

THIS INSTRUMENT PREPARED BY AND  
UPON RECORDATION RETURN TO:

BEN SOLOMON, ESQ.  
SOLOMON, FURSHMAN & COOPERMAN LLP  
1200 BRICKELL AVENUE, PH 2000  
MIAMI, FLORIDA 33131

#### FOURTH AMENDMENT TO DECLARATION FOR VERONA TRACE

THIS FOURTH AMENDMENT TO DECLARATION FOR VERONA TRACE (this "**Fourth Amendment**") is made by MS RIALTO VERONA TRACE FL, LLC, a Delaware limited liability company ("**Developer**"), and joined by VERONA TRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**").

#### RECITALS

A. Lennar Homes, LLC, a Florida limited liability company, f/k/a Lennar Homes, Inc., a Florida corporation ("**Lennar**"), recorded that certain Declaration for Verona Trace on September 22, 2006 in Official Records Book 2081, at Page 1860 of the Public Records of Indian River County, Florida (the "**Original Declaration**"), respecting Verona Trace (the "**Community**"). On May 8, 2009, Lennar recorded that certain First Amendment to Declaration for Verona Trace in Official Records Book 2340, at Page 662 of the Public Records of Indian River County, Florida (the "**First Amendment**"). On October 25, 2010, Developer recorded that certain Second Amendment to Declaration for Verona Trace in Official Records Book 2453, at Page 1732 of the Public Records of Indian River County, Florida (the "**Second Amendment**"). On May 16, 2017, Developer recorded that certain Third Amendment to Declaration for Verona Trace in Official Records Book 3025, at Page 438 of the Public Records of Indian River County, Florida (the "**Third Amendment**"). The Original Declaration, the First Amendment, the Second Amendment and the Third Amendment shall hereinafter collectively be referred to as the "**Declaration**".

B. On June 4, 2010, Lennar and MS Rialto entered into that certain Assignment and Assumption of Developer Rights and Liabilities Agreement, a copy of which was attached as **Exhibit A** to the Second Amendment, whereby MS Rialto became the Developer of the Community.

C. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date (as defined in the Declaration), MS Rialto, as Developer under the Declaration shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

D. The Turnover Date has not yet occurred.

E. MS Rialto wishes to amend the Declaration to modify the same as set forth herein.

NOW THEREFORE, MS Rialto hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment.

2. **Conflicts.** In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Whenever possible, this Fourth 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. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined terms are hereby modified as follows:

**"Private Parcel"** shall mean ~~the any real property more particularly described in **Exhibit A** to this Fourth Amendment within Verona Trace and/or such other property~~ within or adjacent to Verona Trace which may be owned by the Private Parcel Owner and/or a private individual or entity and utilized by the Private Parcel Owner and/or its lessee, invitees, agents, vendors, or other designees for, among other purposes, the construction, installation, operation, maintenance, repair and replacement of Cellular Towers.

4. Disclosure Regarding Sidewalks. The following language is hereby added to the Declaration as Section 26.11:

26.11 Disclosure Regarding Sidewalks. It is anticipated that Developer, or a Builder with respect to any Home constructed by such Builder, will install and/or construct the sidewalk located on, adjacent to, or contiguous with each respective Home/Lot within Verona Trace in accordance with the approved subdivision plans and that each respective Home/Lot shall have a certificate of occupancy issued prior to the sale of any such Home/Lot to an Owner. Notwithstanding the foregoing, pursuant to County requirements, each Owner hereby acknowledges and agrees that the Owner of each Home/Lot within Verona Trace has the obligation, before a certificate of occupancy is issued in connection with residence in a Home, to construct, at each such Owner's sole cost and expense, any required sidewalk located on, adjacent to, or contiguous with each respective Home as required pursuant to the approved subdivision plans and specifications. Homes/Lots that are contiguous with (i.e., directly abutting) Common Areas, recreation, landscape and access easements will receive certificates of occupancy only after the required sidewalks have been installed on the contiguous (i.e., directly abutting) Common Areas, recreation, landscape and access easements. This provision, and the requirements respecting each Owner contained herein, shall not be amended without the written consent of the County's Board of County Commissioners or its designee.

5. Covenant. This Fourth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 20<sup>th</sup> day of November, 2017.

**WITNESSES:**

**MS RIALTO VERONA TRACE FL, LLC**, a Delaware limited liability company

By: **MS RIALTO RESIDENTIAL HOLDINGS, LLC**, a Delaware limited liability company, its member

By: **MSR HOLDING COMPANY, LLC**, a Delaware limited liability company, its member

By: **LENNAR HOMES, LLC**, a Florida limited liability company, its Florida manager

Dean Andreozzi  
Print Name: Dean Andreozzi

Michelle Sterling  
Print Name: Michelle Sterling

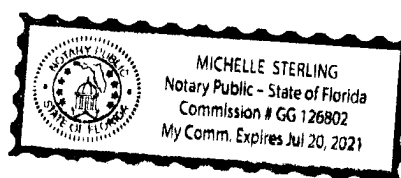
By: Jonathan Rapoport  
Name: Jonathan Rapoport  
Title: Division President

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 21 day of November 2017, by Jonathan Rapoport, as Division President of LENNAR HOMES, LLC, a Florida limited liability company, the Florida manager of MSR HOLDING COMPANY, LLC, a Delaware limited liability company, as member of MS RIALTO RESIDENTIAL HOLDINGS, LLC, a Delaware limited liability company, as member of MS RIALTO VERONA TRACE FL, LLC, a Delaware limited liability company, who is personally known to me or who produced NA as identification, on behalf of the companies.

My commission expires: 7/20/2021

Michelle Sterling  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Michelle Sterling



JOINDER

VERONA TRACE HOMEOWNERS ASSOCIATION, INC.

VERONA TRACE HOMEOWNERS ASSOCIATION, INC. ("Community Association"), does hereby join in the Fourth Amendment to Declaration for Verona Trace (the "Fourth Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Community Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Fourth Amendment as Community Association has no right to approve the Fourth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20<sup>th</sup> day of November, 2017.

WITNESSES:

VERONA TRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Michelle Sterling  
Print Name: Michelle Sterling  
Alexandra Rivera  
Print Name: Alexandra Rivera

By: Dean Andreozzi  
Name: Dean Andreozzi  
Title: President

[SEAL]

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2017 by Dean Andreozzi, as President of VERONA TRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced NA as identification, on behalf of the corporation.

My commission expires: 7/22/2021

Michelle Sterling  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Michelle Sterling

