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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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Matter: 69708-122768

Cross-references: Instr. No. 2017004778;
Instr. No. 2017154235;
Instr. No. 2018093242;
Instr. No. 2018141052;
Instr. No. 2019049796; and
Instr. No. 2019164642

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



For Recording Purposes Only

**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.**

(Adding the Phase 2C Property and Phase 2D Property to the Subject Lands)

THIS 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 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 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

H. WHEREAS, the real properties that are the subject of this Sixth 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

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

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

9. **Binding Effect.** This Sixth 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 Sixth 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 Sixth Amendment.

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

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

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

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{SIGNATURES COMMENCE ON FOLLOWING PAGE}

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

DECLARANT

Signed, sealed, and delivered in the presence of:

Witness

MATTHEW AFONSO

Printed Name

Witness

BRYON T. LOPRESTE

Printed Name

KH PALMER BLVD LLC, a Florida limited liability

By: [Signature]

Print Name: James P. Harvey

Title: Authorized Signatory

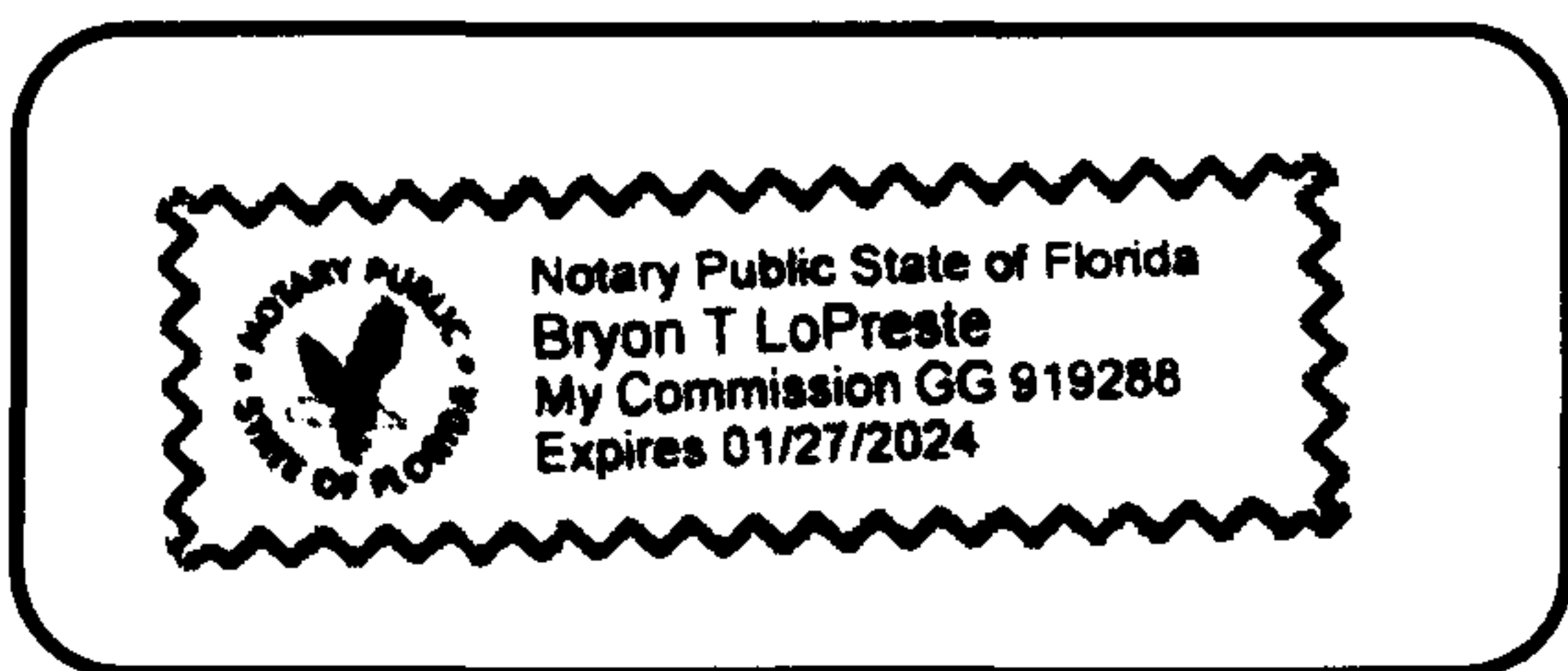
Date: FEBRUARY 8, 2021

(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 FEBRUARY, 2021, by James P. Harvey as Authorized Signatory 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

