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SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR MEZZANO

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MEZZANO (the **"Second Amendment"**) is made as of September 18, 2022, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (**"Declarant"** or **"Owner"**) and joined by **MEZZANO HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation whose address is 14101 Town Loop Boulevard, Orlando, Florida 32837 (**"Association"**).

W I T N E S S E T H:

WHEREAS, Owner owns all of the property encumbered by that certain Declaration Of Covenants, Conditions, Easements And Restrictions For Mezzano recorded in Document Number 20220062109 Public Records of Orange County, Florida as amended by Supplemental Declaration and First Amendment to Declaration Of Covenants, Conditions, Easements And Restrictions For Mezzano recorded in Document Number 20220481553, Public Records of Orange County, Florida (the **"Declaration"**);

WHEREAS, pursuant to Section 13.02 of the Declaration, the Declaration may be amended, modified or released, in whole or in part, by a written instrument executed by the Declarant defined therein, if Declarant determines such amendment is necessary; provided that such amendment does not prejudice or impair to any material extent the rights of any Member;

WHEREAS, Owner is the fee simple owner of all Lots; and

WHEREAS, Declarant desires to modify and amend the Declaration as set forth herein, and the Association joins to evidence its consent hereto; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, joined by the Association, does hereby modify and amend the Declaration as hereinafter set forth:

1. **Recitals/Capitalized Terms.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not expressly defined herein shall have the meanings ascribed to such terms in the Declaration.

2. **New Section 1.01.Q.a.** The following new Section 1.01.Q.a. is hereby added to the Declaration:

“a. **‘Individual Roof’** means and refers to the exterior roof covering an individual Townhome Residential Unit, including all components thereof and its supporting structure.”

3. **Definition of “Maintenance”.** The definition of the word Maintenance as set forth in Section 1.01.U. is hereby revised so that the word “initial” precedes the words “termite control”.

4. **Replacement of Article 10.** Article 10 is hereby modified as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~)

“ARTICLE 10 – MAINTENANCE; INSURANCE, CASUALTY LOSSES AND REPAIRS; PARTY SIDEWALKS; PARTY WALLS; COMMON ROOFS

Section 10.01 Maintenance Responsibility. The responsibility for the maintenance of the Common Area, Lots, Townhome Residential Buildings or Townhome Residential Units within the Property shall be as follows:

A. **Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, in such manner and on such schedule as the Board, in its sole discretion, deems appropriate.

B. **Exterior Maintenance, Repair or Replacement.** ~~The Association~~ Each Owner shall be responsible for maintaining/repainting the exterior paint and repairing or replacing the ~~exterior~~ Individual Roof (i.e., shingles, shingle underlayment material/membrane and roof sheathing/decking) of a Townhome Residential Unit or Townhome Residential Building (collectively the “Structure Exterior Maintenance”). At the time an Owner, or the Association (if applicable), repaints the exterior of a Townhome Residential Unit or Townhome Residential Building it shall also caulk or recaulk, ~~as the Association deems necessary, in its sole discretion,~~ the exterior portions of all windows ~~(but not skylights)~~ and exterior doors. Each Owner is responsible for making sure ensuring that such Owner’s Townhome Residential Unit remains watertight including, without limitation, reglazing windows, caulking or recaulking around windows, skylights and doors and maintaining seals on doors. ~~To the extent that any Owner, or any of such Owner’s agents, employees, guests, invitees or licensees, causes damage to any improvements which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for all other assessments.~~

Except as may otherwise be provided in this Declaration, including, without limitation, this Article 10 or Section 8.01U, each Owner shall otherwise be responsible for maintaining such Owner's Lot, including, but not limited to, each Townhome Residential Unit thereon, the exterior and structural elements, including, without limitation the exterior stucco or siding, foundation and all fixtures and parts thereof, and the exterior and structural elements of all other improvements located on such Owner's Lot in a good, safe and clean condition and in a neat and attractive manner and as otherwise provided elsewhere herein. To the extent that any Owner, or any of such Owner's agents, employees, guests, invitees or licensees, causes damage to any improvements which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for all other assessments.

