

This instrument prepared by and
record and return to:

Andrew J. Orosz, Esquire
Hanover Land Company, LLC
605 Commonwealth Avenue
Orlando, Florida 32803
(407) 988-1403

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR HANOVER LAKES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HANOVER LAKES (this “**Declaration**”) is made this 31st day of October, 2018, by **HANOVER LAKES, LLC**, a Florida limited liability company (hereinafter, as more particularly defined below, “**Declarant**”), **HANOVER FAMILY BUILDERS, LLC**, a Florida limited liability company (“**HFB**”), and **HFB LAKES, LLC**, a Florida limited liability company (“**HFB Lakes**”).

RECITALS:

WHEREAS, the Hanover Lakes subdivision in Osceola County, Florida (the “Community”) is subject to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated as of and recorded on July 13, 2018 in Official Records Book 5367, Page 192 of the Public Records of Osceola County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated as of August 1, 2018 and recorded August 3, 2018 in Official Records Book 5379, Page 604 of the Public Records of Osceola County, Florida (collectively, the “**Declaration**”); and

WHEREAS, Section 5.1 of the Declaration reserves unto the Declarant the right to unilaterally amend the Declaration from time to time; and

WHEREAS, Declarant, HFB, and HFB Lakes collectively own 100% of the Voting Interests, as such term is defined in the Declaration; and

WHEREAS, Declarant, HFB, and HFB Lakes to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, Declarant does hereby supplement, change, amend and modify the Declaration as follows:

1. **Recitals; Capitalized terms.** The foregoing Recitals are true and correct and are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.
2. **Developer Payment.** Section 27.8 of the Declaration is hereby amended and restated in

its entirety as follows:

“27.8. Payment to Declarant on Future Sales. In light of the substantial investment in infrastructure by the Declarant, and the significant ongoing expenses associated with maintaining the Community, each Owner, by acceptance of title to their Home, covenants that, in connection with the sale (and/or re-sale) of each Home in the Community, the seller thereof shall remit to Declarant, or its designee or assignee, a payment in an amount equal to four-tenths percent (0.4%) of the Total Sale Price of such Home (the “**Developer Payment**”). The obligation to remit to Declarant, or its designee or assignee, the Developer Payment shall expire at such time as Declarant no longer owns at least one Lot or Parcel within the Community. For purposes hereof, “**Total Sale Price**” shall mean the total contract sales price for the Home before taking into account any closing costs, credits, or prorations. All amounts set forth herein shall be payable by the seller of such Home to the Declarant, or its designee or assignee, and shall be and remain a covenant running with the land. In connection with any sale of a Home, the seller thereof shall direct the settlement agent who closes on the sale of the Home to a third party to deduct the Developer Payment from the proceeds otherwise distributable to the seller thereof, and to pay such funds directly to the Declarant, or such other entity as may be designated by Declarant. In the event of the settlement agent’s failure to do so, the Owner of such Home shall promptly pay the amount due directly to Declarant. Declarant shall be entitled to review the applicable HUD-1 settlement statement (or the functional equivalent thereof) solely for the purpose of Declarant verifying compliance with the obligation to pay the Developer Payment. Payments received more than 10 days after the applicable closing shall be deemed delinquent and shall accrue interest at the rate of 15% per annum from the date due until the date paid. Each Owner, by accepting a deed to their Home, expressly consents to the terms and provisions of this section.”

3. Form of Assignment of Dock Rights. Exhibit “G” to the Declaration is hereby amended, restated, and replaced in its entirety by the attached Replacement Exhibit “G” (the “**Assignment of Dock Rights**”). All references to the Master Dock Easement Agreement contained in the Declaration shall mean and refer to the Assignment of Dock Rights in the form attached hereto.

4. Amendment Effective. Except as hereby changed, amended and modified, the Declaration shall remain in full force and effect in accordance with its terms. This Amendment shall be effective as of the date set forth above. Each of Declarant, HFB Lakes, and HFB ratify, join in, enter into, and confirm the Declaration in all respects as of the date hereof.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the undersigned Declarant, HFB Lakes, and HFB have caused this Amendment to be executed this ___ day of October, 2018.

