DOC# 20140203698 B: 10735 P: 1742
04/24/2014 12:58:38 PM Page 1 of 13
Rec Fee: $112.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: CHRISTOPHER JONES ESQ



This instrument prepared by:
David L. Evans, Jr., Esq.
Baker & Hostetler LLP
200 South Orange Ave., Suite 2300
P. O. Box 112
Orlando, Florida 32802-0112

Recorded by and return to:
Christopher A. Jones, Esq.
Walt Disney World Resort – Legal Department
P.O. Box 10,000
Lake Buena Vista, Florida 32830-1000

[Reference: O.R. 10107, Page 7279, et. seq.
O.R. 10107, Page 7376, et. seq.
O.R. 10636, Page 8238, et. esq.]

THIRD AMENDMENT TO PARCEL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS FOR GOLDEN OAK PHASE I

THIS THIRD AMENDMENT TO PARCEL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS FOR GOLDEN OAK PHASE I (this "**Third Amendment**") is made this ____ day of _____, 2014, by **GOLDEN OAK DEVELOPMENT, LLC**, a Florida limited liability company, whose post office address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("**Parcel Declarant**").

RECITALS:

WHEREAS, Parcel Declarant previously recorded that certain Parcel Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak Phase I in Official Records Book 10107, Page 7279, et. seq., of the Public Records of Orange County, Florida; which was amended by that certain First Amendment to Parcel Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak Phase I dated September 20, 2010 and recorded in Official Records Book 10107, Page 7376, et. seq., of the Public Records of Orange County, Florida, and that certain Second Amendment to Parcel Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak Phase I dated September 18, 2013 and recorded in Official Records Book 10636, Page 8238, et. seq., of the Public Records of Orange County, Florida; and which was also supplemented by that certain First Supplemental Parcel Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak Phase I dated September 18, 2013 and recorded in Official Records Book 10636, Page 8225, et. seq., of the Public Records of Orange County, Florida, and that certain Second Supplemental Parcel Declaration of Covenants, Conditions, Restrictions and Obligations for Golden Oak Phase I dated 4/24, 2014 and recorded in Official Records Book 10735, Page 1738 et. seq., of the Public Records of Orange County, Florida (collectively, the "**Parcel Declaration**"); and

WHEREAS, the Residential Property subject to the Parcel Declaration includes, but is not limited to, the real property described on Exhibit "A", attached hereto and incorporated herein by reference (the "**Phase 2B/2C Property**"); and

WHEREAS, as of the date of this Third Amendment, the Turnover Date has not occurred and Parcel Declarant is the owner of the entirety of the Phase 2B/2C Property subject to the Parcel Declaration; and

WHEREAS, Article 12.1.1 of the Parcel Declaration expressly permits the Parcel Declarant to amend the Parcel Declaration by unilaterally filing an instrument in writing in the Public Records of Orange County, Florida; and

WHEREAS, (i) Parcel Declarant desires to amend the Parcel Declaration to provide for the Non-Residential Association's provision of certain Irrigation Services (defined below) to the Phase 2B/2C Irrigation Services Areas (defined below) and certain Landscaping Services (defined below) to the Phase 2B/2C Landscaping Services Areas (defined below) within the Phase 2b/2C Property and certain other matters related thereto, all as more specifically hereinafter provided, and (ii) only the Phase 2B/2C Property shall be subject to the scope, encumbrance, operation and effect of this Third Amendment; and

WHEREAS, it is contemplated that (i) the Phase 2B/2C Irrigation Services Area of each Lot in the Phase 2B/2C Property will constitute all or a significant portion of such Lot (excluding, however, for purposes of this Third Amendment, any areas of each such Lot that are improved by buildings, driveways, parking areas, sidewalks and other similar improvements that do not require irrigation), (ii) the Phase 2B/2C Landscaping Services Area of each Lot in the Phase 2B/2C Property will constitute all or a significant portion of such Lot (excluding, however, for purposes of this Third Amendment, any areas of each such Lot that are improved by buildings, driveways, parking areas, sidewalks and other similar improvements that are not landscaped), (iii) the Phase 2B/2C Irrigation Services Area of each Lot in the Phase 2B/2C Property, may, but need not be, the same as the Phase 2B/2C Landscaping Services Area of such Lot, and (iv) the Phase 2B/2C Landscaping Services Area of each Lot in the Phase 2B/2C Property, may, but need not be, the same as the Phase 2B/2C Irrigation Services Area of such Lot; and

WHEREAS, the Master Declarant and the Non-Residential Association desire to join into this Third Amendment to acknowledge and agree to the terms and conditions hereof.