C. Townhome Residential Building Maintenance. Notwithstanding Section 10.01B, the Association shall (or may, if so indicated) perform the following services:

(a) may (but shall not have the obligation to) maintain the fire sprinkler systems (if any) within all of the Townhome Residential Buildings;

(b) as more particularly described in and subject to the provisions of Section 8.01U of this Declaration, shall maintain the landscaping, grass, shrubs and trees, irrigation system and parts, and exterior lighting, from time to time located around the Townhome Residential Buildings;

(c) shall provide for initial termite prevention and treatment and secure treatment warranties for all Townhome Residential Buildings;

(d) may (but shall not have the obligation to) provide the Structure Exterior Maintenance including maintenance of an Individual Roof or Common Roof;

(e) may (but shall not have the obligation to) provide all or any portion of the ~~Townhome~~ Lot Improvement Maintenance;

(f) ~~may (but shall not have the obligation to) provide for any reserves for exterior paint maintenance or repainting, the repair and replacement of Common Roofs, Party Sidewalks, Party Walls, or other improvements or personalty specific to the Townhome Residential Buildings, Townhome Residential Units or the Townhome Lots, as the Association deems necessary or desirable; and intentionally deleted; and~~

(g) may (but shall not have the obligation to) procure any ~~such further~~ products or services which the Association deems necessary or desirable with respect to the Townhome Residential Buildings, as determined in the exercise of the Association's Board of Directors' reasonable discretion.

D. Owner's Failure to Maintain. In the event an Owner fails to maintain ~~the exterior of his Lot or any portion of Townhome Residential Unit~~ to the extent required in this Declaration, or in the event the Board deems it in the best interest of the Property, then the Association may provide said maintenance after delivery of fifteen (15) days written notice to the Owner and the

cost of said maintenance shall be assessed by the Association to the Owner of said Lot or Townhome Residential Unit as an individual assessment. The Association shall notify the Owner of said Lot or Townhome Residential Unit in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within fifteen (15) days after the date of said notice, the Association (after approval by a majority affirmative vote of the Board) may correct such condition, for which purpose the Association and its agents, employees and contractors shall have the right of entry onto the Lot and within the Townhome Residential Unit to the extent required; subject, however, to such limitations as may be imposed by Chapter 720, Florida Statutes, and other applicable laws then in effect. The cost of such maintenance shall be assessed by the Association as an individual assessment against the Lot or Townhome Residential Unit upon which such maintenance is performed, and shall not be considered part of the annual assessment. Any such individual assessment or charge shall be a lien upon the Lot or Townhome Residential Unit and an obligation of the Lot or Townhome Residential Unit Owner and shall become immediately due and payable in all respects, together with attorney's fees, court costs, recording costs, interest, an administrative fee (payable to the Association or its manager in the amount of twenty-five percent (25%) of the cost of maintenance) and other fees or costs of collection as provided for other assessments of the Association. The Association shall have a right and easement in and to the land comprising each Lot and Townhome Residential Unit in order to maintain same in accordance with this Article and said right and easement shall be a covenant running with the land as to each Lot and Townhome Residential Unit.

E. Damage Caused by Owner. Notwithstanding the foregoing, to the extent that any Owner, or any of such owner's agents, employees, guests, invitees or licensees, causes damage to any improvement which the Association or another Owner is obligated to maintain, repair and/or replace, then any cost incurred by the Association or another Owner to maintain, repair or replace such damaged improvement shall be charged ~~to such the responsible~~ Owner as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments.

F. Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Townhome Residential Unit in a neat and sanitary manner. Other than for providing initial termite control ~~and fire sprinkler or fire protection service (if any)~~ to each of the Townhome Residential Buildings located on the Property, the Association shall not be in any way responsible for any such interior maintenance nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration.

G. Exterior Maintenance of Features Owned by Two or More Owners. Certain features may be owned by two or more Owners (eg., party walls, roof elements). In such instance each non-maintaining Owner is responsible for that percentage of the cost of such maintenance as the area of the non-maintaining Owner's element bears to the overall area of the element. When one owner undertakes maintenance of the co-owned element, it shall notify the other co-Owner at least fifteen days (15) prior to performing any maintenance and upon completion shall provide a written invoice for materials and third party labor within fifteen (15) days following the completion of such work. Said invoice shall be paid within thirty (30) days following presentment of such

invoice. No fee shall be charged for labor performed by an Owner directly (only for third party labor).

H. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner for the purpose of performing Structure Exterior Maintenance on the exterior structure including an Individual Roof or the Common Roof, a nonexclusive easement and right of ingress and egress in, under, over and across that portion of any Lot and the improvements located thereon as is reasonably required for the purpose of performing any Structure Exterior Maintenance.

Section 10.02 Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association. Each Owner shall pay all real and personal property taxes and assessments for any property owned by such Owner.

Section 10.03 Property Insurance on Townhome Residential Buildings and Townhome Residential Units.

