

Recording Fees: \$103.50
Documentary Stamps: \$0.00

This instrument prepared by and return to:

BRADLEY J. ELLIS, ESQUIRE



✓ 2033 Main Street, Suite 600
Sarasota, Florida 34237
Tel: (941) 366-8100
Fax: (941) 366-6384
Matter: 69708-122768

Cross-references: Instr. No. 2017004778;
Instr. No. 2017154235;
Instr. No. 2018093242;
Instr. No. 2018141052; and
Instr. No. 2019049796

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2019164642 12 PG(S)
December 02, 2019 12:49:42 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



For Recording Purposes Only

**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.**

(Amending the Landscaping Maintenance and Irrigation System Maintenance Obligations)

THIS 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 made as of the Effective Date hereof by **KH PALMER BLVD LLC**, a Florida limited liability, maintaining a principal office of 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 (“**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 Declaration §§5.1, 5.2, and 7.7 delineate the Association’s and Owners’ respective responsibilities for landscaping Maintenance and Irrigation System Maintenance on Lots and/or Units within Artistry, whereby the Owners are currently solely responsible for all Maintenance of the lawn and landscaping materials, and certain portions of the Irrigation System on their respective Lots and/or Units; *and*

G. WHEREAS, Declarant desires to hereby amend the respective responsibilities between the Association and the Owners, in favor of the Association obtaining joint responsibility for uniformly performing the landscaping Maintenance, and further clarifying the respective responsibilities pertaining to Irrigation System Maintenance; *and*

H. WHEREAS, the Declaration §17.7(a) provides:

Subject to Applicable Law, until Turnover (or until such earlier date as the Declarant records a “certificate of termination of interest” of its right to unilaterally amend this Declaration), the Declarant may unilaterally amend this Declaration by executing and recording an Amendment in the County’s official public records. Such Amendment may impose additional conditions, covenants, easements, provisions, reservations, restrictions, and/or terms on Artistry or portions thereof; *and*

I. WHEREAS, as of the Effective Date hereof, Turnover has not occurred, and Declarant has not otherwise terminated its right to unilaterally amend the Declaration; *and*

J. WHEREAS, the Association’s consent is not required under the Declaration for this Fifth Amendment to be effective, but the Association nevertheless hereby memorializes its consent to this Fifth Amendment.

NOW THEREFORE, 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 Fifth Amendment shall be given their normal, commonly understood definitions. Unless defined in this Fifth 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 Fifth Amendment shall be the date and time of recording of this Fifth Amendment in the County's official public records.

4. **Text Amendments.**

(a) **Underline** text signifies new and additional text.

(b) **Strikethrough** text signifies deleted text.

5. Declaration §5.1 is hereby amended and restated as follows:

5.1 **Association's Responsibility; Common Areas; Lot Landscaping and Irrigation System.**

(a) The Association shall Maintain and keep in good repair the Common Areas, as described in this Declaration, in accordance with the Community-Wide Standard. The Maintenance of the Common Areas shall include, without limitation, Maintenance, repair, and replacement (subject to any insurance then in effect) of all: Common Areas which are not publicly dedicated and Maintained; all signage for roads and identification; all easements granted to the Association (subject to the terms of such easements and §5.2 hereof); sidewalks located within rights-of-ways and other Common Areas; sod, landscaping, and other flora located on the Common Areas; and other structures and Improvements situated upon the Common Areas. Certain portions of the Common Areas consist of park areas, hardscapes, walls, and/or formal lawns that require a special regiment of Maintenance. The landscaping within the Common Areas shall, at a minimum be Maintained, in accordance with the "Landscape Maintenance Plan" as provided by Declarant to the Association, as may be amended from time to time by the Board. The costs associated with Maintenance, repair, replacement, insurance, and operation of the Common Area shall be a Common Expense and shall be assessed equally among all Lots and/or Units (exclusive of Lots and/or Units owned by Declarant or a Builder which are not yet subject to Base Assessments pursuant to §8.5 hereof), as part of the Common Expenses pursuant to the provisions of this Declaration.