NOW THEREFORE, Parcel Declarant does hereby amend the Parcel Declaration as follows:

1. Recitals; Definitions. The above referenced recitals are true and correct and are incorporated herein by reference. All capitalized terms not defined herein shall be given the meanings ascribed thereto in the Parcel Declaration. The following words when used in this Third Amendment shall have the following meanings:

1.1. "**Irrigation Services**" shall mean and refer to (i) the maintenance, care, up-keep, repair, replacement and modification, as applicable, of irrigation system(s), including, but not limited to, the line(s), sprinkler(s), meter(s), control system(s) and other irrigation system components (collectively, the "**Irrigation Systems**" and individually, an "**Irrigation System**"), and (ii) the provision of reclaimed water for purposes of irrigating the Phase 2B/2C Irrigation Services Area, including, but not limited to, the Landscaping (defined below) located thereon.

1.2. "**Phase 2B/2C Irrigation Services Area**" shall mean and refer, with respect to each Lot in the Phase 2B/2C Property, to those portions of each such Lot that are identified and established from time to time as "irrigation services area" on the Home and Lot Approved Final Plans therefor. If there is any question as to the Phase 2B/2C Irrigation Services Area of any Lot, the decision of the Non-Residential Association, made in its sole, absolute and unfettered discretion, shall control. The Phase 2B/2C Irrigation Services Area of each Lot in the Phase 2B/2C Property, along with the Phase 2B/2C Irrigation Services Area of each and every other Lot in the Phase 2B/2C Property, shall collectively be referred to herein as the "**Phase 2B/2C Irrigation Services Areas.**"

1.3. "**Landscaping Services**" shall mean and refer to the maintenance, care, up-keep, repair, and replacement, as applicable, of grass, ground cover, plants, shrubs, trees, and other landscaping materials (collectively, the "**Landscaping**"), including, but not necessarily limited to, mowing, cutting, edging, trimming, pruning, removal and replanting, fertilizing, mulching, weed control, disease and pest control, and soil pH adjustment.

1.4. "**Phase 2B/2C Landscaping Services Area**" shall mean and refer, with respect to each Lot in the Phase 2B/2C Property, to those portions of each such Lot that are identified and established from time to time as "landscaping services area" on the Home and Lot Approved Final Plans therefor. If there is any question as to the Phase 2B/2C Landscaping Services Area of any Lot, the decision of the Non-Residential Association, made in its sole, absolute and unfettered discretion, shall control. The Phase 2B/2C Landscaping Services Area of each Lot in the Phase 2B/2C Property, along with the Phase 2B/2C Landscaping Services Area of each and every other Lot in the Phase 2B/2C Property, shall collectively be referred to herein as the "**Phase 2B/2C Landscaping Services Areas.**"

1.5. "**Phase 2B/2C Irrigation and Landscaping Services Costs**" shall mean and refer to the total costs and expenses incurred by the Non-Residential Association in providing the Irrigation Services to the Phase 2B/2C Irrigation Services Areas and the Landscaping Services to the Phase 2B/2C Landscaping Services Areas.

2. Initial Establishment and Subsequent Modification of the Phase 2B/2C Irrigation Services Area and Phase 2B/2C Landscaping Services Area of each Lot; Additional Home and Lot Design Development Plan and Home and Lot Final Plan Requirements.