A. Townhome Residential Unit Insured Property. The Association may, but shall not be obligated to, maintain property insurance (the "Association Townhome Residential Building Insurance") on each Townhome Residential Building in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof. It is the intent that the Association Townhome Residential Building Insurance shall cover those portions of such Townhome Residential Buildings which would typically be required, under Florida law, to be insured by a condominium association if the Property and Townhome Residential Buildings were a condominium (collectively, the "Townhome Residential Unit Insured Property"). Specifically, but without limitation, the Association Townhome Residential Building Insurance shall exclude sheetrock or drywall, all furniture, furnishings, fixtures, countertops, water filters, floor coverings, wall coverings and ceiling coverings, other personal property or fixtures which were, without limitation, included, supplied or installed at the time the Owner originally purchased the Townhome Residential Unit or are owned or were supplied or installed by Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, and all electrical fixtures, appliances, cabinets, cabinets fixtures, vanities, interior paint, installations and/or additions comprising that portion of the Townhome Residential Building which were, without limitation, included, supplied or installed at the time the Owner originally purchased the Townhome Residential Unit or which are owned or were supplied or installed after such purchase by Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Townhome Residential Units not typically insured by a condominium association and the same shall not be Townhome Residential Unit Insured Property. Such policy(ies) may contain reasonable deductible provisions as determined by the Board, in its sole discretion. Such coverage shall afford protection against loss and/or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time-to-time are customarily covered with respect to buildings and improvements similar to the Townhome Residential Buildings in construction, location and use.

B. Excluded from Coverage. In addition to excluding coverage for property which is not Townhome Residential Unit Insured Property under the Association Townhome Residential

Building Insurance, the Association shall also not be responsible for providing insurance coverage for casualties or damages resulting from floods and the Association shall not cover damages for loss of use of the ~~Townhome~~-Lot or Townhome Residential Unit. Unless the Association elects otherwise, the insurance purchased by the Association shall also not cover claims against an Owner due to accidents occurring within or on such Owner's Townhome Residential Unit, nor casualty or theft loss to the contents of an Owner's Townhome Residential Unit. It shall be the obligation of the Owner of a Townhome Residential Unit, if such Owner so desires, to purchase and pay for insurance as to all risks not covered by insurance carried by the Association (for example, a typical condominium unit owner's policy, also known as HO-6). Each Townhome Residential Unit Owner shall be responsible for determining the extent and limits of the Association Townhome Residential Building Insurance and for obtaining separate insurance to cover all other property of such Townhome Residential Unit Owner, and to cover their personal liability, living expenses, and any other risks and matters not otherwise insured in accordance herewith. The Association shall not be liable for any gaps in insurance coverage between the Association Townhome Residential Building Insurance and insurance obtained by the Townhome Residential Unit Owner.

C. Disclaimer. All Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, Institutional Lenders and other affected persons and/or entities are hereby advised that over time, due to the age of the Townhome Residential Unit Insured Property and nature of its construction, it may not be economically feasible or otherwise possible to insure the Townhome Residential Unit Insured Property for its full replacement value as a result of the aforesaid factors or the applicability of changes in zoning or building codes. Neither Declarant nor the Association (nor any of their respective members, committee members, managers, stockholders, officers, directors, employees, representatives, agents, affiliates, attorneys and partners and their respective successors and assigns [hereinafter "Representatives"]), shall be liable to any party whatsoever in the event of a casualty loss to any Townhome Residential Unit Insured Property which exceeds the coverage afforded by reasonably available insurance. In the event the Board, in its sole discretion, elects to discontinue maintaining the Association Townhome Residential Building Insurance, or the type of coverage provided for in Section 10.03A is not available or is cost-prohibitive, then the Association shall give each Owner of a Townhome Residential Unit insured under the Association Townhome Residential Building Insurance sixty (60) days written notice that the Association Townhome Residential Building Insurance shall be canceled or shall not be renewed. On or before the sixtieth (60th) day after such notice is given, each such Owner shall obtain and maintain, at its sole cost and expense, a homeowner's insurance policy covering all of the items set forth herein to be covered by the Association Townhome Residential Building Insurance, such policy to be effective on or before the cancellation or expiration date of the Association Townhome Residential Building Insurance. If the Association discontinues providing the Association Townhome Residential Building Insurance as aforesaid, then the Board, in its sole discretion, shall determine a reasonable method of redistributing or reallocating any Townhome Residential Unit-Unit Deductible Reserves.

