

This instrument prepared by and
after recording return to:
Robert W. Bowser, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

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**SIXTH AMENDMENT AND SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE ISLES OF LAKE HANCOCK RESIDENTIAL SUBDIVISION**

THIS SIXTH AMENDMENT AND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ISLES OF LAKE HANCOCK RESIDENTIAL SUBDIVISION (this "Sixth Amendment") is made as of the Sixth Amendment Effective Date (as that term is defined below), by **CALATLANTIC GROUP, INC.**, a Delaware corporation ("Declarant"), whose post office address is 15360 Barranca Pkwy., Irvine, CA 92618.

RECITALS:

WHEREAS, via that certain Assignment of Declarant's Rights recorded in Official Records Book 10619, Page 434, of the Public Records of Orange County, Florida (the "Assignment"), Declarant was assigned all right, title and interest as Declarant and Developer under that certain Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision, recorded in Official Records Book 5120, Page 3176, as amended by that certain Amendment of Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision recorded in Official Records Book 6314, Page 2939; that certain Supplemental Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision recorded in Official Records Book 6314, Page 2948; that certain Second Amendment to Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision recorded in Official Records Book 6583, Page 4199; that certain Second Supplemental Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision recorded in Official Records Book 10486, Page 633; that certain Third Amendment and Supplement to Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision recorded in Official Records Book 10837, Page 4463; that certain Fourth Amendment to Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision recorded in Official Records Book 10971, Page 562, and that certain Corrective Fifth Amendment to Declaration of Covenants and Restrictions for the Isles of Lake Hancock Residential Subdivision, recorded April 19, 2016 as DOC # 20160197173, all of the Public Record of Orange County, Florida (collectively, the "Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration);

WHEREAS, pursuant to Article II, Sections 2 and 3 of the Declaration, Declarant, as Developer, may, in its sole discretion, by the recording of a Supplemental Declaration, add additional lands to the Development; and

WHEREAS, Declarant desires to submit additional lands to the Declaration (the "Additional Property"); and

WHEREAS, pursuant to Article VI, Section 32 of the Declaration, Declarant, as Developer, has the right and authority, for a period of five (5) years from the recording of any amendment to the Declaration submitting additional properties to the Declaration, to amend the Declaration without notice or approval of the Members of the Isles of Lake Hancock Homeowners Association, Inc. ("Association"), provided that such amendment is substantially consistent with the general uniform plan of residential development set forth in Article VI of the Declaration; and

WHEREAS, as of the Sixth Amendment Effective Date, less than five (5) years has elapsed since additional property was submitted to the Declaration; and

WHEREAS, pursuant to the authority granted to Declarant by the Declaration, Declarant wishes to amend the Declaration as set forth herein; and

WHEREAS, the owner of the Additional Property desires to join in and consent to submitting the Additional Property to the Declaration;

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Sixth Amendment in the Public Records of Orange County, Florida, does hereby declare that the Declaration is hereby amended as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Additional Property Subject to the Declaration. Pursuant to Article II, Sections 2 and 3, of the Declaration, Declarant hereby submits to the Declaration the following Additional Property:

- a. Tract G Remainder. That certain real property described on **Exhibit "A"** attached hereto and made a part hereof by this reference. Declarant hereby adds the Tract G Remainder to the operation of the Declaration as "Common Property" as defined in Article I, Section d. of the Declaration. Notwithstanding the foregoing, at no time, except by specific written agreement with the owner of the Tract G Remainder, shall any Lot Owners or Association Members (as such terms are defined in the Declaration) have a right to access or use the Tract G Remainder. No vertical improvements or landscaping may be installed on the Tract G Remainder which would be inconsistent with the existing improvements on the Tract G Remainder and the Landscape Plan, provided that the foregoing shall not prohibit installation of paths, sidewalks and benches. The Tract G Remainder shall be exempt from assessments.