2.1. The Phase 2B/2C Irrigation Services Area and the Phase 2B/2C Landscaping Services Area of each Lot in the Phase 2B/2C Property shall be initially established, in accordance with the terms and conditions of Article 5 of the Master Declaration, in the Home and Lot Approved Final Plans for the initial Improvements on such Lot. If the Owner of a Lot in the Phase 2B/2C Property subsequently desires to modify the established Phase 2B/2C Irrigation Services Area or the established Phase 2B/2C Landscaping Services Area of such Owner's Lot, such Owner may pursue the same through a modification of the Home and Lot Approved Final Plans for such Owner's Lot in accordance with the terms and conditions of Article 5.20 of the Master Declaration. Notwithstanding and in addition to the foregoing, the Non-Residential Association (as the provider of the Irrigation Services to the Phase 2B/2C Irrigation Services Areas and the Landscaping Services to the Phase 2B/2C Landscaping Services Areas) shall have the right, but not the obligation, to approve or disapprove in its sole, absolute and unfettered discretion, the Phase 2B/2C Irrigation Services Area and the Phase 2B/2C Landscaping Services Area of each Lot identified in any Home and Lot Final Plans or any proposed modification to the Home and Lot Approved Final Plans.

2.2. Notwithstanding anything in Article 10 of Exhibit "P" to the Master Declaration to the contrary, including, but not limited to, the reference to "optional, but recommended", the Home and Lot Design Development Plans for each Lot in the Phase 2B/2C Property shall contain a Conceptual Landscaping Plan in accordance with the requirements for the same under Article 10 of Exhibit "P" to the Master Declaration and shall, in addition to the foregoing, show (i) the proposed Phase 2B/2C Landscaping Services Area, (ii) the proposed location and coverage of the Irrigation System, and (iii) the proposed Phase 2B/2C Irrigation Services Area.

2.3. Notwithstanding anything in Article 11 of Exhibit "Q" to the Master Declaration to the contrary, the Home and Lot Final Plans for each Lot in the Phase 2B/2C Property shall contain a Landscaping Plan in accordance with the requirements for the same under Article 11 of Exhibit "Q" to the Master Declaration and shall, in addition to the foregoing, show (i) the proposed Phase 2B/2C Landscaping Services Area, and (ii) the proposed Phase 2B/2C Irrigation Services Area.

3. Phase 2B/2C Irrigation Services and Phase 2B/2C Landscaping Services.

3.1. The Non-Residential Association shall provide (or engage one or more third parties to provide) the Irrigation Services to the Phase 2B/2C Irrigation Services Areas and the Landscaping Services to the Phase 2B/2C Landscaping Services Areas. Such Irrigation Services and Landscaping Services shall be provided by the Non-Residential Association to the Phase 2B/2C Irrigation Services Areas and Landscape Services Areas, respectively, in accordance with the First-Class Standard and the terms and conditions of this Third Amendment. Notwithstanding and in addition to the foregoing, (i) as to any Lot within the Phase 2B/2C Property, the Non-Residential Association's obligation hereunder to provide the Phase 2B/2C Irrigation Services to the Phase 2B/2C Irrigation Services Area and the Landscaping Services to the Phase

2B/2C Landscape Services Area shall not commence unless and until Residential Completion of Construction has been achieved for such Lot and the Non-Residential Association (or a third party engaged by the Non-Residential Association to provide the Irrigation Services to the Phase 2B/2C Irrigation Services Area and/or the Landscaping Services to the Phase 2B/2C Landscaping Services Area) has performed a visual inspection of, and has accepted the completed Irrigation System on the Phase 2B/2C Irrigation Services Area and Landscaping on the Phase 2B/2C Landscape Services Area of such Lot, (ii) the Non-Residential Association shall have the exclusive right, exercisable in its sole, absolute and unfettered discretion, to control the timing of the performance of the Irrigation Services to the Phase 2B/2C Irrigation Services Areas and the Landscaping Services to the Phase 2B/2C Landscaping Services Areas, including, but not limited to, the hours of the day and the days of the week during which the Irrigation Services and Landscape Services are performed as well as the schedule for irrigation, removal and replacement of the Phase 2B/2C Landscaping, making soil ph adjustments, and applying fertilizers, pesticides, herbicides, fungicides and other agents to the Phase 2B/2C Landscaping and the Phase 2B/2C Landscaping Services Areas, and (iii) the Non-Residential Association's provision of Irrigation Services to the Phase 2B/2C Irrigation Services Areas and Landscaping Services to the Phase 2B/2C Landscaping Services Areas shall be subject to applicable Law or Governmental Authority, including, but not limited to, SFWMD.

