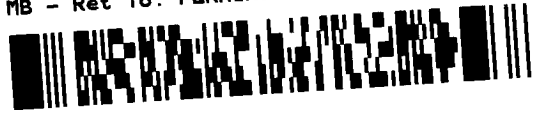


PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Pennington, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607



-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE ENCLAVE AT MOSS PARK**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ENCLAVE AT MOSS PARK (this "**Sixth Amendment**") is made this 9th day of October, 2013, by THE ENCLAVE AT MOSS PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "**Association**"), whose address is 4700 Millenia Boulevard, Suite 515, Orlando, Florida 32839, and joined by LENNAR HOMES, LLC, a Florida limited liability company ("**Lennar**"), whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607.

RECITALS

A. The Declaration of Covenants and Restrictions for The Enclave at Moss Park was recorded September 15, 2005 in O.R. Book 8193, Page 2281 in the Public Records of Orange County, Florida (the "**Original Declaration**"). The Original Declaration was amended by the First Amendment to Declaration of Covenants and Restrictions for The Enclave at Moss Park, recorded on April 13, 2006, in O.R. Book 8586, Page 2745, Public Records of Orange County, Florida (the "**First Amendment**"), the Second Amendment to Declaration of Covenants and Restrictions for The Enclave at Moss Park, recorded on July 14, 2006, in O.R. Book 8753, Page 2838, Public Records of Orange County, Florida (the "**Second Amendment**"), the Third Amendment to Declaration of Covenants and Restrictions for The Enclave at Moss Park, recorded on January 30, 2009 in O.R. Book 9822, Page 5577, Public Records of Orange County, Florida (the "**Third Amendment**"), the Fourth Amendment to Declaration of Covenants and Restrictions for The Enclave at Moss Park, recorded on July 9, 2009 in O.R. Book 9899, Page 0067, Public Records of Orange County, Florida (the "**Fourth Amendment**") and the Fourth Amendment (misnumbered) to Declaration of Covenants and Restrictions for The Enclave at Moss Park, recorded on April 27, 2010 in O.R. Book 10035, Page 5426, Public Records of Orange County, Florida (the "**Fifth Amendment**"). The Original Declaration together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment shall hereinafter be referred to as the "**Declaration**."

B. Lennar is the owner of certain real property located in Orange County, Florida, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Additional Lands**").

C. The Membership of the Association agrees that it is in the best interests of the Community as a whole to annex the Additional Lands into the Community subject to the terms of this Sixth Amendment. The Membership acknowledges that the legal description of the Additional Lands set forth in **Exhibit A** is subject to final approval by Orange County, and that Orange County may require changes to such legal description as a condition for such approval. The Membership hereby authorizes the Board of Directors to record this Sixth Amendment in the Public Records of Orange County incorporating any such changes to the legal description for the Additional Lands as required by Orange County.

D. Pursuant to Article VI, Section 1 of the Declaration, the Members of the Association have the right to amend the Declaration in order to annex the Additional Lands, provided said amendment has been approved by two-thirds (2/3) of the Class A Members entitled to cast votes at a duly called meeting of the Association. The Certificate of Amendment attached hereto as **Schedule 1** certifies the Association received approval for this Sixth Amendment in accordance with Article VI, Section 1 of the Declaration.

E. The Membership of the Association desires to modify the Declaration as set forth below.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lennar and the Association agree to annex the Additional Lands into the Community, subject to the following:

1. **Recitals and Capitalized Terms.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Sixth Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. **Conflicts.** In the event there is a conflict between this Sixth Amendment and the Declaration, this Sixth Amendment shall control. Whenever possible, this Sixth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. **Annexation.** The Declaration shall be amended by the annexation of the Additional Lands more particularly described in **Exhibit A**, subject to revisions to the legal description for the Additional Lands that may be required by Orange County. The Additional Lands shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from

time to time, subject to the terms of this Sixth Amendment. The Membership of the Association agrees that annexation of the Additional Lands shall occur within two (2) business days after the final plat approval for the Additional Lands is received from Orange County. Further, the Membership of the Association agrees the actual and final legal description of the Additional Lands may contain changes required by Orange County and shall be the legal description approved by Orange County in connection with the final plat approval for the Additional Lands.