“DECLARANT”:

Signed, sealed and delivered in the presence of the following witnesses:

HANOVER LAKES, LLC,
a Florida limited liability company

N. Mitchell
Signature of Witness

N. MITCHELL
Printed Name of Witness

By: Hanover Land Company, LLC a Florida limited liability company, its Manager

By: *Andrew J. Orosz*
Printed Name: Andrew J. Orosz
Title: Vice President

Brittany Hedler
Signature of Witness

Brittany Hedler
Printed Name of Witness

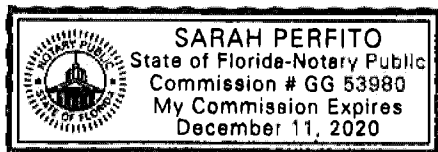
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of October, 2018, by Andrew J. Orosz, as Vice President of Hanover Land Company, LLC, a Florida limited liability company, Manager of **HANOVER LAKES, LLC**, a Florida limited liability company. He [X] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Sarah Perfito
Name printed: Sarah Perfito
My Commission Expires: 12/11/20



“HFB”:

HANOVER FAMILY BUILDERS, LLC,
a Florida limited liability company

N. Mitchell
Print Name: N. MITCHELL

By: [Signature]
Name: Stephen W. Orosz
Title: Co-President

[Signature]
Print Name: Brittany Hedler

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of October, 2018, by Stephen W. Orosz, as Co-President of Hanover Family Builders, LLC, a Florida limited liability company, on behalf of the company. He [X] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Name printed: Sarah Perfito
My Commission Expires: 12/11/20



“HFB LAKES”:

HFB LAKES, LLC, a Florida limited liability company

By: Hanover Family Builders, LLC,
a Florida limited liability company,
its Sole Member

N. Mitchell
Print Name: N. MITCHELL

By: *[Signature]*
Name: Stephen W. Orosz
Title: Co-President

Brittany Hedler
Print Name: Brittany Hedler

COPY

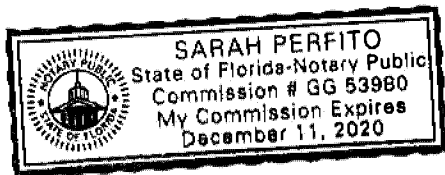
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of October, 2018, by Stephen W. Orosz, as Co-President of Hanover Family Builders, LLC, a Florida limited liability company, the Sole Member of **HFB LAKES, LLC**, a Florida limited liability company. He [X] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Name printed: Sarah Perfito
My Commission Expires: 12/11/20



REPLACEMENT EXHIBIT "G"

Assignment of Dock Rights

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

[Address]
[City, State, Zip]

Reference to the following recorded instrument
In the Public Record of Osceola County:
Master Dock Easement Agreement, Book __, Page __

**ASSIGNMENT OF DOCK RIGHTS FOR
LOT __ BLOCK __ OF HANOVER LAKES PHASE __,
PER PLAT BOOK __, PAGES __ THROUGH __, OF THE PUBLIC RECORDS OF
OSCEOLA COUNTY, FLORIDA**

THIS ASSIGNMENT OF DOCK RIGHTS (the "Assignment of Dock Rights") is made, executed, granted, imposed and declared this __ day of __, 20__, by HANOVER LAKES, LLC, a Florida limited liability company ("Hanover") to and in favor of the Owner (as that term is defined below) of Lot __, Block __, Hanover Lakes Phase __, according to the plat thereof (the "Plat") recorded in Plat Book __, Pages __ through __, inclusive, of the Public Records of Osceola County, Florida ("Benefitted Lot").

RECITALS

A. The term "Owner" shall collectively mean and refer to [INSERT NAME], the fee simple record owner of the Benefitted Lot (individually, referred to as the "Initial Owner"), and its successors in interest and assigns (the "Subsequent Owner"). The term "Declaration" shall refer to the Declaration of Covenants, Restrictions and Easements for Hanover Lakes, as amended and supplemented from time to time (collectively, the "Declaration") recorded at O.R. Book [##], Page [##], of the Public Records of Osceola County, Florida. The term "Dock Structure" shall refer to that certain Private Dock (as defined in the Declaration) constructed in the Waterbody (hereafter defined) and located adjacent to the rear boundary line of the Benefitted Lot. Unless otherwise expressly provided herein capitalized terms used herein shall have the same meaning as those capitalized terms set forth in the Declaration.