3.2. With respect to the replacement of any item of Landscaping in the Phase 2B/2C Landscaping Services Areas as part of the Landscaping Services, the Non-Residential Association shall use reasonable efforts, but shall not be required, to replace any such item of Landscaping with a like or similar item of Landscaping; provided, however, that (i) the size or maturity of any replacement item of Landscaping may, but is not required to be, the same or substantially the same as the item of Landscaping to be replaced, and (ii) an alternative item of Landscaping (selected by the Non-Residential Association in its sole, absolute and unfettered discretion) may be used if the item of Landscaping to be replaced is not readily and commercially available in the geographic area of the Residential Property or the installation thereof is prohibited by any applicable Law or Governmental Authority, including, but not limited to, SFWMD.

3.3. With respect to any Irrigation System constructed within the Phase 2B/2C Irrigation Services Area of any Lot, the Non-Residential Association shall have the right as a part of the Irrigation Services, but not the obligation to, make modifications to the Irrigation System that are deemed necessary or desirable by the Non-Residential Association in its sole and absolute discretion, including, but not limited to, relocating or making modifications or substitutions to the line(s), sprinkler(s), meter(s), control system(s) and other Irrigation System components.

3.4. In accordance with Article 3.1 of this Third Amendment and notwithstanding anything in the Master Declaration or Parcel Declaration to the contrary, each Owner of a Lot within the Phase 2B/2C Property is hereby relieved of any obligation to

provide (i) the Irrigation Services to those portions of such Owner's Lot that lie in the Phase 2B/2C Irrigation Services Area, and (ii) the Landscaping Services to those portions of such Owner's Lot that lie in the Phase 2B/2C Landscaping Services Area; provided, however, that, and notwithstanding anything in this Third Amendment to the contrary, each such Owner shall continue to be and remain responsible for (and the Non-Residential Association shall have no responsibility for or obligation under this Third Amendment with respect to):

(i) initially designing, constructing and installing, at such Owner's sole cost expense (specifically, including, but not limited to, paying any and all tie-in, connection and other similar fees) and in accordance with the applicable terms and conditions of Article 5 of the Master Declaration, all Improvements, including, but not limited to, the Landscaping and an operational Irrigation System (subject to and in accordance with Article 3.6 of this Third Amendment) on such Owner's Lot; and

(ii) providing, at such Owner's sole cost and expense, but subject to Article 3.5(iii) of this Third Amendment (and not included in any Phase 2B/2C Irrigation and Landscaping Services Costs), all Landscaping Services to those portions of such Owner's Lot that do not lie in the Landscape Services Area, in accordance with the terms and conditions of the Master Declaration and the Parcel Declaration; and

(iii) providing, at such Owner's sole cost and expense (and not included in any Phase 2B/2C Irrigation and Landscaping Services Costs), irrigation to any and all portions of such Owner's Lot that do not lie in the Phase 2B/2C Irrigation Services Area, in accordance with the terms and conditions of the Master Declaration and the Parcel Declaration; and

(iv) all costs and expenses incurred by the Non-Residential Association in removing and/or replacing any Phase 2B/2C Landscaping in the Phase 2B/2C Landscape Services Area of such Owner's Lot, at the request of such Owner and agreed to by the Non-Residential Association in its sole, absolute and unfettered discretion, which costs and expenses shall constitute Specific Charges to be levied against such Lot and shall not be included in any Phase 2B/2C Irrigation and Landscaping Services Costs; and