4. **Builder Status.** The Association agrees and acknowledges Lennar is a residential builder and duly licensed, either itself or through an affiliated entity, to perform residential construction services in the State of Florida (a "**Builder**"). As such, Lennar shall have all "Builder" rights provided for in the Declaration. The Association hereby designates Lennar as a Builder entitled to exercise the right to construct and use signs, construction trailers or buildings, model units, design centers, and offices for sales and re-sales of Homes located in the Additional Lands. As such, the Association agrees not to enforce the Declaration against Lennar in a manner that would conflict with these rights.

5. **Development Rights.** Lennar and the Association expressly agree and understand that, as a material inducement to Lennar agreeing to annex the Additional Lands into the Community, the Association agrees not to enforce the Declaration against Lennar in a manner that would adversely affect the interests of Lennar as a Builder. Without limiting the foregoing, Lennar and/or its successor and assigns, shall have the right to: (i) develop and construct Homes and related improvements within the Additional Lands; (ii) maintain sales offices (for the sale and re-sale of Homes) and general sales offices and construction operations within the Additional Lands; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Additional Lands for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of Homes within the Additional Lands; (v) post, display, inscribe or affix within the Community, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Additional Lands, including without limitation, Lots owned by Lennar; (vi) park and utilize construction vehicles in connection with construction, improvement, installation, or repair of Homes in the Additional Lands by Lennar, and/or its agents; (vii) make whatever improvements Lennar deems necessary to any portion of the Additional Lands dedicated or intended by Lennar to become Common Areas of the Community; and (viii) undertake all activities that are necessary for the development and sale of any lands and improvements owned by Lennar within the Additional Lands. The Association agrees that all provisions of the Declaration in conflict with this paragraph shall be deemed inoperative as to Lennar.

6. **Architectural Control.** The Association agrees that pursuant to Article VIII, Section 2 of the Declaration of Master Covenants, Conditions and Restrictions of Moss Park Community (Residential Properties), recorded in OR Book 6539, Page 5948, Public Records of Orange County, Florida (as amended, the "**Master Declaration**"), all architectural approval and review authority for the Community is exclusively within the

jurisdiction of the Moss Park Master Homeowner's Association, Inc. (the "**Master Association**"). As such, the Association hereby agrees and acknowledges that it currently does not have the authority to review and approve plans and specifications concerning the location, size, type or appearance of any structure or improvement constructed by Lennar within the Additional Lands. The Association hereby acknowledges that Lennar currently holds certain rights pursuant to the Assignment of Declarant's Rights (Residential), recorded in OR Book 10539, Page 8709, Public Records of Orange County, Florida, including the right and authority to appoint the ARC (as defined in the Master Declaration). As such, the Association agrees that Lennar is not required to comply with Article IX of the Declaration and is not subject to any architectural review of Lennar's plans by the Association. Further, the Association agrees Lennar is not bound by, and the Association shall have no right to require Lennar's compliance with, the Design Guidelines and the Architectural Guidelines.

7. **Duration of Rights.** The rights of Lennar set forth in this Sixth Amendment shall extend for a period of time ending upon the earlier of: (i) when Lennar no longer owns any portion of the Additional Lands, (ii) a written relinquishment of these rights by Lennar; or (iii) no later than ten (10) years from the date this Sixth Amendment is recorded in the Public Records of Orange County, Florida.

8. **Conveyance of Common Areas.** The provisions of Article XI of the Declaration shall apply to the Common Areas identified in the recorded plat of the Additional Lands. In the event Orange County requires the Association to execute a statement acknowledging the Association is accepting maintenance responsibility for the Common Areas identified in the recorded plat of the Additional Lands, the Association shall provide such executed statement within three (3) business days of the Association's receipt from Lennar of a request for such statement.

9. **Indemnity.** In the event this Sixth Amendment is approved by the Membership of the Association in accordance with the provisions of Article VI, Section 1 of the Declaration, the Association shall protect, indemnify, defend and hold harmless Lennar and its: (A) Officers, Directors, Shareholders, Members, Partners, Employees, Representatives, Agents, Successors, Assigns and Affiliates, and; (B) Affiliates' Officers, Directors, Shareholders, Members, Partners, Employees, Representatives, Agents, Successors, and Assigns hereinafter referred to as the "Indemnified Parties", from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses including reasonable attorney's fees, arising from, or related in any way to the Membership's authority to approve the annexation of the Additional Lands in accordance with the provisions of Article VI, Section 1 of the Declaration, and the terms of this Sixth Amendment.

10. **Payment of Assessments.** In accordance with Article V, Section 3 of the Declaration, assessments for Common Expenses as against each Lot within the Additional Lands shall commence of the first day of the full calendar month after a Certificate of Occupancy for the Home on the Lot is issued. Notwithstanding the foregoing, the Membership agrees that so long as Lennar, or its successor or assigns, are offering Homes or Lots within the Additional Lands for sale in the ordinary course of

business, any unsold Home or Lot owned by Lennar, or its successor or assigns, within the Additional Lands for which a Certificate of Occupancy has not been issued, shall be excused from the levying and payment of assessments. However, the waiver of such right to levy assessments and the obligation for the payment of such assessments against any Lot within the Additional Lands, shall terminate three (3) years from the date of the recording of this Sixth Amendment and assessments for Common Expenses as against each Lot within the Additional Lands shall commence as of the first day of the full calendar month thereafter irrespective of whether a Certificate of Occupancy has been issued with respect to any Lot within the Additional Lands.

11. Voting Rights. As long as any Home or Lot within the Additional Lands is excused from the levying and payment of assessments in accordance with the terms of this Sixth Amendment, the owner of such Home or Lot so excused from the levying and payment of assessments shall have no voting rights within the Association.

12. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

13. This Sixth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Orange County, Florida.

[Signatures on the Following Page]

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Association has caused this Sixth Amendment to be executed in accordance with the authority hereinabove expressed this 9th day of October, 2013.

ATTEST:

THE ENCLAVE AT MOSS PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: Roger L. Davis
Name: ROGER L. DAVIS
Its: Secretary

By: Christian E. Pratt
Name: Christian E. Pratt
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 16th day of NOV, 2013, by Christian Pratt as President, and by Roger Davis, as Secretary, respectively of THE ENCLAVE AT MOSS PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the Association. They [are personally known to me] [have produced Driving license as identification]. They [are personally known to me] [have produced Driving license as identification].

My commission expires:

Aug 14 2014



KALPESHKUMAR C. PATEL
MY COMMISSION # EE 008375
EXPIRES: August 14, 2014
Bonded Thru Budget Notary Services

Kalpesh Patel

Kalpesh Patel

NOTARY PUBLIC, State of Florida at Large

Print Name Kalpesh Patel

JOINDER

LENNAR HOMES, LLC, a Florida limited liability company ("Lennar") does hereby join in the SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ENCLAVE AT MOSS PARK (the "Sixth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Lennar agrees that this joinder is for the purpose of subjecting the real property legally described in Exhibit A of the Sixth Amendment to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of October 10, 2013.

WITNESSES:

"LENNAR"

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: Carol [unclear]
[Signature]
Print Name: Joe Fulginiti

By: [Signature]
Mark Metheny
Vice President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 10th day of October, 2013, by Mark Metheny, Vice President of LENNAR HOMES LLC, a Florida limited liability company, on behalf of the Company. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.



[Signature]
Notary Public
Print Name: Kristen Joseph
My Commission Expires: April 21st, 2017

Schedule 1

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE ENCLAVE AT MOSS PARK**

THE UNDERSIGNED HEREBY CERTIFIES that at a duly called meeting of the Members of THE ENCLAVE AT MOSS PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") on September 24, 2013, by a vote of not less than two-thirds (2/3's) of the total Class A Members, the Members approved the Sixth Amendment to the Declaration of Covenants and Restrictions for The Enclave at Moss Park to which this Certificate is attached.

IN WITNESS WHEREOF the Association has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 16th day of NOV, 2013.

ATTEST:

THE ENCLAVE AT MOSS PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Print Name: ROGER L. DAVIS
Its: Secretary

By: [Signature]
Print Name: Christian E. Pratt
Its: President

{Corporate Seal}

STATE OF FLORIDA
COUNTY OF Gauche

The foregoing instrument was acknowledged before me this 16th day of NOV, 2013, by Christian Pratt, as President, and by Roger Davis, as Secretary, respectively of THE ENCLAVE AT MOSS PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the Association. They [are personally known to me] [have produced Driving license as identification].