(b) The Declarant may require the Association, by written notice to the Association, to operate and/or Maintain and repair as Common Areas and to pay all real estate taxes and other assessments which are liens against such property (at the Association's sole, non-reimbursable expense), any property owned by the Declarant, which the Declarant intends to convey or cause to be conveyed (or transfer or caused to be transferred any interest or use or possessory right therein) in the future to the Association. In that event, such property shall be deemed Common Area even though not yet owned by the Association (or an interest or use or possessory right therein has not yet been transferred to the Association). If the Declarant thereafter determines not to convey or caused to be conveyed the property (or not to transfer or caused to be transferred an interest or use or possessory right therein) to the Association as Common Area, the Declarant shall so notify the Association in writing, and thereafter such property shall no longer be deemed to be Common Area and the Association will no longer have any obligation or right to Maintain, operate, and/or repair such property, except as otherwise specifically agreed or provided in this Declaration.

(c) Lot Landscaping and Irrigation System Maintenance.

- (i)** Maintenance of the lawn, landscaping materials, and Irrigation System (subject to §7.7 hereof) installed by the Declarant, Builder, or Association on each Lot and/or Unit shall be the joint responsibility of the Association and the Owner of that Lot and/or Unit. Without limiting the generality of the foregoing, unless Maintained by the Association, each Owner of a Lot and/or Unit shall also be responsible for Maintaining: **(1)** the landscaping within that portion of any immediately adjacent Common Area or public right-of-way lying between the Lot and/or Unit boundary and any wall, fence, curb, lake, or pond located on the Common Area or public right-of-way within thirty (30) feet of the Lot and/or Unit boundary; **(2)** the landscaping on the Owner's Lot(s) and/or Unit(s); and **(3)** the landscaping located within the portion of all lake banks immediately adjacent to the Owner's Lot(s) and/or Unit(s). The foregoing Maintenance obligations shall include, but are not limited to and without limitation, mowing and repair of any damage to any portion of the Irrigation System that is caused by such Maintenance (or lack thereof). Notwithstanding anything to the contrary in the foregoing, Owner's shall not remove trees, shrubs, or similar vegetation from any area within Artistry without the Reviewer's prior written approval.
- (ii)** The Association shall establish and maintain a Service Group (pursuant to §7.8 hereof) to fulfill the Association's lot landscaping and Irrigation System Maintenance obligations under this §5.1(c), §5.2(b), and §7.7 hereof. Participation in the Service Group shall be mandatory for all Owners whom contract with the Declarant after the date the *Fifth Amendment* to the Declaration was recorded in the County's official public records, for the initial sale of such Owner's Lot and/or Unit. For all Owners whom either received title and/or contracted with the Declarant for the initial sale prior to the date the *Fifth Amendment* to the Declaration was recorded in the County's official public records, initial participation in the Service Group is optional and such Owners may one-time, affirmatively opt-out of the Service Group. The one-time opt-out from the Service Group shall be valid only upon all Owners of a Lot and/or Unit duly executing a written opt-out agreement acceptable in form and substance to the Declarant (so long as it owns any portion of Artistry) and the Association. Such opt-out agreement shall be in recordable form, and shall include, at minimum, additional deed restrictions that: **(1)** any future voluntary joinder by such Owners (and/or her/his/its assigns, successors, and/or successors-in-title other than a bona fide third-party purchaser) in the Service Group shall be irrevocable and shall subject such Owners' Lot and/or Unit to mandatory participation in the Service Group thereafter; and **(2)** upon a subsequent sale of such Owners' Lot and/or Unit to a bona fide third-party purchaser, such Lot and/or Unit shall automatically be subject to mandatory

participation in the Service Group thereafter. If the Owner's Lot and/or Unit does not participate in the Service Group established by the Association pursuant to this §5.1(c) and §5.2(b) hereof, the Owner shall be responsible to fully reimburse the Association for any Maintenance performed by the Association under this §5.1 on an Owner's Lot and/or Unit; under no circumstances shall such costs and expenses be Common Expenses.

6. Declaration §5.2 is hereby amended and restated as follows:

5.2 Owners' Responsibility.

(a) **Generally.** All Maintenance activities not specifically undertaken by the Association as described above shall be the responsibility of each Owner who shall Maintain her/his/its own Lot and/or Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, including, but not limited to and without limitation: structures; driveways; easements; sidewalks (whether public or private); and all other Improvements located on the Lot and/or Unit. Additionally, each Owner shall Maintain in a manner consistent with the Community-Wide Standard the cleanliness and appearance (excluding functional and/or structural Maintenance) of any and all of the following which immediately adjoin her/his/its Lot and/or Unit: sidewalks, driveways, easements, curbs, green space, and banks of waterbodies. Each Owner shall Maintain in a manner consistent with the Community-Wide Standard the exterior of her/his/its Unit, including, but not limited to and without limitation: boundary walls, columns, gates, fences, lighting installations, and lines and equipment for utility and/or communications services.