B. The Osceola Chain of Lakes Community Development District (the "District") is the owner in fee simple of that certain network of navigable retention ponds and storm water management facility located more particularly described as Tracts A-1, A-2, and A-4, Hanover Lake Phase 1, a replat, according to the plat thereof recorded in Plat Book 27, Page 18 of the public records of Osceola County, Florida (the "Waterbody").

C. The Waterbody is a component of the District's master stormwater management system (the "Stormwater Improvements") operated and maintained by the District pursuant to the provisions of that certain Permit No. 49-02458-P issued by the South Florida Water Management District (the "Permit").

D. Hanover holds a perpetual, non-exclusive, divisible, and assignable easement over, within, and upon portions of the Waterbody for the purpose of, among other things, assigning Dock Easements (hereinafter defined), all as more particularly described in that certain Master Dock Easement Agreement dated _____, 2018, and recorded in Official Records Book _____, Page _____, of the public records of Osceola County, Florida (the “**Master Easement Agreement**”)

E. The Waterbody is adjacent to, and shares a common boundary line with, the Benefitted Lot. Hanover wishes to grant to the Owner of the Benefitted Lot certain rights to construct, repair, own, maintain and enjoy a Dock Structure located within the Waterbody.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, Hanover and Owner hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Dock Easement**. Hanover does hereby give, grant, and convey to the Owner of the Benefitted Lot, and their successors and assigns, a perpetual, non-exclusive easement (the “**Dock Easement**”) over, within, and upon the Benefitted Lot’s Dock Easement Area (as hereinafter defined) for the purpose of permitting Owner to construct, repair, own, maintain, access and enjoy one (1) Dock Structure located within the Waterbody for the benefit of the Benefitted Lot. The granting of this Dock Easement constitutes a partial assignment of Hanover’s rights under the Master Easement Agreement to Owner, as a Subgrantee (as defined in the Master Easement Agreement), and pertaining only to that Dock Easement Area adjacent to the Benefitted Lot and, as such, is subject to all terms, conditions, and limitations of the Master Easement Agreement provided therein. The Dock Structure shall be located adjacent to the Benefitted Lot at the location in the Waterbody specified in **Exhibit A** attached hereto (the “**Benefitted Lot’s Dock Easement Area**”), which is located within the Dock Easement Area (as such term is defined the Master Easement Agreement).

3. **Compliance**. Notwithstanding anything herein to the contrary, Owner acknowledges and agrees that Owner’s rights hereunder are subject to all applicable laws, regulations, codes, permits (including but not limited to the Permit), the Master Easement Agreement (as a Subgrantee thereunder), and the Declaration (including, but not limited to, Article 11 thereof), and Owner shall not exercise Owner’s rights under this Assignment of Dock Rights in a manner which is inconsistent with such applicable laws, regulations, codes, permits (including the Permit), the Master Easement Agreement, and/or Declaration.

4. **Indemnification**. As a condition to the rights granted herein, Owner shall unconditionally indemnify, defend and hold harmless Hanover, together with its directors, officers, employees, attorneys and agents, from and against all liability, claims, demands, costs, and expenses, whether justified or not, including attorney’s fees, paraprofessional fees and expenses at administrative, trial, and appellate levels, which may be incurred or imposed upon any of them by reason of injury to or death of persons, damage to property, or any other claim or damage arising directly or indirectly out of Owner’s use, construction or existence of the Dock Structure on the Benefitted Lot, or the exercise of the rights granted herein by Owner.

5. **No Liability**. Hanover shall have no responsibility or liability for injury to or the death of any person or damage to any property by reason of its execution and delivery of this Assignment of Dock Rights or for any act or omission of Owner. The term Owner, for purposes of this paragraph, shall include any contractor or subcontractor employed to construct, maintain, repair or replace the Dock Structure, members of the Owners’ family and/or any of Owner’s employees, guests, agents or invitees.

6. **Materials.** The construction of a Dock Structure shall be strictly in conformance with all rules, regulations, and specifications promulgated by the Association pursuant to the Declaration, from time to time, and shall further be constructed out of materials approved by the Association. Prior to the commencement of construction (including repair or renovation) of a Dock Structure, an Owner shall request approval of the same in the manner contemplated by Article 21 of the Declaration. The construction of a Dock Structure shall only be completed by a contractor expressly approved by the Association.