(v) all costs and expenses incurred by the Non-Residential Association in removing and replacing any Irrigation System in the Phase 2B/2C Irrigation Services Area or any Phase 2B/2C Landscaping in the Phase 2B/2C Landscape Services Area of such Owner's Lot that is damaged or destroyed by the acts of any person or thing (including, but not limited to, pets) other than the Non-Residential Association or the third party(ies) engaged by the Non-Residential Association to provide the Irrigation Services to the Phase 2B/2C Irrigation Services Areas and/or the Landscaping Services to the Phase 2B/2C Landscaping Services Areas (*e.g.*, Acts of God, vandalism, malicious mischief, or any negligent or intentional

acts or omissions of Owner or Owner's family members or guests), which costs and expenses shall constitute Specific Charges to be levied against such Owner's Lot and shall not be included in any Phase 2B/2C Irrigation and Landscaping Services Costs.

3.5. Unless otherwise agreed to in writing by the Non-Residential Association, in its sole, absolute and unfettered discretion, Owners of Lots in the Phase 2B/2C Property are hereby prohibited from (i) performing or providing or causing to be performed or provided any Irrigation Services to, for, or in the Phase 2B/2C Irrigation Services Areas, including, but not limited to, adjustments, modifications, maintenance, repairs, removals or replacements to any Irrigation System serving any portion of the Phase 2B/2C Irrigation Services Areas, (ii) performing or providing or causing to be performed or provided any Landscaping Services to, for or in the Phase 2B/2C Landscaping Services Areas, including, but not limited to, removal or replacement of the Phase 2B/2C Landscaping, making soil ph adjustments, or applying fertilizers, pesticides, herbicides, fungicides or other agents to the Phase 2B/2C Landscaping or the Phase 2B/2C Landscaping Services Areas, (iii) modifying, except in accordance with the then current Home and Lot Approved Final Plans for such Owner's Lot, the Phase 2B/2C Landscaping in the Phase 2B/2C Irrigation Services Area of such Owner's Lot (even if such Landscaping in the Phase 2B/2C Irrigation Services Area of such Owner's Lot is not located in the Phase 2B/2C Landscaping Services Area of such Owner's Lot because the Irrigation System will have been designed to serve the Phase 2B/2C Landscaping as set forth in the Home and Lot Approved Final Plans therefor), (iv) interfering with the Non-Residential Association's provision of the Irrigation Services or Landscaping Services under this Third Amendment, or (v) directing or attempting to direct the Irrigation System related services or Landscaping related services provided or to be provided by the Non-Residential Association under this Third Amendment.

3.6. Each Owner of a Lot in the Phase 2B/2C Property shall be required to install, in accordance with the applicable terms and conditions of Article 5 of the Master Declaration, an operational Irrigation System serving the Phase 2B/2C Irrigation Services Area of such Owner's Lot. All irrigation systems in the Phase 2B/2C Property shall utilize reclaimed water, the cost of which shall be included in the Phase 2B/2C Irrigation and Landscaping Services Costs. Furthermore, the Irrigation Systems serving the Phase 2B/2C Irrigation Services Areas may be, from time to time, as determined by the Non-Residential Association, in its sole, absolute and unfettered discretion, (i) master metered or metered separately for each Owner's Lot, and (ii) master controlled or controlled separately for each Lot. The meter account(s) for Irrigation Services within the Phase 2B/2C Irrigation Services Area shall be maintained by and in the name of the Non-Residential Association. The costs associated with any and all master meter(s), separate meter(s), master controller(s), separate controller(s) or any changes in or modifications to the metering system(s) or controller system(s) shall be initially paid for by the Non-Residential Association, but included in the Phase 2B/2C Irrigation and Landscaping Services Costs. The Non-Residential Association shall have the right to install, remove and/or modify the

Irrigation Systems, or portions thereof, on each Owner's Lot as determined by the Non-Residential Association in its sole, absolute and unfettered discretion.