(b) **Lot Landscaping and Irrigation System Maintenance.**

(i) Maintenance of the lawn, landscaping materials, and Irrigation System (subject to §7.7 hereof) installed by the Declarant~~or~~, Builder, or Association on each Lot and/or Unit shall be the joint responsibility of the Association and the Owner of that Lot and/or Unit. Without limiting the generality of the foregoing, unless Maintained by the Association, each Owner of a Lot and/or Unit shall also be responsible for Maintaining: (i1) the landscaping within that portion of any immediately adjacent Common Area or public right-of-way lying between the Lot and/or Unit boundary and any wall, fence, curb, lake, or pond located on the Common Area or public right-of-way within thirty (30) feet of the Lot and/or Unit boundary; (ii2) the landscaping on the Owner's Lot(s); and (iii/or Unit(s); and (3) the landscaping located within the portion of all lake banks immediately adjacent to the Owner's Lot(s) and/or Unit(s). The foregoing Maintenance obligations shall include, but are not limited to and without limitation, mowing and repair of any damage to any portion of the Irrigation System that is caused by such Owner's Maintenance (or lack thereof). Notwithstanding anything to the contrary in the foregoing, Owner's

shall not remove trees, shrubs, or similar vegetation from any area within Artistry without the Reviewer's prior written approval.

~~(e)~~(ii) The Association shall establish and maintain a Service Group (pursuant to §7.8 hereof) to fulfill the Association's lot landscaping and Irrigation System Maintenance obligations under §5.1(c), this §5.2(b), and §7.7 hereof. Participation in the Service Group shall be mandatory for all Owners whom contract with the Declarant after the date the *Fifth Amendment* to the Declaration was recorded in the County's official public records, for the initial sale of such Owner's Lot and/or Unit. For all Owners whom either received title and/or contracted with the Declarant for the initial sale prior to the date the *Fifth Amendment* to the Declaration was recorded in the County's official public records, initial participation in the Service Group is optional and such Owners may one-time, affirmatively opt-out of the Service Group. The one-time opt-out from the Service Group shall be valid only upon all Owners of a Lot and/or Unit duly executing a written opt-out agreement acceptable in form and substance to the Declarant (so long as it owns any portion of Artistry) and the Association. Such opt-out agreement shall be in recordable form, and shall include, at minimum, additional deed restrictions that: (1) any future voluntary joinder by such Owners (and/or her/his/its assigns, successors, and/or successors-in-title other than a bona fide third-party purchaser) in the Service Group shall be irrevocable and shall subject such Owners' Lot and/or Unit to mandatory participation in the Service Group thereafter; and (2) upon a subsequent sale of such Owners' Lot and/or Unit to a bona fide third-party purchaser, such Lot and/or Unit shall automatically be subject to mandatory participation in the Service Group thereafter. If the Owner's Lot and/or Unit does not participate in the Service Group established by the Association pursuant to §5.1(c) and this §5.2(b), the Owner shall be responsible to fully reimburse the Association for any Maintenance performed by the Association under this §5.2 on an Owner's Lot and/or Unit; under no circumstances shall such costs and expenses be Common Expenses.

~~(d)~~(c) **Failure to Maintain.** In the event any Owner shall fail to Maintain her/his/its Lot and the Improvements thereon, as required in this **Article V** and in accordance with the Community-Wide Standard, after written notice to the Owner of not less than fifteen (15) Business Days (calculated from the date of the written notice) the Association shall have the right to enter upon any Lot to repair, Maintain, and restore the Lot or the exterior of the Unit and any other Improvements erected thereon, all without liability or responsibility, criminal or civil, for trespass or any other action. Notwithstanding the foregoing, when entry is required due to an emergency situation, the Association shall have no requirement to provide the Owner with notice prior to entry. Additionally, the Owner of such Lot(s) shall be responsible for any and all costs and expenses (including but not limited to, Attorneys' Fees and Costs) incurred by the Association in the repair, Maintenance, or restoration, which costs and expenses shall be become and be levied and recouped by the Association as a Specific Assessment.