7. **Insurance.** As a condition to Owner's construction of the Dock Structure on the Benefitted Lot and the subsequent use by the Owner thereof, Owner shall deliver to Hanover evidence of there being in full force and effect liability insurance with respect to injury and damage to person and the Dock Structure in amounts reasonably determined by Hanover. Such insurance shall be issued by an insurance company acceptable to Hanover and Hanover and the Association shall be named as additional insured parties. The insurance company shall furnish written evidence that the insurance shall not be terminated or modified in any manner except upon thirty (30) days prior written notice to Hanover. In the event that an Owner does not comply with the provisions of this Section 12, Hanover, if it is able to do so, may obtain such insurance and is authorized to impose an individual Assessment upon the Owner's Home in the amount of the required premium, but if it is not able to obtain such insurance or elects not to do so, Hanover shall have the right to terminate the use of the Dock Structure, including, if necessary, the institution of legal action to enjoin such use. If Hanover is unable or elects not to obtain such insurance, it shall not be liable or responsible for any loss or damage suffered by an Owner or any other person, or damage to the Dock Structure or a Home.

8. **Appurtenance.** Upon the granting of this Assignment of Dock Rights to the Initial Owner, the Dock Easement shall be an appurtenance to the title of the Benefitted Lot and shall thereafter run with title to the Benefitted Lot upon conveyance of the Benefitted Lot to any Subsequent Owner. At the time of conveyance of the Benefitted Lot to a Subsequent Owner, any Subsequent Owners of the Benefitted Lot shall be deemed to be the easement holder hereunder to the same extent as if originally named herein.

9. **Subsequent Owners.** Recordation of a conveyance of the Benefitted Lot shall be deemed to be acceptance by a Subsequent Owner of all terms, conditions and requirements of this Assignment of Dock Rights, and it shall be the responsibility of a Subsequent Owner to determine whether the prior Owner of the Benefitted Lot is in compliance with this Assignment of Dock Rights and any applicable government permits, including the Permit, at the time of conveyance of the Benefitted Lot. Any transfer of this Assignment of Dock Rights is not an agreement of District that the Dock Structure is in compliance with the requirements of this Assignment of Dock Rights, Master Easement Agreement, or the Declaration.

10. **Remedies.** In the event that the Owners shall fail to strictly comply with the provisions of this Assignment of Dock Rights, Hanover shall have the right to exercise all or any of the following remedies, in addition to all other remedies available at law or equity: (a) remove the Dock Structure from the Benefitted Lot at the total expense of the Owner, (b) terminate the rights granted pursuant to this Assignment of Dock Rights, (c) take corrective action on behalf of the Owner of a Dock Structure and collect all such sums incurred by Hanover plus an administrative fee equal to 18% of such cost from the Owner, or (d) obtain injunctive relief from a court of competent jurisdiction, and recover from Owner all of Hanover's fees, expenses, and costs incurred in connection with such legal action from Owner.

11. **Amendment.** This Assignment of Dock Rights may not be amended except in writing signed by the fee simple Owner of the Benefitted Lot and the fee simple owner of the Waterbody.

IN WITNESS WHEREOF, the Hanover has executed this Assignment of Dock Rights.

Signed, sealed and delivered
in the presence of:

HANOVER LAKES, LLC,
a Florida limited liability company

Print Name: _____

By: **HANOVER LAND COMPANY, LLC,**
a Florida limited liability company,
its Manager

Print Name: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ as _____ of Hanover Land Company, LLC, a Florida limited liability company, on behalf of the company, which serves as the Manager of Hanover Lakes, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

(AFFIX NOTARY SEAL)

**JOINDER AND CONSENT
OF BUYER/OWNER**

The undersigned Buyer/Owner hereby joins in and consents to the Assignment of Dock Rights to which this joinder and consent is attached.

WITNESSES (as to both):

BUYER:

Print Name: _____

Print: _____

Print Name: _____

Print: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on _____, 20__, by _____ and _____, who /___/ are personally known to me or /___/ produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

(AFFIX NOTARY SEAL)

Exhibit "A" (to Replacement Exhibit "G")

Benefitted Lot's Dock Easement Area

COPY