3. Tract G Remainder Landscape. On or before the Sixth Amendment Effective Date, the Association has reviewed and approved that certain Landscape Plan for the Tract G Remainder attached hereto as **Exhibit "B"** and made a part hereof by this reference (the "Landscape Plan"). On or before six (6) months of the Sixth Amendment Effective Date, Declarant shall, at its sole cost and expense, install landscaping on the Tract G Remainder in

accordance with the Landscape Plan. The Association shall thereafter maintain and repair the landscaping on the Tract G Remainder in accordance with the Landscape Plan, provided, however, that the Association agrees that it shall not maintain, trim or in any way touch any oak trees shown on the Landscape Plan which are located on or adjacent to the Tract G Remainder or any pine trees shown on the Landscape Plan which are located adjacent to the judging tower on or near the Tract G Remainder. Nothing contained herein shall limit the rights of the owner of the Tract G Remainder from maintaining the Tract G Remainder consistent with the Landscape Plan.

4. Installation and Maintenance of Cart Path. On or before six (6) months of the Sixth Amendment Effective Date, Declarant shall, at its sole cost and expense, install a cart path on the Tract G Remainder as depicted on the Landscape Plan. Any and all maintenance of the cart path's soft base material (i.e. crushed shell, gravel, etc.) shall be the responsibility of the owner of the Tract G Remainder and performed at said owner's sole cost and expense. Notwithstanding the foregoing, the sod cover of the cart path shall be maintained by the Association.

5. Ski School. Article V, Section 2 of the Declaration is hereby revised to reflect that Tract J and Tract F, Isles of Lake Hancock Phase II, as depicted on the plat thereof recorded in Plat Book 48, Pages 6 through 11, of the Public Records of Orange County, Florida may be used for the operation of a waterski school during daylight hours (the "Ski School"). All customers, guests and invitees of the Ski School are granted an easement over and across the streets within the Development for access to and from the Ski School as necessary for the operation of the Ski School.

6. Tract J. Declarant and Association acknowledge and agree that neither shall oppose any future development of Tract J which is substantially consistent with (i) the general uniform plan of residential development set forth in Article VI of the Declaration; and (ii) that certain Isles of Lake Hancock Phase III Preliminary Subdivision plan dated received October 3, 2008, and approved December 2, 2008, (the "PSP") as may be subsequently amended. In the event of conflict, the terms of the PSP shall control.

7. Joinder of Additional Property Owner. As of the Sixth Amendment Effective Date, the Additional Property is owned by Justen Properties, LLC (the "Additional Property Owner"). By execution hereof, the Additional Property Owner hereby join in and consent to the terms of this Sixth Amendment.

8. Effect of this Sixth Amendment. Except as modified by this Sixth Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Sixth Amendment and the terms of the Declaration, including, but not limited to, Article IV and V of the Declaration or the other governing documents of the Association, the terms of this Sixth Amendment shall control, but only as necessary to resolve any such inconsistency or conflict.

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IN WITNESS WHEREOF, Declarant has executed this Sixth Amendment as of the date written below (the "Sixth Amendment Effective Date").

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Felicia Lopez
[Signature]
Print Name: Myrtle Treves

DECLARANT:

CALATLANTIC GROUP, INC.,
a Delaware corporation

By: [Signature]
Richard Rosello, Vice President of Land
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of October, 2016, by Richard Rosello, as Vice President of Land of **CALATLANTIC GROUP, INC.**, a Delaware corporation, on behalf of said entity. He (check appropriate box) ☒ is personally known to me or ☐ has produced his State of _____ driver's license as identification.

(NOTARY STAMP)



SARAH JAYNE GREER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF089359
Expires 2/3/2018

[Signature]
Name: Sarah Greer
Title: Notary Public
My Commission Expires: 2/3/2018

Executions Continue on Following Page

Signed, sealed and delivered in the presence of:

10/27/16
Print Name: Felicia Leguina
Krista Treves
Print Name: Krista Treves

ASSOCIATION:

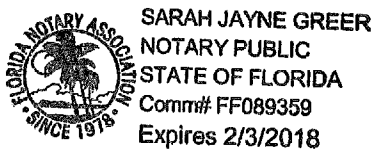
**ISLES OF LAKE HANCOCK
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: [Signature]
Richard Rosello, President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of October, 2016, by Richard Rosello, as President of **ISLES OF LAKE HANCOCK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation on behalf of said entity. He (check appropriate box) ☒ is personally known to me or ☐ has produced his State of _____ driver's license as identification.