[Signature]
Signature of Notary

BRYON T. LOPRESTE
Print Name of Notary

My Commission Expires: 01/27/21

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{SIGNATURES CONTINUE ON FOLLOWING PAGE}

{ATTACHED TO THE SIXTH 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 Sixth Amendment for the sole purpose of consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

Sylvia Salas
Witness

SYLVIA SALAS
Printed Name

Alexander Yose
Witness

Alexander Yose
Printed Name

STATE OF TEXAS
COUNTY OF HARRIS

FLAGSTAR BANK, FSB, a federally chartered savings bank

By: *Drew C Szilagyi*

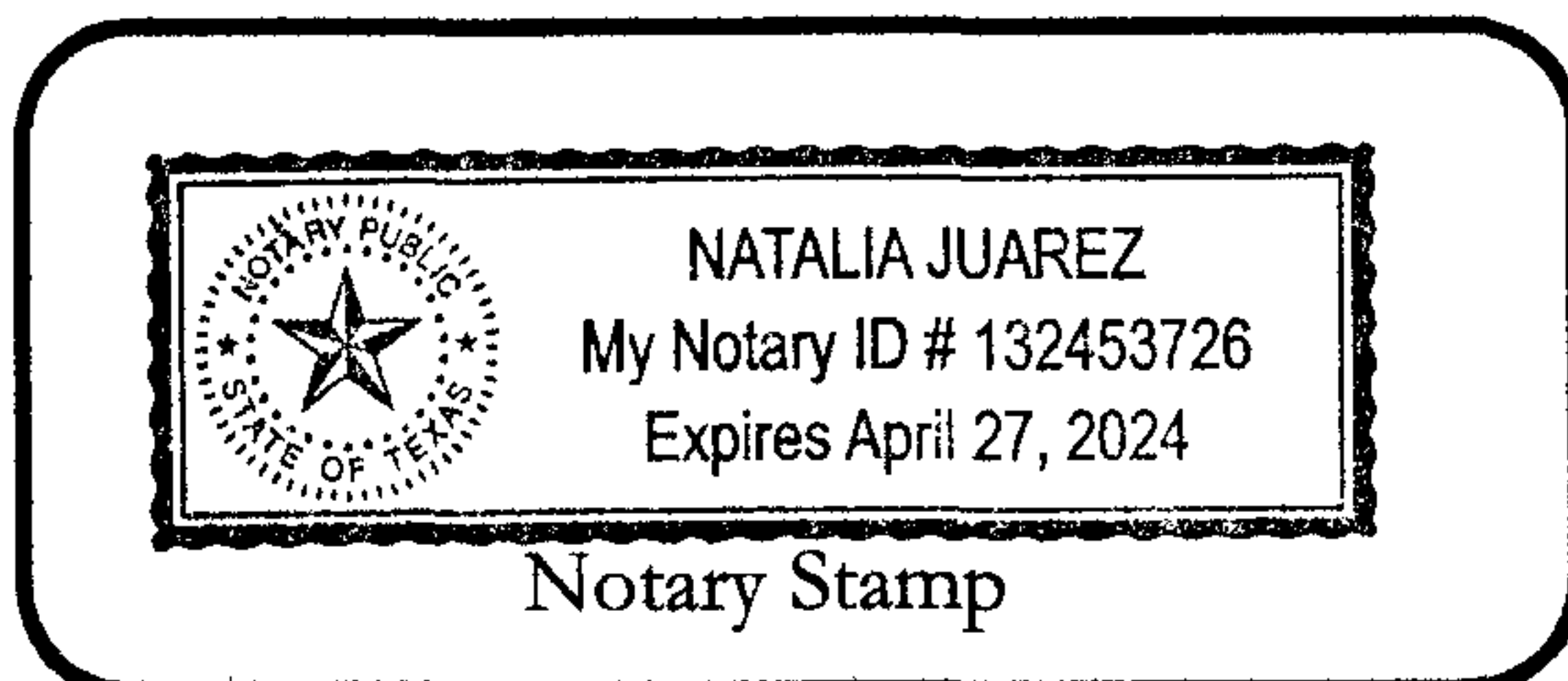
Print Name: Drew C Szilagyi

Title VP

Date: 2-5-21

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5TH day of FEB, 2021, 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 TEXAS DRIVER License as identification, and did not take an oath.



