

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

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

This **THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HANOVER LAKES** (this "**Amendment**") is made this 19 day of August, 2019, by **HANOVER LAKES, LLC**, a Florida limited liability company ("**Declarant**").

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, and as amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated as of October 31, 2018 and recorded November 1, 2018 in Official Records Book 5428, Page 223 of the Public Records of Osceola County, Florida (collectively, the "**Declaration**"); and

WHEREAS, the Declaration pertains to the Hanover Lakes "**Community**" (as such term is defined in the Declaration), which includes, without limitation, the property described on the following plats of subdivision: (1) Hanover Lake Phase 1, a replat, according to the plat thereof recorded in Plat Book 27, Pages 18 through 23, inclusive, of the public records of Osceola County, Florida (the "**Phase 1 Plat**"), and (2) Hanover Lake Phase 2, a replat, according to the plat thereof recorded in Plat Book 27, Pages 30 through 32, inclusive, of the public records of Osceola County, Florida (the "**Phase 2 Plat**"), and, together with the Phase 1 Plat and any subsequently recorded plat regarding the Community, collectively, the "**Plats**"; and

WHEREAS, Section 5.1 of the Declaration reserves unto the Declarant the right to unilaterally amend the Declaration from time to time (the "**Amendment Rights**"); and

WHEREAS, Sections 18.11 and 23.5 of the Declaration grant and reserve unto the Declarant the broad right to grant, modify, amend and/or terminate permits, licenses and easements over, upon, across, under and through the Community for utilities, roads and other purposes reasonably necessary or useful as it determines, in Declarant's discretion, on terms

more particularly described in the Declaration (collectively, the “**Easement Rights**”); and

WHEREAS, Declarant desires to exercise the Amendment Rights and Easement Rights to modify certain terms and provisions of 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. **Scrivener’s Error.** Any reference to the “Vista Lakes Homeowners Association Incorporated” contained in the Declaration, or in any exhibit thereto, is amended and restated to mean and refer to the Association.
3. **Utility & Drainage Easements.** All references to the “Utility & Drainage Easements” shown on the Plats are for convenience only, and, for the avoidance of doubt, serve to create a separate and distinct utility easement and drainage easement in the designated areas shown on the Plats.
4. **Clarification of Easements on Certain Lots.** Without negating or diminishing the effectiveness of the easements created, granted, dedicated or reserved on the Plats (including, without limitation, those by general dedication statements and/or by depiction on the Plats), pursuant to Section 23.5 of the Declaration and with reference to the following Lots:

Lots 12, 17-21, inclusive, and 79, Hanover Lake Phase 1, a replat, according to the plat thereof recorded in Plat Book 27, Pages 18 through 23, inclusive, of the public records of Osceola County, Florida (the “**HFB Lots**”),

the following easements as shown on the Phase 1 Plat are hereby dedicated and reserved for the following uses:

- (a) a utility easement in the area designated for “Utility & Drainage Easements” on the Phase 1 Plat to the perpetual use of the public;
 - (b) a drainage easement in the area designated for “Utility & Drainage Easements” on the Phase 1 Plat to Osceola County, Florida; and
 - (c) with respect to the applicable HFB Lots (19 and 20), an unobstructed drainage easement in the area designated for “Unobstructed Drainage Easement” on the Phase 1 Plat to Osceola County, Florida.
5. **Maintenance of Utility & Drainage Easements.** For the avoidance of doubt, Paragraph 17 of Surveyor’s Notes on the Phase 1 Plat and Paragraph 16 of Surveyor’s Notes on the Phase 2 Plat shall mean that except as otherwise provided in the Declaration, the Governing Documents or applicable laws and regulations (including, without limitation, any provisions, terms and conditions with respect to the maintenance of any drainage or stormwater systems), each Owner shall be responsible for the maintenance of all Utility & Drainage Easement areas and

Unobstructed Drainage Easement(s) (with reference to the Plats) located on such Owner's Lot or tract; provided, however, any and all portion of the Surface Water Management System shall be maintained pursuant to the Declaration, the applicable instruments governing the CDD, rules, regulations and requirements of the Water Management District, and other applicable laws and regulations.

6. **Wall Easements.** All Wall Easements shown on the Plats shall be for the benefit of the Association and all Wall Easement Areas shown on the Plats shall be maintained as follows: (1) to the extent located on a Lot or a tract, by the individual Owner of such Lot or tract, and (2) to the extent located on any Common Area, by the Association.

7. **Conveyance Contributions and Developer Payment.** Notwithstanding Section 19.8, Section 27.8 or any other provision or implication in the Declaration to the contrary, (1) no Conveyance Contribution and no initiation fee set forth in Section 19.8 of the Declaration shall be due in connection with the sale of any Lot by Declarant to a Builder, and (2) no Developer Payment shall be due in connection with the sale of any Lot by Declarant to a Builder or the initial sale of any Home or any Lot by a Builder to a buyer.

8. **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.

SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed this 19 day of August, 2019.

"DECLARANT":

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

Lisa Kilgore
Signature of Witness

Lisa Kilgore
Printed Name of Witness

Armen K. Almenas
Signature of Witness

Armen K. Almenas
Printed Name of Witness

HANOVER LAKES, LLC,
a Florida limited liability company

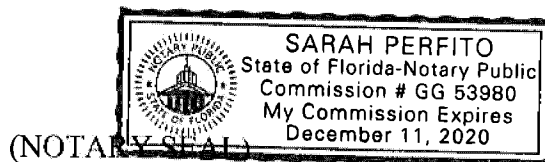
By: Hanover Land Company, LLC, a Florida limited liability company, its Manager

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

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of August, 2019, 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.



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

The undersigned hereby consents to and joins in the above Third Amendment.

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

Isa Kilgore
Signature of Witness
Isa Kilgore
Printed Name of Witness

Anna K. Almendra
Signature of Witness
Anna K. Almendra
Printed Name of Witness

HANOVER FAMILY BUILDERS, LLC,
a Florida limited liability company

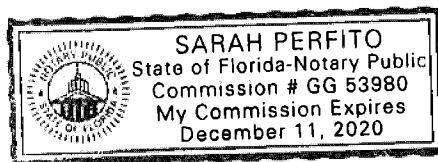
By: [Signature]
Printed Name: Andrew J. Orosz
Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of August, 2019, by Andrew J. Orosz, as Vice President of Hanover Family Builders, 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