My commission expires:

August 2014



KALPESHKUMAR C. PATEL
MY COMMISSION # EE 008375
EXPIRES: August 14, 2014

Bonded Thru Budget Notary Services
S:\obj\clients\lennar\Moss Park\Enclave at Moss Park\Governing Documents\Declaration\Amendments\6th Amendment\7 - Enclave at Moss Park.docx

[Signature]

[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name

Kalpesh Patel

EXHIBIT A
ADDITIONAL LAND

LEGAL DESCRIPTION

SHEET 1 OF 2

PARCEL E:

COMMENCING at the Northwest corner of Tract F1, Wycliffe Bible Translators Corporate Office Campus Phase I, as recorded in Plat Book 50 Pages 35 through 37 of the Public Records of Orange County, Florida; thence run South 00°02'35" East, along the Westerly line of said Tract F1, for a distance of 236.04 feet to the POINT OF BEGINNING; thence continue South 00°02'35" East, along said Westerly line, for a distance of 159.14 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 450.00 feet, a chord bearing of South 22°36'36" West and a chord distance of 346.63 feet; thence run Southwesterly along the arc of said curve, and said Westerly line of Tract F1, through a central angle of 45°18'22" for an arc distance of 355.83 feet to the point of reverse curvature of a curve, concave Southeasterly, having a radius of 750.00 feet, a chord bearing of South 38°52'40" West and a chord distance of 166.82 feet; thence run Southwesterly along the arc of said curve, and said Westerly line of Tract F1, through a central angle of 12°46'13" for an arc distance of 167.16 feet to the Northwest corner of Tract S-1 of Enclave at Moss Park Phase 2A, as recorded in Plat Book 73, Pages 23 though 26 of the said Public Records of Orange County, Florida; thence departing said curve and said Westerly line of Tract F1, run South 89°58'12" West, along the North line of said Tract S-1 and the Westerly projection thereof, also being the Northerly line of Enclave at Moss Park Phase 2B, as recorded in Plat Book 74, Pages 98 through 101 of the said Public Records of Orange County, Florida, for a distance of 554.91 feet to the Southeast corner of Lot 334 of said Enclave at Moss Park Phase 2A; thence departing said North line its Westerly projection, run North 00°01'48" West, along the Easterly line of said Enclave at Moss Park Phase 2A, for a distance of 605.76 feet to the Northeast corner of Lot 325 of said Enclave at Moss Park Phase 2A; thence departing said Easterly line run South 89°58'12" West, along the Northerly line of said Enclave at Moss Park Phase 2A, for a distance of 506.35 feet to the Southeast corner of Tract OS-1 of Enclave at Moss Park, as recorded in Plat Book 62, pages 105 through 111 of the aforesaid Public Records of Orange County, Florida; thence departing said Northerly line, run North 01°06'48" East, along the Easterly line of said Tract OS-1, for a distance of 35.73 feet; thence departing said Easterly line of Tract OS-1, run North 89°59'50" East for a distance of 1243.89 feet; thence run South 00°00'10" East for a distance of 32.00 feet; thence run North 89°59'50" East for a distance of 54.85 feet to the POINT OF BEGINNING.

Containing 11.18 acres, more or less.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	450.00'	355.83'	346.63'	S22°36'36"W	45°18'22"
C2	750.00'	167.16'	166.82'	S38°52'40"W	12°46'13"



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 854-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF ORLANDO UTILITY COMMISSION RAILROAD AS HAVING AN ASSUMED BEARING OF N 89°59'53" E.

JOB NO. 20130003
DATE: 8/27/13
SCALE: 1 INCH = 200 FEET
FIELD BY: N/A

CALCULATED BY: EGT
DRAWN BY: EGT
CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