7. Declaration §7.7(a) is hereby amended and restated as follows:

(a) **Maintenance of the Irrigation System.** ~~The Association and each Owner shall be responsible for Maintaining the portions of the Irrigation System servicing their respective properties (i.e. Common Areas, Lots, and/or Tracts) which is located on, under, and/or within their respective properties, including: sprinkler heads, valves, waterlines, the smart irrigation controller, and soil moisture sensors.~~ For all areas within the Community, the Association shall be responsible for Maintaining the following portions of the Irrigation System: main pumps; mainlines within easements and/or rights-of-ways; sprinkler heads, valves, waterlines, and/or soil moisture sensors servicing the Common Areas; and all smart irrigation controllers (whether servicing the Common Areas and/or an Owner's Lot and/or Unit). Owners shall be solely responsible for Maintaining the following portions of the Irrigation System servicing such Owner's Lot and/or Unit which is located on, under, and/or within such Owner's Lot and/or Unit: sprinkler heads, valves, waterlines, and soil moisture sensors; however, the Association shall have the authority (but not the obligation) to also Maintain such portions of the Irrigation System servicing an Owner's Lot and/or Unit. Only under specifically documented cases agreed-to by the Owner (or the Owner's predecessor-in-interest) will an Owner of a Lot and/or Unit be expected to Maintain portions of the Irrigation System located on, under, and/or within the Common Areas. Notwithstanding anything to the contrary in the foregoing, the Association shall own and Maintain all mainlines and pumps (and associated valves) comprising the Irrigation System, and all reclaimed water meters supplied by the County, regardless of whether such equipment is located on, under, and/or within, or attached to any Improvements within, an Owner's property. Maintenance by the Association and/or Owner (as applicable) to repair any damaged sprinkler heads, valves, ~~water lines, the smart irrigation controller, or waterlines,~~ soil moisture sensors, and/or smart irrigation controllers, shall commence within five (5) days of the notice of the occurrence of the irrigation service being inoperable or not fully functioning as a result of the failure or damage to the equipment located on, under, or within such Person's property. All repairs required to be performed by the Association and/or Owners (as applicable) pursuant to this §7.7(a) shall be completed within fourteen (14) days of the loss of or reduction in irrigation services, or when the repairs cannot reasonably be completed within such period the Person shall commence repairs within such period and continue thereafter in an expeditious manner until completion. Further, the Association and/or Owner (as applicable) may engage the Maintenance services of any irrigation services provider to repair any damaged sprinkler heads, valves, ~~water lines, the smart irrigation controller, or soil moisture sensors.~~ In the event that the property owner does not ~~waterlines, soil moisture sensors, and/or smart irrigation controllers.~~ If the Owner's Lot and/or Unit participates in the Service Group established by the Association pursuant to §5.1(c) and §5.2(b) hereof, the Association's Maintenance performed under this §7.7(a) on an Owner's Lot and/or Unit which is otherwise the Owner's responsibility, shall be covered by the Service Group Assessment. If the Owner's Lot and/or Unit does not participate in the Service Group established by the Association pursuant to §5.1(c) and §5.2(b) hereof, the Owner shall be responsible to fully reimburse the Association for any Maintenance performed by the Association under this §7.7(a) on an Owner's Lot and/or Unit which is otherwise the Owner's responsibility (under no circumstances shall such costs and expenses be Common Expenses); and in the event such Owner does not otherwise timely commence and complete a repair, the Association may levy a penalty (in accordance with Applicable Law) for each day that the Irrigation System is inoperable or otherwise in disrepair.

8. **Term of this Fifth Amendment; Amendments and Termination.** All of the conditions, covenants, easements, provisions, reservations, restrictions, and all the other terms, provisions, and limitations of this Fifth 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 Fifth 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.

9. **Interpretation.** All signatories hereto acknowledge and agree that each has been given the opportunity to independently review this Fifth Amendment with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this Fifth Amendment. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this Fifth 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 Fifth Amendment, the Fifth Amendment will be interpreted as if each participated in the drafting hereof.

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

11. **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 Fifth Amendment.

12. **Binding Effect.** This Fifth 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.

13. **Covenants to Run with the Title to the Land.** This Fifth 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 Fifth Amendment.

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

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

16. **Governing Law, Jurisdiction, and Venue.** The construction, enforcement, and validity of this Fifth 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 Fifth 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 Fifth 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.