3.7. Notwithstanding anything in this Third Amendment or any Home and Lot Approved Final Plans to the contrary, the Non-Residential Association shall have the right, in its reasonable business judgment, to cease or discontinue providing (i) the Irrigation Services to all or any portion of the Phase 2B/2C Irrigation Services Area of any Owner's Lot in the Phase 2B/2C Property, or (ii) the Landscaping Services to all or any portion of the Phase 2B/2C Landscaping Services Area of any Owner's Lot in the Phase 2B/2C Property, if such Phase 2B/2C Irrigation Services Area and/or Phase 2B/2C Landscaping Services Area or portion thereof, through no fault of the Non-Residential Association or the third party(ies) engaged by the Non-Residential Association to provide the Irrigation Services to the Phase 2B/2C Irrigation Services Areas and/or Landscaping Services to the Phase 2B/2C Landscaping Services Areas, is inaccessible (*e.g.* behind a locked gate, wall or other barrier) or presents a life safety hazard (*e.g.* dangerous animals, contaminants or exposed wiring). Any such cessation or discontinuation of Irrigation Services and/or Landscaping Services shall become effective immediately upon the Non-Residential Association's delivery of written notice thereof to the Owner of such Lot in the Phase 2B/2C Property; *provided, however*, in the event such Owner, at such Owner's sole cost and expense, remedies the accessibility or life safety issue or matter to the reasonable satisfaction of the Non-Residential Association (as evidenced in a writing from the Non-Residential Association to the Owner) the Non-Residential Association shall promptly resume providing the previously ceased or discontinued Irrigation Services and/or Landscaping Services. The cessation or discontinuation of Irrigation Services and/or Landscaping Services to all or any portion of an Owner's Lot by the Non-Residential Association pursuant to the foregoing shall not (i) relieve or release the Owner of such Lot from its obligation to pay the Specific Charges levied against such Lot in accordance with Section 4 of this Third Amendment below, or (ii) in any manner impair, restrict or prohibit the Non-Residential Association from enforcing any provisions of the Governing Documents that are applicable under the circumstances against such Owner (a) to cause or require such Owner, at such Owner's cost and expense, to make the Phase 2B/2C Irrigation Services Area and/or Phase 2B/2C Landscaping Services Area on such Owner's Lot accessible or safe, or (b) to cause or require such Owner, at such Owner's cost and expense, to maintain and replace the Landscaping on such Owner's Lot, or portions thereof, and to provide irrigation thereto in accordance with the First-Class Standard.

4. Specific Charges for Phase 2B/2C Irrigation Services and Phase 2B/2C Landscaping Services.

4.1. In accordance with Article 11.6 of the Master Declaration, the Board of Directors of the Non-Residential Association shall have the power to levy Specific Charges against the Lots in the Phase 2B/2C Property to cover the Phase 2B/2C Irrigation and Landscaping Services Costs, as well those specific Lots in the Phase 2B/2C Property for which the Non-Residential Association has incurred costs and expenses pursuant

to clause (iv) and/or (v) of Article 3.4 of this Third Amendment. The Residential Association, in accordance with the terms of Article 2.7 of the Parcel Declaration, shall collect and remit to the Non-Residential Association such Specific Charges and interest and late fees thereon from the Owners of Lots in the Phase 2B/2C Property.

4.2. **EACH OWNER, BY ACCEPTING A DEED TO ANY PORTION OF THE PHASE 2B/2C PROPERTY, ACKNOWLEDGES AND AGREES THAT (I) THE IRRIGATION SYSTEMS MAY DIFFER SIGNIFICANTLY AMONG THE LOTS IN THE PHASE 2B/2C PROPERTY, (II) THE PHASE 2B/2C IRRIGATION SERVICES AREA OF SOME LOTS IN THE PHASE 2B/2C PROPERTY MAY BE LARGER OR SMALLER THAN THE PHASE 2B/2C IRRIGATION SERVICES AREA OF OTHER LOTS, (III) THE QUANTITY AND TYPE OF THE PHASE 2B/2C LANDSCAPING MAY DIFFER SIGNIFICANTLY AMONG THE LOTS IN THE PHASE 2B/2C PROPERTY, (IV) CERTAIN TYPES OF LANDSCAPING REQUIRE MORE OR LESS IRRIGATION, MAINTENANCE, CARE, UP-KEEP, REPAIR, AND REPLACEMENT THAN OTHER TYPES OF LANDSCAPING, AND (V) THE PHASE 2B/2C LANDSCAPING SERVICES AREA OF SOME LOTS IN THE PHASE 2B/2C PROPERTY MAY BE LARGER OR SMALLER THAN THE PHASE 2B/2C LANDSCAPING SERVICES AREA OF OTHER LOTS IN THE PHASE 2B/2C PROPERTY, AND THAT, NOTWITHSTANDING THE FOREGOING OR ANY OTHER DIFFERENCES BETWEEN THE IRRIGATION SERVICES, IRRIGATIONS SERVICES AREA, LANDSCAPING SERVICES OR PHASE 2B/2C LANDSCAPING SERVICES AREA OF OR PROVIDED TO ANY LOT WITHIN THE PHASE 2B/2C PROPERTY, EACH OWNER OF A LOT WITHIN THE PHASE 2B/2C PROPERTY SHALL SHARE EQUALLY IN THE PHASE 2B/2C IRRIGATION AND LANDSCAPING SERVICES COSTS.**