In the event that an Owner of a Townhome Residential Unit or ~~Townhome~~-Lot fails to obtain any insurance coverages required under this Section 10.03C or under Section 10.03B above, or if such Owner permits its insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess all costs thereof, plus interest at the highest rate allowable under law, to the Owner and the Owner's ~~Townhome~~-Lot as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien

enforcement rights in favor of the Association as exist for annual assessments. In the absence of sufficient property insurance on any ~~Townhome~~-Lot or Townhome Residential Unit (where the Association has not purchased the coverage), the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of the Owner's ~~Townhome~~-Lot and Townhome Residential Unit, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether such repairs are the responsibility of the Association or the Owner, and assess all costs, plus interest at the highest rate allowable under law, to the Owner and the Owner's ~~Townhome~~-Lot as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments.

D. Claims and Damage. In the event of a casualty loss, the Association shall be entitled to file a claim on the Association Townhome Residential Building Insurance policy for the cost of any repair or reconstruction to the Townhome Residential Unit Insured Property which is the Association's responsibility, and the deductible therefor shall be paid in accordance with the provisions of this Section 10.03. Repair and reconstruction of any damaged Townhome Residential Building for which a claim is paid shall be performed using materials of like kind and quality as that of the initial improvements, subject to their availability and the then-current building codes and other Laws governing construction. Each Owner of an affected Townhome Residential Unit shall be responsible for repair or replacement, and the costs thereof, of all portions of the improvements constructed on its Townhome Residential Unit which are not covered by the Association Townhome Residential Building Insurance.

E. General Requirements of Association Townhome Residential Building Insurance.

(a) The insurance policies for the Association Townhome Residential Building Insurance shall be purchased by the Association and shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

(b) The named insured shall be the Association, individually, and as agent for Owners of the Townhome Residential Units covered by the policy, without naming them. The Townhome Residential Unit Owners shall be deemed additional insureds;

(c) All policies shall provide that payments for losses made by the insurer shall be paid to the Association or the Townhome Residential Unit Insurance Trustee (if appointed) and all policies and endorsements thereto shall be deposited with the Association or the Townhome Residential Unit Insurance Trustee (if appointed);

(d) One copy of each Association Townhome Residential Building Insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Owner of a Townhome Residential Unit and lender holding a mortgage lien on a ~~Townhome~~-Lot or Townhome Residential Unit covered by the policy;

(e) When appropriate and obtainable, the Association Townhome Residential Building Insurance policies shall waive the insurer's right to: (i) subrogation against the

Association and against the Townhome Residential Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid or reduce liability for a loss that is caused by an act or omission of Declarant or the Association (or any of their respective Representatives), one (1) or more Townhome Residential Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Townhome Residential Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Townhome Residential Unit Owner has other insurance that covers the same loss;

(f) Each Association Townhome Residential Building Insurance policy shall, if required by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration), Federal National Mortgage Association and/or Government National Mortgage Association, have the following endorsements, if applicable and if available: (i) agreed amount; (ii) inflation guard, and (iii) machinery and equipment breakdown coverage, providing at least \$50,000.00 coverage for each accident at each location;

(g) Each Association Townhome Residential Building Insurance policy shall provide that such policy may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board may (or if required by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration), Federal National Mortgage Association and/or Government National Mortgage Association, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Townhome Residential Unit Insured Property, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section 10.03E(g);

(h) Premiums for each Association Townhome Residential Building Insurance policy shall be paid by the Owners as part of their townhome assessment;

(i) All Association Townhome Residential Building Insurance policies obtained by or on behalf of the Townhome Residential Unit Owners shall be for the benefit of the Association, such Townhome Residential Unit Owners and their Institutional Lenders, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a trustee (if appointed) as provided below, and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida (the "Townhome Residential Unit Insurance Trustee"). The Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Townhome Residential Unit Owners affected by such casualty and their respective Institutional Lenders in the following shares,

but shares need not be set forth on the records of the Townhome Residential Unit Insurance Trustee:

(1) Proceeds on account of damage to Townhome Residential Buildings shall be held for the benefit of Owners of Townhome Residential Units in such Townhome Residential Buildings in proportion to the cost of repairing the damage suffered by each such affected Owner to the extent such costs of repairs for a Townhome Residential Unit exceeds the applicable Townhome Residential Unit-Unit Deductible, which cost and allocation shall be determined by the Association.

(2) No Institutional Lender shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Institutional Lender shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Townhome Residential Unit Owner and Institutional Lender pursuant to the provisions of the Declaration as amended hereby.

F. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be distributed to or for the benefit of the affected Townhome Residential Unit Owners in the following manner:

(a) All expenses of the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor.

(b) If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the affected Townhome Residential Unit Owners thereof, remittances to Townhome Residential Unit Owners and their Institutional Lenders being payable jointly to them.

