

4
Recording Fees: \$69.50
Documentary Stamps: \$0.00

This instrument prepared by and return to:

✓ G. MATTHEW BROCKWAY, ESQUIRE



2033 Main Street, Suite 600
Sarasota, Florida 34237
Tel: (941) 366-8100
Fax: (941) 366-6384
Matter: 69708-115021

Portions of Sarasota County PID:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2018093242 8 PG(S)
JULY 13, 2018 11:07:48 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



For Recording Purposes Only

**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.**
(Adding the Phase 1B and 2B Property to the Subject Lands)

THIS 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 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 *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 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

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

E. **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*

F. **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 Second Amendment shall be given their normal, commonly understood definitions. Unless defined in this Second 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 Second Amendment shall be the date and time of recording of this Second 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 Second Amendment; Amendments and Termination.** All of the conditions, covenants, easements, provisions, reservations, restrictions, and all the other terms, provisions, and limitations of this Second 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 Second 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 Second Amendment with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this Second Amendment. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this Second 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 Second Amendment, the Second 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 Second 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 Second Amendment.

9. **Binding Effect.** This Second 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 Second 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 Second Amendment.

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

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

13. **Governing Law, Jurisdiction, and Venue.** The construction, enforcement, and validity of this Second 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 Second 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 Second 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 Second Amendment by all necessary corporate, partnership, and/or company action; the individual(s) and/or entities executing this Second Amendment on behalf of such party has been authorized to execute this Second Amendment on behalf of such party; and this Second 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 Second Amendment to be executed on the Effective Date.

{THIS SPACE INTENTIONALLY LEFT BLANK}

{SIGNATURES COMMENCE ON FOLLOWING PAGE}

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

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

Bryan T. LoPreste
Printed Name

[Signature]
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: [Signature]

Print Name: James P. Harvey

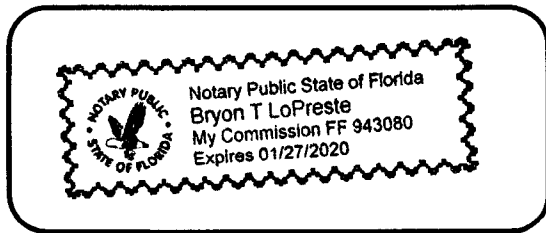
Title: Vice President

Date: JUNE 4, 2018

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of JUNE, 2018, 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.



Notary Stamp

[Signature]
Signature of Notary

BRYON T. LOPRESTE
Print Name of Notary

My Commission Expires: 01.27.20

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

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 property, hereby joins in this Second Amendment for the sole purpose of consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

Stephanie Hearnie
Witness

Stephanie Hearnie
Printed Name

Joe Martinez
Witness

Joe Martinez
Printed Name

FLAGSTAR BANK, FSB, a federally chartered savings bank

By: Drew C Szilagyi

Print Name: Drew C Szilagyi

Title VP

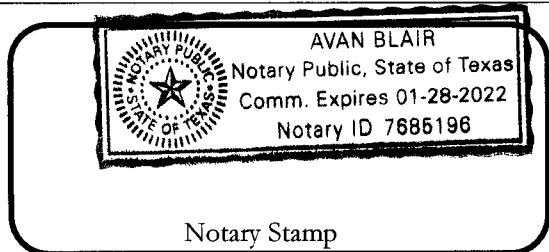
Date: 6-4-18

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 4th day of June, 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.



