

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

SMR COMMUNITIES  
6215 Lorraine Road  
Bradenton, Florida 34202  
Attention: Suzanne Fugate

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**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF LAKEWOOD RANCH TOWN CENTER**

THIS THIRD AMENDMENT is made this 24<sup>th</sup> day of April, 1998 by SMR COMMUNITIES JOINT VENTURE, a Florida general partnership ("Declarant"), joined by Lakewood Ranch Town Center Owner's Association, Inc. ("Association").

**WITNESSETH:**

A. Declarant is the "Declarant" under that certain **Declaration of Covenants, Conditions and Restrictions of Lakewood Ranch Town Center recorded in Official Records Book 1524, Page 6099, of the Public Records of Manatee County, Florida, as amended and supplemented from time to time (the "Declaration")**. The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Article XIII, Section 4 of the Declaration provides that Declarant may amend the provisions of the Declaration from time to time by way of a written instrument filed for record in Manatee County, Florida.

**NOW, THEREFORE**, by virtue of Declarant's authority under the Declaration, it is hereby declared:

1. Declarant does hereby amend Article IX, Section 2.(e) of the Declaration to incorporate additional documentation as stipulated by Chapter Nine of the Manatee County Land Development Code (Subdivision Procedures and Standards) Section 909.5.4., is attached as Exhibit "A", Exhibit "B" and Exhibit "C" respectively. The attachment of the above referenced Exhibits is solely for the purposes of complying with Section 909.5.4 of the Manatee County Land Development Code. The terms of the herein referenced Exhibits in no way alter, add to, or supersede the provisions of the Declaration.

IN WITNESS WHEREOF, Declarant and the Lakewood Ranch Town Center Owners Association, Inc. have caused this Third Amendment to be executed and their corporate seals to be affixed hereto, all on the day and year first above written.

WITNESSED BY:

DECLARANT:

SMR Communities Joint Venture,  
a Florida general partnership

By: Schroeder-Manatee Ranch, Inc.,  
a Delaware corporation,  
general partner

By: C. John A. Clarke  
Name: C. John A. Clarke  
Title: President

Martha F. Swift  
Print Name: Martha F. Swift  
Suzanne L. Fugate  
Print Name: Suzanne L. Fugate

By: SMR-1 Development Corp.,  
a Florida corporation,  
general partner

By: Roger F. Postlethwaite  
Name: Roger F. Postlethwaite  
Title: President

Martha F. Swift  
Print Name: Martha F. Swift  
Suzanne L. Fugate  
Print Name: Suzanne L. Fugate

By: SMR-2, Inc.,  
a Florida corporation,  
general partner

By: C. John A. Clarke  
Name: C. John A. Clarke  
Title: President

Martha F. Swift  
Print Name: Martha F. Swift  
Suzanne L. Fugate  
Print Name: Suzanne L. Fugate

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JOINED BY:

LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., a Florida not for profit corporation,


By: [Signature]  
Name: Roger F. Postlethwaite  
Title: President

[Signature]  
Print Name: Martha A. Swift

[Signature]  
Print Name: Suzanne L. Fugate

STATE OF FLORIDA )  
) SS:  
COUNTY OF MANATEE )


The foregoing instrument was acknowledged before me this 24th day of April, 1998, by C. John A. Clarke, as President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, and general partner of SMR Communities Joint Venture, a Florida general partnership, on behalf of the partnership. C. John A. Clarke is personally known to me or has produced \_\_\_\_\_ as identification.

 DONNA MARKHAM  
My Comm Exp. 7/09/2001  
Bonded By Service Ins  
No. CC662385  
 Personally Known  Other I.D.

Donna Markham  
NOTARY PUBLIC  
Print Name: Donna Markham  
Commission Exp: 7-9-01  
Commission No.: CC662385

STATE OF FLORIDA )  
) SS:  
COUNTY OF MANATEE )

The foregoing instrument was acknowledged before me this 24th day of April, 1998, by Roger F. Postlethwaite, as President of SMR-1 Development Corporation, a Florida corporation, and general partner of SMR Communities Joint Venture, a Florida general partnership, on behalf of the partnership. Roger F. Postlethwaite is personally known to me or has produced \_\_\_\_\_ as identification.

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STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MANATEE )

The foregoing instrument was acknowledged before me this 24th day of April, 1998, by C. John A. Clarke, as President of SMR-2, Inc., a Florida corporation, and general partner of SMR Communities Joint Venture, a Florida general partnership, on behalf of the partnership. C. John A. Clarke is personally known to me or has produced \_\_\_\_\_ as identification.



My Comm Exp. 7/09/2001  
Bonded By Service Ins  
No. CC662385  
[[ Personally Known ] [ Other I.D ]

Donna Markham  
NOTARY PUBLIC  
Print Name: Donna Markham  
Commission Exp: 7-9-01  
Commission No.: CC662385

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MANATEE )

The foregoing instrument was acknowledged before me this 24th day of April, 1997, by Roger F. Postlethwaite, as President of Lakewood Ranch Town Center Owners Association, Inc., a Florida not for profit corporation. Roger F. Postlethwaite is personally known to me or has produced \_\_\_\_\_ as identification.