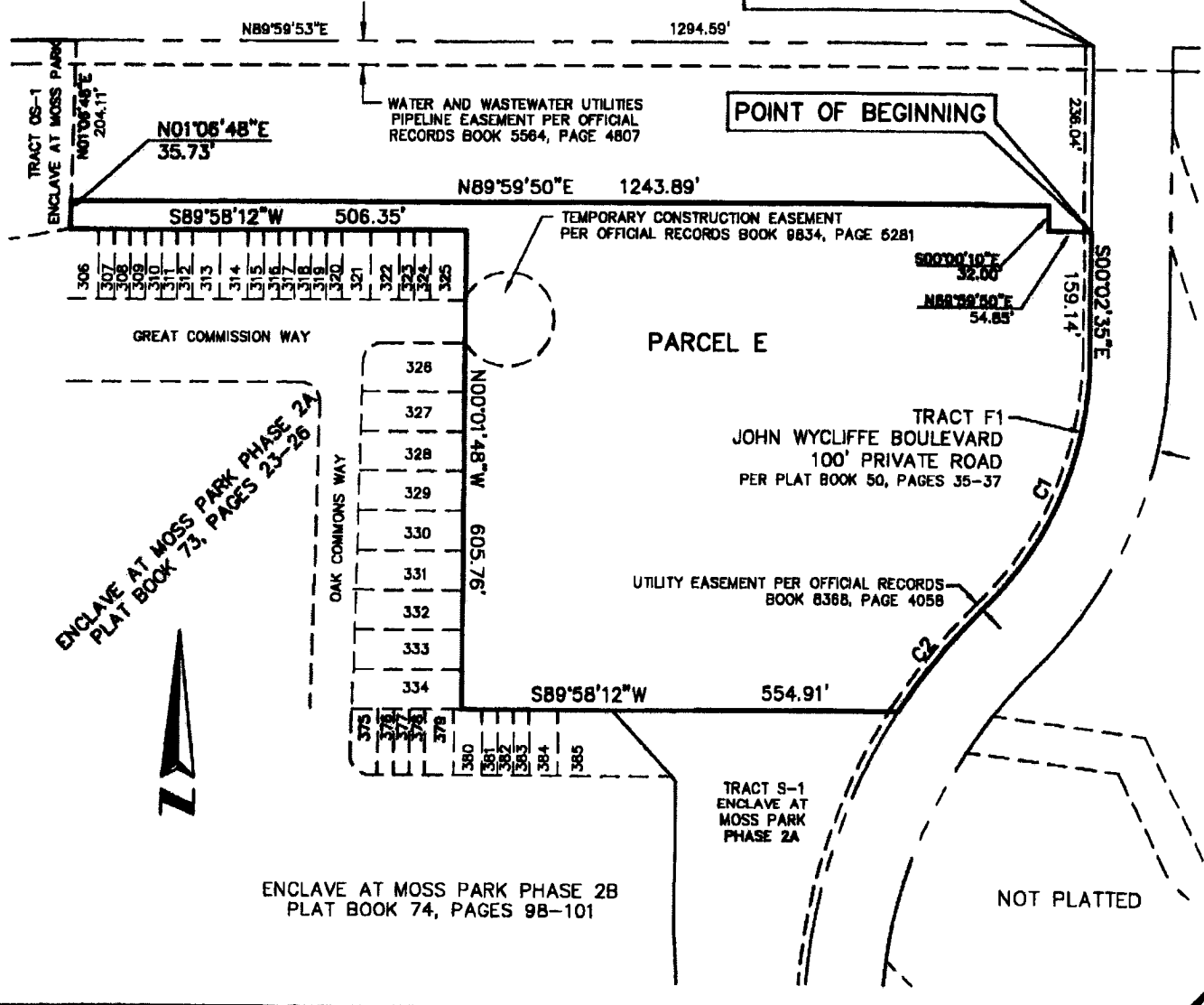
JAMES L. RICKMAN, PSM #5833

SKETCH OF DESCRIPTION

SHEET 2 OF 2

ORLANDO UTILITY COMMISSION RAILROAD RIGHT OF WAY
PER OFFICIAL RECORDS BOOK 3491, PAGE 539

POINT OF BEGINNING
NORTHWEST CORNER OF TRACT F1,
WYCLIFFE BIBLE TRANSLATORS
CORPORATE OFFICE CAMPUS PHASE
I, PLAT BOOK 50, PAGES 35-37.



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 854-5355

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3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF ORLANDO UTILITY COMMISSION RAILROAD AS HAVING AN ASSUMED BEARING OF $N 89^{\circ}59'53'' E$.

JOB NO. _____	20130003	CALCULATED BY: _____	EGT
DATE: _____	8/27/13	DRAWN BY: _____	EGT
SCALE: _____	1 INCH = 200 FEET	CHECKED BY: _____	JLR
FIELD BY: _____	N/A		