17. **Authorization.** The Declarant and Mortgagee each represent and warrant that: such party has authorized the execution, delivery, and performance of this Fifth Amendment by all necessary corporate, partnership, and/or company action; the individual(s) and/or entities executing this Fifth Amendment on behalf of such party has been authorized to execute this Fifth Amendment on behalf of such party; and this Fifth 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 Subject Lands owned by Declarant, and with the joinder and consent of the Association, has caused this Fifth Amendment to be executed on the Effective Date.

{THIS SPACE INTENTIONALLY LEFT BLANK}

{SIGNATURES COMMENCE ON FOLLOWING PAGE}

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

DECLARANT

Signed, sealed, and delivered in the presence of:

Troy E. Simpson
Witness

TROY E. SIMPSON
Printed Name

Jared Lybert
Witness

JARED LYBERT
Printed Name

KH PALMER BLVD LLC, a Florida limited liability

By: James P. Harvey

Print Name: James P. Harvey

Title: Vice President

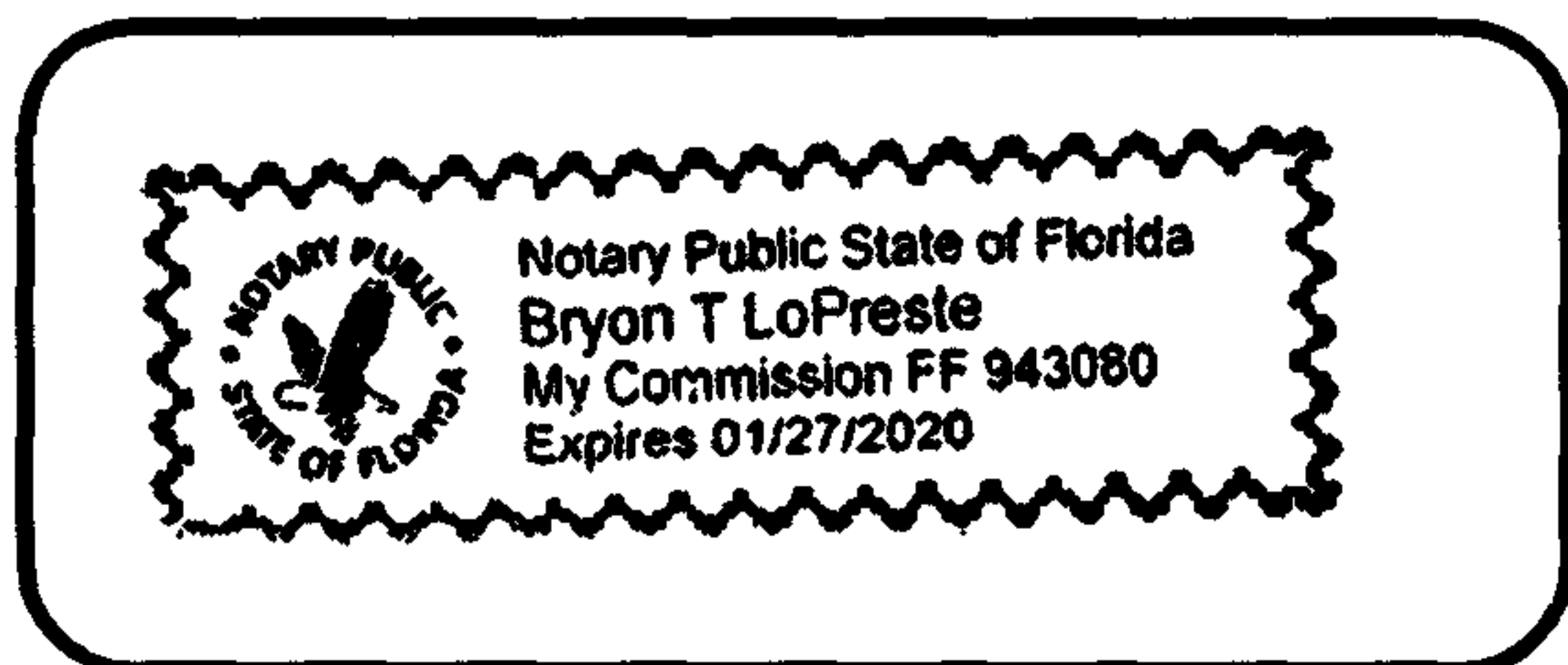
Date: 11-27-19

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of NOVEMBER, 2019, 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.



Notary Stamp

Bryon T. LoPreste
Signature of Notary

Bryon T. LoPreste
Print Name of Notary

My Commission Expires: 01-27-20

{THIS SPACE INTENTIONALLY LEFT BLANK}

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

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

ASSOCIATION

The undersigned, being the Association for Artistry under the Declaration, hereby accepts, joins in, consents to, and approves this Fifth Amendment, and agrees to comply with and fully and promptly perform all of its covenants, duties, and obligations hereunder.

Signed, sealed, and delivered in the presence of:

Troy E. Simpson
Witness

TROY E. SIMPSON
Printed Name

Jared Ybbert
Witness

JARED YBBERT
Printed Name

**ARTISTRY COMMUNITY ASSOCIATION,
INC., a Florida not-for-profit corporation**

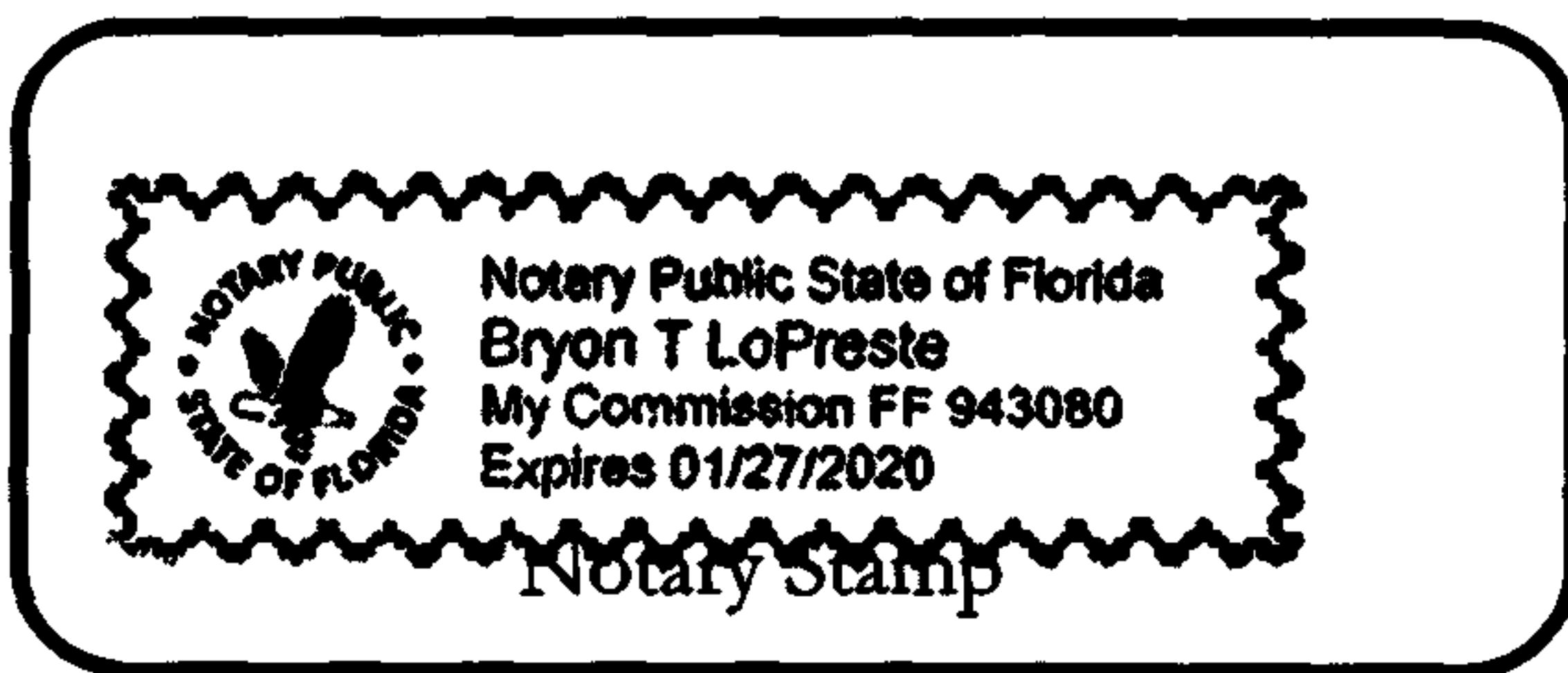
By: David Langhout
David Langhout, as its President

Attest: James P. Harvey
James P. Harvey, as its Secretary
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of November, 2019, by David Langhout as President of Artistry Community Association, Inc., on behalf of the corporation. He is ☒ personally known to me or ☐ has produced _____ as identification, and did not take an oath.