DONNA MARKHAM  
My Comm Exp. 7/09/2001  
Bonded By Service Ins  
No. CC662385  
[[ Personally Known ] [ Other I.D ]

Donna Markham  
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Print Name: Donna Markham  
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Commission No.: CC662385

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**EXHIBIT "A"**

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**FISCAL PROGRAM**

The Lakewood Ranch Town Center Owners Association, Inc. is not anticipated to be responsible for basic day to day maintenance of Common Areas and Facilities. These duties are generally the responsibility of Lakewood Ranch Community Development District 3 ("CDD"). An estimated initial Fiscal Program (see Page 2 of this Exhibit "A") has been established to provide adequate reserve funds for the care of common areas and facilities, operation of the maintenance program, and administration of the CDD. The proposed funds will be collected annually by way of special assessments through the CDD.

It is anticipated that the Fiscal Program for the subsequent nine years will be expanded in scope, depending upon the rate of development, and computed under assumptions similar to those used in the initial Fiscal Program.

Operations and Maintenance Budgets for the CDD will be determined on an annual basis after duly published notice to Manatee County and the general public followed by adoption by the CDD Board of Supervisor at a duly noticed public hearing. The amount so determined will be assessed and collected in accordance with applicable laws and regulations.

It is possible for the Lakewood Ranch Town Center Owners Association to contract with the CDD to provide enhanced maintenance services if desired by the members of the association. In this event, the cost of such services shall be assessed by the CDD or incurred directly by the Association.

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**EXHIBIT "A"**

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**LAKWOOD RANCH  
COMMUNITY DEVELOPMENT DISTRICT 3  
PROPOSED BUDGET  
GENERAL FUND  
FISCAL YEAR OCTOBER 1997-SEPTEMBER 1998**

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<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>ADMINISTRATIVE</b>	
ENGINEERING	12,000.00
ATTORNEY	20,000.00
ACCOUNTING	7,500.00
ANNUAL AUDIT	4,000.00
RECORDING SECRETARY MANAGER	4,000.00
	12,000.00
COMPUTER TIME	500.00
REAL ESTATE TAXES	500.00
TRUSTEE	4,000.00
ARBITRAGE REBATE	1,700.00
TRAVEL & PER DIEM	250.00
TELEPHONE	300.00
POSTAGE	1,000.00
RENTALS & LEASES	2,400.00
INSURANCE	2,000.00
PRINTING & BINDING	600.00
LEGAL ADVERTISING	2,000.00
OFFICE SUPPLIES	100.00
OTHER CURRENT CHARGES	500.00
DUES LICENCES, SUBSCRIPTIONS	175.00
CAPITAL OUTLAY	500.00
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	76,025.00
<b>LANDSCAPING</b>	
OVERALL ROADS	14,242.00
COMMUNITY ROADS	88,439.00
	102,679.00
EXTRAS PER MONTH	18,000.00
CONSERVATION AREA MAINITNANCE	12,000.00
IRRIGATION	33,804.00
UTILITIES	9,387.00
OTHER	2,306.00
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	178,176.00
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	254,201.00

**EXHIBIT "B"**

**MAINTENANCE PROGRAM**

A proposed maintenance program has been established for the operation and care of Lakewood Ranch Town Center common areas and amenities. The following is a schedule for the inspection and maintenance of all lands, streets, facilities under the purview of Lakewood Ranch Community Development District 3:

- Weekly:                    Roadways and Sidewalks
- Cleaning of debris
  - Inspection
- Lake Areas
- Inspect Area and Outfall Structures
  - Clean debris and litter as required
- Landscape and Lawn Service
- Mowing, edging, weeding and cleaning
- Bi-Weekly:                Signage and Lighting
- Clean and/or repair as required
- Monthly:                    Tree and Landscape Service
- Pruning and shaping
- Quarterly:                Lake Areas
- Remove cattails and nuisance weed species
- Wetlands and Mitigation Areas
- Inspect, clean and maintain
- Tree and Landscape Service
- Fertilization
  - Replace Annuals
  - Pest control as required
- Yearly:                     Signage
- Painting as required
- Landscape Areas
- Fences and Walls
    - ◆ Inspect, repair and/or replace as required
  - Trees and Shrubbery
- Replacement as required

NOTE: This Maintenance Program is subject to periodic review by the Board of Supervisors of Lakewood Ranch Community Development District 3.

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**EXHIBIT "C"**

**NOTICE TO BUYERS**

To the purchaser of property in Lakewood Ranch Town Center, Manatee County, Florida.

You are hereby notified that the purchase of your property is subject to:

1. The Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Town Center, as amended, a copy of which is provided upon execution of your contract to purchase.
2. Ownership of property in Lakewood Ranch Town Center automatically makes you a member of the Lakewood Ranch Town Center Owners Association, Inc.
3. THE LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT 3 IMPOSES TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
4. You will be obligated to pay assessments which are subject to change.
5. Non-potable water shall be utilized for landscaping irrigation, and a separate color-coded irrigation system shall be installed. Property Owners are hereby notified that the water is not fit for human consumption.
6. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration of Covenants, Conditions and Restrictions for Lakewood Ranch Town Center, any design and development manuals, or the sales contracts between a purchaser and the Developer.

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R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL