'
L17	N.57°13'15"W.	33.36'
L18	S.32°46'45"W.	233.01'
L19	S.57°13'15"E.	826.10'

BY: RONALD R. NOURSE, P.S.M., FLORIDA CERTIFICATE NO. 6026 DATE
LICENSED AND REGISTERED PROFESSIONAL SURVEYOR AND MAPPER
(NOT VALID UNLESS ACCOMPANIED BY SHEET 1 OF 2
AND SIGNED IN INK WITH ORIGINAL EMBOSSED SEAL)



PREPARED FOR:

REVISIONS:

DRAWN BY: RBN DATE: 05-16-17 BOOK: N/A SHEET: 001 OF 001

UPON RECORDING OF THIS
DOCUMENT, RETURN A COPY TO
RONALD R. NOURSE AT AM
ENGINEERING, INC.

AM ENGINEERING, INC.
CONSULTING ENGINEERS
& SURVEYORS, L.L.C. 4334
2540 CONSUMER COURT
SARASOTA, FLORIDA 34240
PHONE: (941) 377-8178
FAX: 378-3788

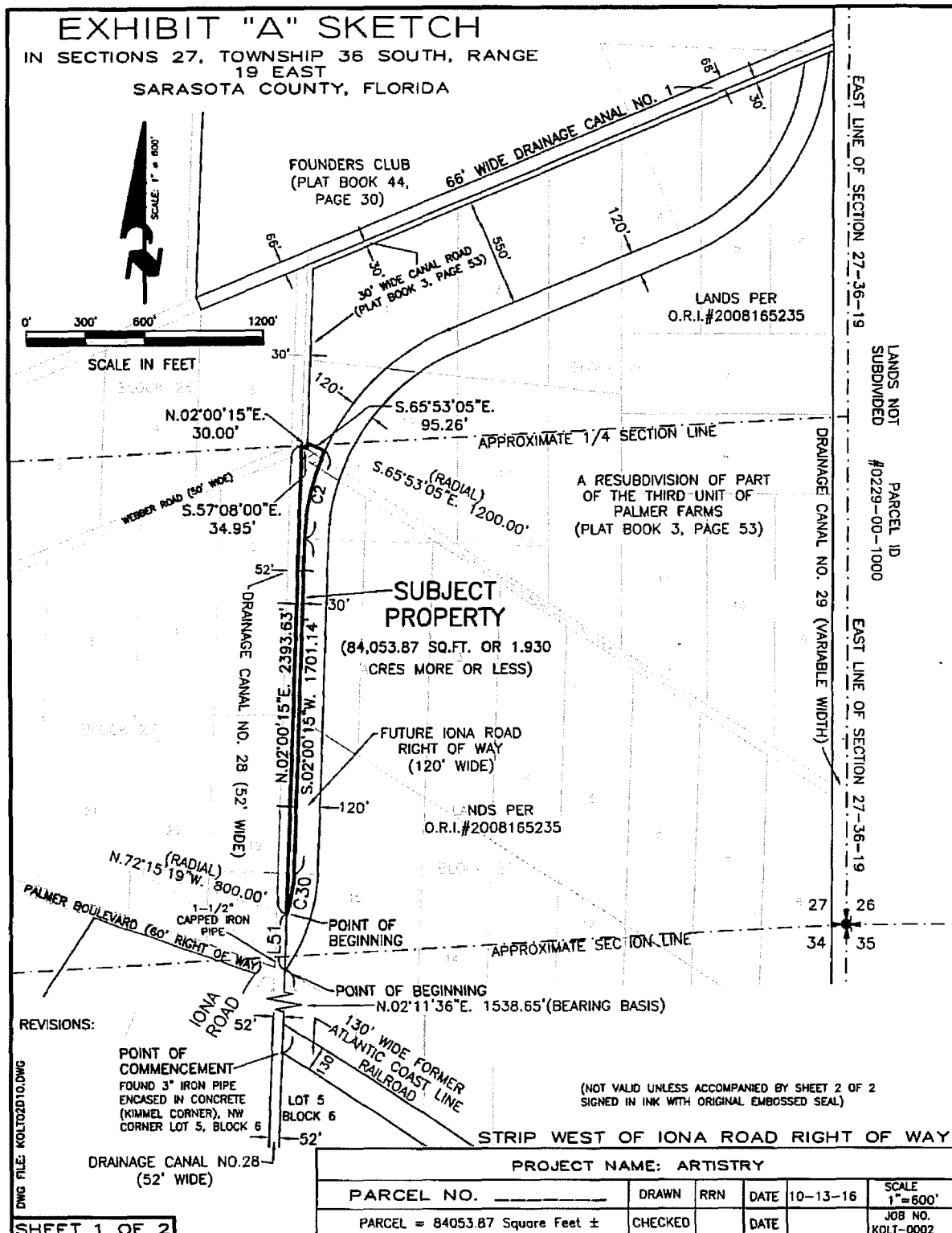


EXHIBIT "A" DESCRIPTION

SHEET 2 OF 2

IN SECTIONS 27, TOWNSHIP 36 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION (STRIP WEST OF IONA)

THAT PART OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 3" IRON PIPE ENCASED IN CONCRETE LYING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 6, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 53, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY (130' WIDE) WITH THE EASTERLY LINE OF CANAL NO. 28, AS SHOWN ON SAID PLAT; THENCE ALONG THE SAID EASTERLY LINE OF CANAL NO. 28, N.02°11'36"E., 1538.65 FEET TO A 1-1/2" CAPPED IRON PIPE (2' BELOW GRADE); THENCE CONTINUE ALONG LAST SAID EASTERLY LINE, N.02°00'15"E., 279.68 FEET TO A POINT OF BEGINNING OF LANDS BEING DESCRIBED; THENCE CONTINUE ALONG LAST SAID EASTERLY LINE, N.02°00'15"E., 2393.63 FEET TO A INTERSECTION WITH THE FORMER NORTH RIGHT OF WAY LINE OF WEBBER ROAD, VACATED PER OFFICIAL RECORDS BOOK 350, PAGE 220 OF SAID PUBLIC RECORDS; THENCE