Bryon T. LoPreste
Signature of Notary

Bryon T. LoPreste
Print Name of Notary
My Commission Expires: 01.27.20

{THIS SPACE INTENTIONALLY LEFT BLANK}

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

{ATTACHED TO THE FIFTH 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 Fifth Amendment for the sole purpose of consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

Celli Ryan
Witness

Celli Ryan
Printed Name

Stephanie Heaver
Witness

Stephanie Heaver
Printed Name

STATE OF Texas

COUNTY OF Harris

FLAGSTAR BANK, FSB, a federally chartered savings bank

By: [Signature]

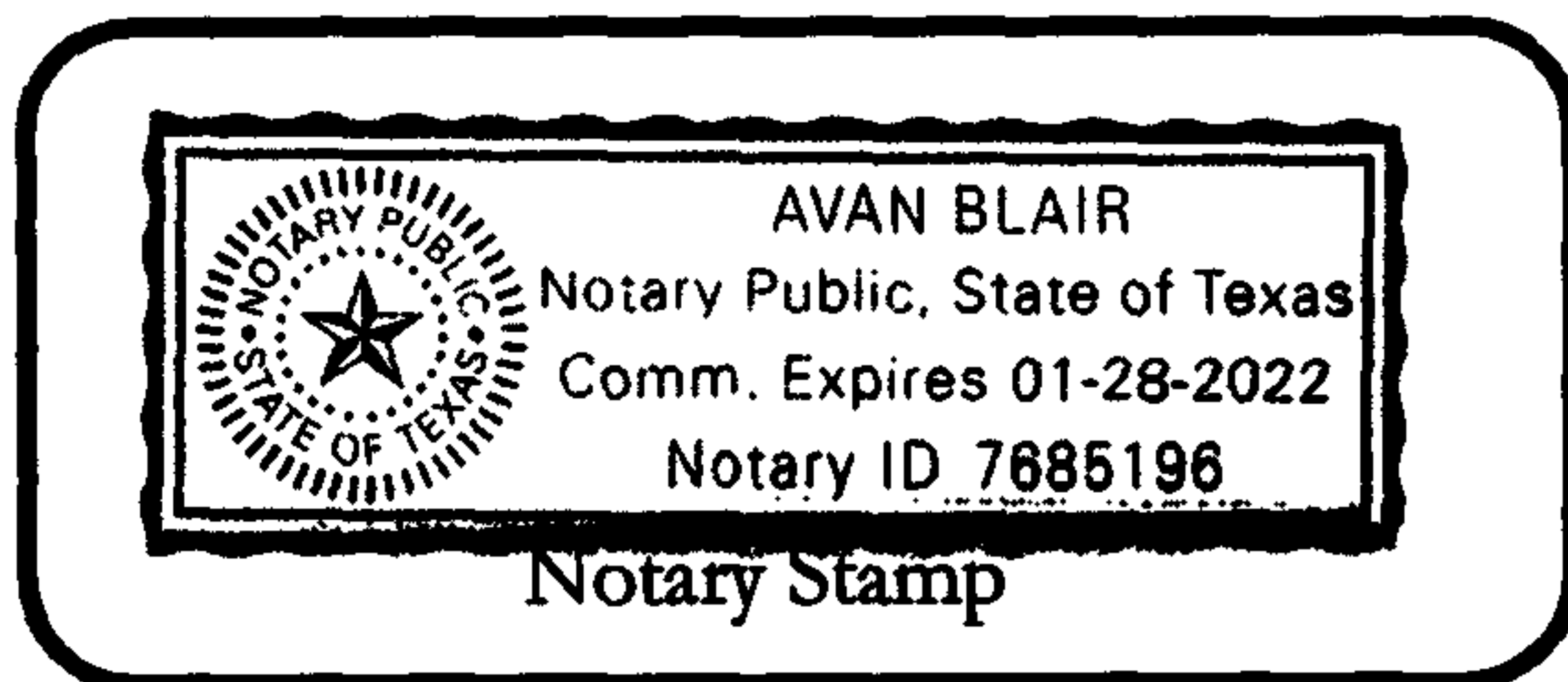
Print Name: Drew C Szilagyi

Title: VP

Date: 11-26-19

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 26th day of November, 2019, 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

{END OF FIFTH AMENDMENT DOCUMENT}