(NOTARY STAMP)





[Signature]
Name: Sarah Greer
Title: Notary Public
My Commission Expires: 2/3/2018

Executions Continue on Following Page

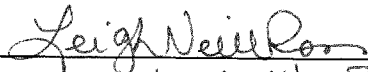
ADDITIONAL PROPERTY OWNER:

WITNESSES:


Print Name: Cameron Lawrence

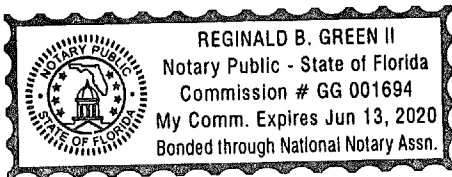

Print Name: Aneka Lowe

JUSTEN PROPERTIES, L.L.C., a Florida
limited liability company

By: 
Name: Leigh Neill Ross
Title: Manager + Registered Agent
Date: 11/17/16

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17th day of
November, 2016, by Leigh Ross as
_____ of **JUSTEN PROPERTIES, L.L.C.**, a Florida limited liability
company, on behalf of the company and {check appropriate box} [] who is personally known
to me or [x] has produced his State of Florida driver's license as identification.



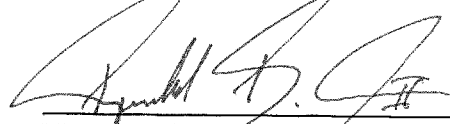

Notary Public, State of Florida
Reginald B. Green II
Notary's Printed Name
My Commission Expires: June 13, 2020

EXHIBIT "A"
Tract G Remainder

Tract G, according to the plat of Isles of Lake Hancock Phase II, recorded in Plat Book 48, Pages 6 through 11, of the Official Records of Orange County, Florida less and except:

A portion of Tracts G, E and F, Isles of Lake Hancock Phase II according to the plat thereof as recorded in Plat Book 48, Pages 6 through 11 of the Public Records of Orange County, Florida, all lying in Section 27, of Township 23 South, Range 27 East in Orange County, Florida more particularly described as follows:

Commence at a 6x6 Concrete Fries Monument at the Southwest corner of the Southwest $\frac{1}{4}$ of Section 27, Township 23 South, Range 27 East in Orange County, Florida; thence run North 89°30'18" East along the South line of the Southwest $\frac{1}{4}$ of said Section 27 a distance 589.98 feet; thence North 00°29'42" West, departing said South line, a distance of 30.00 feet to a point on the North Right-of-Way line of Porter Road as recorded in Deed Book 688, Page 506 of said public records also being the Southerly line of said Isles of Lake Hancock Phase II; thence run North 01°34'11" East, departing said North Right-of-Way line and said Southerly line of Isles of Lake Hancock Phase II, a distance of 30.67 feet; thence run North 22°17'38" East a distance of 203.09 feet; thence run North 07°09'33" West a distance of 220.27 to the POINT OF BEGINNING of this description;

From the POINT OF BEGINNING; thence run North 11°12'12" West for a distance of 82.14 feet to a point of curvature of a curve concave Westerly having a radius of 263.38 feet, with a chord bearing of North 14°08'02" West, and a chord distance of 34.78 feet, thence run Northerly through a central angle of 07°34'20" along the arc of said curve for a distance of 34.81 feet to a point of compound curvature with a curve, concave Westerly having a radius of 1017.08 feet, with a chord bearing of North 22°42'12" West, and a chord distance of 169.63 feet, thence run Northerly through a central angle of 09°34'00" along the arc of said curve for a distance of 169.82 feet to a point of reverse curvature with a curve, concave Easterly having a radius of 983.60 feet, with a chord bearing of North 13°05'47" West, and a chord distance of 488.90 feet, thence run Northerly through a central angle of 28°46'50" along the arc of said curve for a distance of 494.08 feet to a point of tangency thereof, thence run North 01°17'38" East for a distance of 118.01 feet to the point of curvature of a curve, concave Westerly having a radius of 592.51 feet, with a chord bearing of North 10°44'06" West, and a chord distance of 246.96 feet, thence run Northerly through a central angle of 24°03'27" along the arc of said curve for a distance of 248.79 feet to a point of reverse curvature with a curve, concave Easterly having a radius of 886.05 feet, with a chord bearing of North 20°33'52" West, and a chord distance of 68.00 feet, thence run Northerly through a central angle of 04°23'54" along the arc of said curve for a distance of 68.02 feet to the point of tangency thereof, thence run North 18°21'55" West for a distance of 142.35 feet to the point of curvature of a curve, concave Easterly having a radius of 465.00 feet, with a chord bearing of North 10°09'06" West, and a chord distance of 132.86 feet, thence run Northerly through a central angle of 16°25'38" along the arc of said curve for a distance of 133.32 feet to a point of tangency, thence run North 01°56'17" West for a distance of 131.91 feet to a point on a curve, concave Northerly having a radius