Avon Blair
Signature of Notary

Avon Blair
Print Name of Notary

My Commission Expires: 1-28-22

Exhibit A – Legal Description of the Phase 1B and Phase 2B Property

ARTISTRY, PHASE 1B

DESCRIPTION: A portion of TRACT 401 (Future Development Area), ARTISTRY, PHASE 1A, according to the plat thereof, recorded in Plat Book 50, Page 45, of the Public Records of Sarasota County, Florida, lying in Section 34, Township 36 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGIN at the Northernmost corner of ARTISTRY, PHASE 2A, recorded in Plat Book 51, Pages 113 through 118, of the Public Records of Sarasota County, Florida; run thence along the Northerly boundary of said ARTISTRY, PHASE 2A, S.71°25'55"W., a distance of 231.81 feet to the Westernmost corner of LOT 109 of said ARTISTRY, PHASE 2A, said point also being on the Northerly boundary of TRACT 100 (Private Access, Private Drainage and Utility Easement) of said ARTISTRY, PHASE 1A; thence along said Northerly boundary the following three (3) courses: 1) Northerly, 10.23 feet along the arc of a non-tangent curve to the right having a radius of 12.00 feet and a central angle of 48°52'04" (chord bearing N.05°51'57"E., 9.93 feet); 2) N.60°22'51"W., a distance of 55.00 feet; 3) Southwesterly, 10.40 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°39'47" (chord bearing S.55°06'54"W., 10.08 feet) to the Easternmost corner of LOT 128 of said ARTISTRY, PHASE 1A, said point also being on the Westerly boundary of said TRACT 401 (Future Development Area); thence along the Westerly, Northerly and Easterly boundary, respectively, of said TRACT 401 (Future Development Area) the following six (6) courses: 1) N.10°03'13"W., a distance of 217.42 feet; 2) Northeasterly, 734.82 feet along the arc of a non-tangent curve to the right having a radius of 2438.21 feet and a central angle of 17°16'04" (chord bearing N.42°35'58"E., 732.05 feet); 3) Northeasterly, 37.41 feet along the arc of a reverse curve to the left having a radius of 100.00 feet and a central angle of 21°26'11" (chord bearing N.40°30'54"E., 37.20 feet); 4) Southeasterly, 791.04 feet along the arc of a reverse curve to the right having a radius of 201.00 feet and a central angle of 225°29'24" (chord bearing S.37°27'29"E., 370.74 feet); 5) Southwesterly, 42.62 feet along the arc of a reverse curve to the left having a radius of 100.00 feet and a central angle of 24°25'12" (chord bearing S.63°04'37"W., 42.30 feet); 6) Southwesterly, 582.07 feet along the arc of a compound curve to the left having a radius of 2083.21 feet and a central angle of 16°00'32" (chord bearing S.42°51'45"W., 580.18 feet) to the **POINT OF BEGINNING**.

Containing 8.652 acres, more or less.

TOGETHER WITH:

ARTISTRY, PHASE 2B

DESCRIPTION: A portion of Lots 4 through 8, inclusive, Block 24 and a portion of the former ATLANTIC COAST LINE RAILROAD (130 feet wide) right-of-way, "A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS", according to the plat thereof, recorded in Plat Book 3, Page 53, and TRACT 400 (Future Development Area), ARTISTRY, PHASE 1A, according to the plat thereof, recorded in Plat Book 50, Page 45, both of the Public Records of Sarasota County, Florida, lying in Section 34, Township 36 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGIN at the Southernmost corner of said ARTISTRY, PHASE 1A, run thence along the Easterly boundary of said ARTISTRY, PHASE 1A, N.32°46'45"E., a distance of 95.51 feet to the Southernmost corner of TRACT 400 (Future Development Area) of said ARTISTRY, PHASE 1A; thence along the Southerly, Westerly and Northerly boundary, respectively, of said TRACT 400 (Future Development Area) the following seven (7) courses: 1) N.57°13'15"W., a distance of 12.69 feet; 2) N.32°46'45"E., a distance of 150.00 feet; 3) S.57°13'15"E., a distance of 21.22 feet; 4) N.32°46'45"E., a distance of 55.00 feet; 5) N.57°13'15"W., a distance of 3.64 feet; 6) N.32°46'45"E., a distance of 150.00 feet; 7) S.57°13'15"E., a distance of 28.47 feet to aforesaid Easterly boundary of ARTISTRY, PHASE 1A; thence along said Easterly boundary, N.32°46'45"E., a distance of 92.50 feet to the Southwest corner of ARTISTRY, PHASE 2A, recorded in Plat Book 51, Pages 113 through 118, of the Public Records of Sarasota County, Florida; thence along the Southerly boundary of said ARTISTRY, PHASE 2A, S.57°13'15"E., a distance of 1284.15 feet to the Southernmost corner of said ARTISTRY, PHASE 2A; thence departing said Southerly boundary, S.25°16'51"E., a distance of 174.85 feet; thence S.57°13'15"E., a distance of 203.60 feet; thence Southwesterly, 118.11 feet along the arc of a non-tangent curve to the right having a radius of 140.00 feet and a central angle of 48°20'16" (chord bearing S.52°51'07"W., 114.64 feet); thence S.11°00'02"E., a distance of 211.64 feet; thence Westerly, 215.61 feet along the arc of a non-tangent curve to the right having a radius of 340.00 feet and a central angle of 36°20'03" (chord bearing N.82°50'01"W., 212.02 feet); thence S.32°46'45"W., a distance of 98.38 feet to the Southerly boundary of the former ATLANTIC COAST LINE RAILROAD (130 feet wide) right-of-way; thence along said Southerly boundary, N.57°13'15"W., a distance of 1585.40 feet to the **POINT OF BEGINNING**.

Containing 20.149 acres, more or less.

{THIS SPACE LEFT BLANK INTENTIONALLY}

{END OF FIRST AMENDMENT DOCUMENT}