5. Easement for Phase 2B/2C Irrigation Services and Phase 2B/2C Landscaping Services. There are hereby reserved unto Parcel Declarant, and hereby granted to the Non-Residential Association, and the assigns and designees of each (which may include, without limitation, one or more third parties engaged by the Non-Residential Association to provide the Irrigation Services and/or Landscaping Services under this Third Amendment), a non-exclusive easement and right of access, ingress and egress in, under, over, and across the Lots in the Phase 2B/2C Property as may be reasonably necessary for the purpose of providing the Irrigation Services to the Phase 2B/2C Irrigation Services Area and the Landscaping Services to the Phase 2B/2C Landscaping Services Area of such Lots.

6. Ratification. Except as amended by this Third Amendment, the Parcel Declaration shall remain unchanged and in full force and effect, and is hereby ratified and confirmed.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, Declarant has caused this Third Amendment to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

WITNESSES:

Signature

Print Name

Signature

Victoria Tackett

Print Name

GOLDEN OAK DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Page P. Pierce

Its: Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged and executed before me this 24th day of April, 2014, by Page P. Pierce as Manager of Golden Oak Development, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me.

Rebecca L. Rolison
(Notary Signature)

(NOTARY SEAL)

Notary Public State of Florida
Rebecca L Rolison
My Commission FF 095572
Expires 02/25/2018

Rebecca L. Rolison
(Notary Name Printed)
NOTARY PUBLIC
Commission No. FF 095572

JOINDER AND CONSENT

WITNESSES:

Signature

CAROLYN KINSLOW
Print Name

Signature

LOWELL FLATFORD
Print Name

WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation

By: _____

Printed Name: Lee G. Schmidt

As Its: Vice-President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged and executed before me this 24TH day of APRIL, 2014, by LEE G. SCHMUDDE, as VICE PRESIDENT of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of said corporation. He/she is personally known to me.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

Notary Public State of Florida
Fay A Golding
My Commission EE 837687
Expires 11/14/2016

JOINDER AND CONSENT

WITNESSES:

Signature

Christie Paschel

Print Name

Signature

Victoria Tackett

Print Name

GOLDEN OAK NON-RESIDENTIAL ASSOCIATION, INC., a Florida corporation not for profit

By: _____
Page P. Pierce

Its: President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged and executed before me this 24th day of April, 2014, by Page P. Pierce, as President of GOLDEN OAK NON-RESIDENTIAL ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. He/she is personally known to me.

Rebecca L. Rolison
(Notary Signature)

(NOTARY SEAL)

Notary Public State of Florida
Rebecca L Rolison
My Commission FF 095572
Expires 02/25/2018

Rebecca L. Rolison
(Notary Name Printed)
NOTARY PUBLIC
Commission No. FF 095572

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PHASE 2B/2C PROPERTY

Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, GOLDEN OAK PHASE 2B & 2C, according to the plat thereof recorded in Plat Book 82, Pages 4 through 11, inclusive, of the Public Records of Orange County, Florida.