of 885.00 feet, with a chord bearing of North 50°09'57" East and a chord distance of 81.54 feet; thence run Northeasterly through a central angle of 05°16'50" along the arc of said curve a distance of 81.57 feet; thence run North 30°42'48" West for a distance of 25.55 feet to a point on the Southerly Right-of-Way line of Isleview Drive, according to the plat thereof as recorded in Plat Book 48, Pages 6 through 11 of said public records, said point also lying on a curve, concave Northerly having a radius of 860.00 feet, with a chord bearing of South 57°23'32" West, and a chord distance of 304.99 feet; thence run along said Southerly Right-of-Way line of Isleview Drive the following courses: Southwesterly through a central angle of 20°25'39" along the arc of said curve for a distance of 306.61 feet to the point of tangency thereof; thence run South 67°36'22" West for a distance of 42.45 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 36°30'55" West, and a chord distance of 25.82 feet, thence run Southerly through a central angle of 62°10'55" along the arc of said curve for a distance of 27.13 feet to a point of reverse curvature with a curve, concave Westerly having a radius of 50.00 feet, with a chord bearing of South 26°39'58" West, and a chord distance of 36.23 feet, thence run Southerly along the arc of said curve for a distance of 37.07 feet through a central angle of 42°29'02" to the end of said curve segment; thence run South 06°06'34" East, departing said Southerly Right-of-Way line, a distance of 133.77 feet; thence run South 19°55'28" East for a distance of 123.14 feet; thence run South 16°40'41" East for a distance of 110.67 feet; thence run South 22°45'50" East for a distance of 88.72 feet; thence run South 13°12'18" East for a distance of 48.42 feet; thence run South 02°14'42" East for a distance of 62.76 feet; thence run South 01°01'05" West for a distance of 92.71 feet; thence run South 00°08'57" East for a distance of 129.82 feet; thence run South 07°27'10" East for a distance of 135.72 feet; thence run South 13°10'31" East for a distance of 133.12 feet; thence run South 17°35'33" East for a distance of 128.61 feet; thence run South 25°47'58" East for a distance of 114.40 feet; thence run South 23°25'24" East for a distance of 57.58 feet; thence run South 49°18'25" East for a distance of 33.54 feet; thence run South 52°56'41" East for a distance of 100.06 feet; thence run South 83°46'43" East for a distance of 65.75 feet; thence run North 89°43'37" East for a distance of 28.74 feet to a point on a curve, concave Northerly, having a radius of 50.00 feet, with a chord bearing of South 75°15'57" East, and a chord distance of 58.75 feet, thence run Easterly through a central angle of 71°57'54" along the arc of said curve for a distance of 62.80 feet to the beginning of another curved segment; concave Southwesterly having a radius of 105.01 feet, with a chord bearing of South 44°31'09" East, and a chord distance of 52.68 feet, thence run Southeasterly through a central angle of 29°03'10" along the arc of said curve for a distance of 53.25 feet to the end of said curved segment, thence run North 35°58'58" East a distance of 54.05 feet to the POINT OF BEGINNING.

Containing 10.208 acres more or less.

Exhibit "B"
(Landscape Plan)

Attached