Natalia Juarez
Signature of Notary

NATALIA JUAREZ
Print Name of Notary

My Commission Expires: April 27, 2024

{ "EXHIBIT A" COMMENCES ON FOLLOWING PAGE }

“Exhibit A” – Legal Description of the Additional Property

ARTISTRY, PHASE 2C & 2D

DESCRIPTION: A portion of Lots 8 and 9, Block 24, and a portion of Lots 6 through 11, inclusive, Block 25, and a portion of the former ATLANTIC COAST LINE RAILROAD (130 foot 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, also being a portion of TRACT 401 (Future Development Area), and a portion of TRACT 201 (Stormwater Management and Common 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 Southeast corner of Lot 182, ARTISTRY, PHASE 2B, according to the plat thereof, recorded in Plat Book 52, Pages 282 through 286, inclusive, of the Public Records of Sarasota County, Florida, run thence along the Easterly boundary of said ARTISTRY, PHASE 2B, the following four (4) courses: 1) N.11°00'02"W., a distance of 211.64 feet; 2) Northeasterly, 118.11 feet along the arc of a non-tangent curve to the left having a radius of 140.00 feet and a central angle of 48°20'16" (chord bearing N.52°51'07"E., 114.64 feet); 3) N.57°13'15"W., a distance of 203.60 feet; 4) N.25°16'51"W., a distance of 174.85 feet to the Southernmost corner of ARTISTRY, PHASE 2A, according to the plat thereof, recorded in Plat Book 51, Pages 113 through 118, inclusive, of the Public Records of Sarasota County, Florida; thence along the Easterly boundary of said ARTISTRY, PHASE 2A the following three (3) courses: 1) N.00°00'00"E., a distance of 944.90 feet; 2) N.46°40'46"W., a distance of 395.72 feet; 3) N.10°56'06"W., a distance of 355.00 feet; thence Northeasterly, 548.74 feet along the arc of a non-tangent curve to the left having a radius of 642.50 feet and a central angle of 48°56'05" (chord bearing N.54°35'52"E., 532.21 feet); thence Northerly, 166.74 feet along the arc of a compound curve to the left having a radius of 320.00 feet and a central angle of 29°51'14" (chord bearing N.15°12'12"E., 164.86 feet); thence N.00°16'35"E., a distance of 196.88 feet; thence Northerly, 153.23 feet along the arc of a tangent curve to the left having a radius of 750.00 feet and a central angle of 11°42'22" (chord bearing N.05°34'36"W., 152.97 feet); thence Northerly, 399.01 feet along the arc of a reverse curve to the right having a radius of 1078.45 feet and a central angle of 21°11'54" (chord bearing N.00°49'50"W., 396.74 feet); thence Northerly, 192.00 feet along the arc of a reverse curve to the left having a radius of 250.00 feet and a central angle of 44°00'15" (chord bearing N.12°14'01"W., 187.32 feet); thence N.01°17'05"E., a distance of 225.00 feet; thence Southwesterly, 9.18 feet along the arc of a non-tangent curve to the left having a radius of 12.00 feet and a

central angle of 43°50'28" (chord bearing S.66°53'06"W., 8.96 feet) to the Easterly boundary of ARTISAN WAY (TRACT 100, private Right-of-Way) of ARTISTRY, PHASE 1B-2, according to the plat thereof, recorded in Plat Book 53, Pages 1 through 5, inclusive, of the Public Records of Sarasota County, Florida; thence along the Easterly boundary of said TRACT 100, N.44°57'52"E., a distance of 79.06 feet; thence Southerly, 19.31 feet along the arc of a tangent curve to the left having a radius of 12.00 feet and a central angle of 92°11'05" (chord bearing S.01°07'41"E., 17.29 feet); thence S.47°13'14"E., a distance of 57.75 feet; thence S.89°43'25"E., a distance of 217.27 feet; thence N.00°16'35"E., a distance of 20.00 feet; thence S.89°43'25"E., a distance of 361.24 feet to a point on the West boundary of Drainage Canal No. 29 of the aforesaid plat, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS; thence along said West boundary, S.00°16'35"W., a distance of 4306.06 feet to a point on the Southerly boundary of the former ATLANTIC COAST LINE RAILROAD (130 foot wide) right-of-way; thence along said Southerly boundary, N.57°13'15"W., a distance of 933.00 feet to a point on the Easterly boundary of the aforesaid ARTISTRY, PHASE 2B; thence along said Easterly boundary the following two (2) courses: 1) N.32°46'45"E., a distance of 98.38 feet; 2) Easterly, 215.61 feet along the arc of a non-tangent curve to the left having a radius of 340.00 feet and a central angle of 36°20'03" (chord bearing S.82°50'01"E., 212.02 feet) to the **POINT OF BEGINNING**.

Containing 67.343 acres, more or less.

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{END OF SIXTH AMENDMENT DOCUMENT}