ALONG SAID FORMER NORTH RIGHT OF WAY LINE, S.57°08'00"E., 34.95 FEET TO THE INTERSECTION WITH THE EAST LINE OF A 30 FEET WIDE CANAL ROAD AS SHOWN ON SAID PLAT; THENCE S.65°53'05"E., 95.26 FEET TO A POINT LYING ON THE FUTURE WEST RIGHT OF WAY LINE OF IONA ROAD, LAST SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE EAST, WHOSE RADIUS LIES S.65°53'05"E., 1200.00 FEET FROM LAST SAID POINT, HAVING A DELTA ANGLE OF 22°06'40" AND WHOSE CHORD BEARS S.13°03'35"W.; THENCE ALONG LAST SAID CURVE, SOUTHERLY AND IN A COUNTER CLOCKWISE DIRECTION, 463.09 FEET; THENCE CONTINUE ALONG LAST SAID FUTURE WEST RIGHT OF WAY LINE, S.02°00'15"W., 1701.14 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 800.00 FEET AND A DELTA ANGLE OF 15°44'26", WHOSE CHORD BEARS S.09°52'28"W.; THENCE ALONG LAST SAID CURVE AND FUTURE WEST RIGHT OF WAY LINE, 219.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 84,053.87 SQUARE FEET OR 1.930 ACRES, MORE OR LESS.

LINE TABLE

NUMBER	DIRECTION	LENGTH
L51	N.02°00'15"E.	279.68'

CURVE TABLE

NUMBER	RADIUS	DELTA ANGLE	ARC	CHORD	BEARING
C2	1200.00	22°06'40"	463.09	460.22	S.13°03'35"W.
C30	800.00	15°44'26"	219.78	219.09	S.09°52'28"W.

BY: RONALD R. NOURSE, P.S.M., FLORIDA CERTIFICATE NO. 6026 DATE
8340 CONSUMER COURT SARASOTA, FLORIDA, 34240
PHONE (941) 377-9178

(NOT VALID UNLESS ACCOMPANIED BY SHEET 1 OF 2
AND SIGNED IN INK WITH ORIGINAL EMBOSSED SEAL)

REVISIONS:

STRIP WEST OF IONA ROAD RIGHT OF WAY

PROJECT NAME: ARTISTRY

PARCEL NO.	DRAWN	RRN	DATE	10-13-16	SCALE N/A
PARCEL = 84053.87 Square Feet ±	CHECKED		DATE		JOB NO. KOLT-0002

DWG FILE: KOLT02D10.DWG

{END OF FIRST AMENDMENT DOCUMENT}