(c) If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated equally among the affected Townhome Residential Unit Owners, but only after being distributed first to all Institutional Lenders on all mortgages and liens on such Owners' Townhome Residential Units in the order of priority of such mortgages and liens sufficient to pay off their mortgages, and then, after being utilized to demolish and remove any uninhabitable portions of the Townhome Residential Building and restoring the land in a manner reasonably determined by the Association (hereinafter the "Townhome Residential Unit Demolition and Cleanup Expenses"), the balance, if any, to the affected Townhome Residential Unit Owners.

(d) In making distributions to Townhome Residential Unit Owners and their Institutional Lenders, the Association or the Townhome Residential Unit Insurance Trustee (if appointed) may rely upon a certificate of the Association made by the President and Secretary as to the names of the Townhome Residential Unit Owners and their Institutional Lenders and their respective shares of the distribution.

G. General.

(a) The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Townhome Residential Unit Owner and for each holder of a mortgage or other lien upon a Townhome Residential Unit to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(b) Certain provisions in this Section 10.03(G) are for the benefit of Institutional Lenders of Townhome Residential Units and may be enforced by such Institutional Lenders.

(c) The Association shall have the option in its discretion of appointing a Townhome Residential Unit Insurance Trustee hereunder. If the Association fails or elects not to appoint such Townhome Residential Unit Insurance Trustee, the Association shall perform directly all obligations imposed upon such Townhome Residential Unit Insurance Trustee by the Declaration. Fees and expenses of any Townhome Residential Unit Insurance Trustee are ~~Limited~~ Common Expenses.

(d) Subject to Section 10.03(H) below, in the event of damage to or destruction of the Townhome Residential Unit Insured Property as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Townhome Residential Unit Insured Property and the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Prompt repair and restoration means that repairs and restoration are to begin not more than sixty (60) days from the date the Association or the Townhome Residential Unit Insurance Trustee (if appointed) notifies the Board and Townhome Residential Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association or the Townhome Residential Unit Insurance Trustee (if appointed) notifies the Board and the Townhome Residential Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work.

(e) If the proceeds of the Association Townhome Residential Building Insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, individual assessments, which individual assessments shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments, shall be made against the affected Townhome Residential Unit Owner(s) in sufficient amounts to provide funds for the payment of such costs.

(f) Any repairs and restoration must be made substantially in accordance with the plans and specifications for the original Townhome Residential Unit Insured Property and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the ARB and then-applicable building and other codes.

H. Election not to Rebuild. If seventy-five percent (75%) or more of the insured value of the Townhome Residential Unit Insured Property of any Townhome Residential Building is substantially damaged or destroyed following such loss (or such higher percentage, if required by the terms of the Association Townhome Residential Building Insurance policy in order for the extent of the damage or destruction to be deemed a constructive total loss under the terms of the Association Townhome Residential Building Insurance policy, so as to obligate such insurer to pay the full amount covered by such insurance policy), and if Townhome Residential Unit Owners owning an equivalent or greater percentage (or such lesser or greater amount as may be required by Law) of the Townhome Residential Units in such Townhome Residential Building consent not to proceed with the repair or restoration thereof, the Townhome Residential Unit Insured Property will not be repaired, in which event, the net proceeds of insurance resulting from such damage or destruction, after disbursements for Townhome Residential Unit Demolition and Cleanup Expenses, shall be divided among all the Townhome Residential Unit Owners in proportion to the damage suffered by each such affected Townhome Residential Unit Owner, as determined in the discretion of the Board; provided, however, that no payment shall be made to a Townhome Residential Unit Owner until there has first been paid off out of his or her share of such fund, all mortgages and liens on his Townhome Residential Unit in the order of priority of such mortgages and liens. The Association or the Townhome Residential Unit Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

I. Deductibles. Deductibles for fire, casualty or other losses covered by the Association Townhome Residential Building Insurance (or the cost of repairs not exceeding the deductibles) shall be payable as follows:

(a) Each affected Townhome Residential Unit Owner shall be responsible for payment of its Townhome Residential Unit-Unit Damage Allocation.

(b) If the sum of the Townhome Residential Unit-Unit Damage Allocations with respect to a claim for a Townhome Residential Building is less than the lesser of: (i) the actual cost to repair the damage to such Townhome Residential Building, or (ii) the Townhome Residential Unit Building Deductible, the difference shall be paid from the Townhome Residential Unit-Unit Deductible Reserve to the extent such funds are available. If there are not adequate funds available in the Townhome Residential Unit-Unit Deductible Reserve the shortfall shall be collected through individual assessments which shall be equally levied against all Townhome Residential Units in such Townhome Residential Building.

(c) The Association may determine a reasonable method for allocating among the affected Townhome Residential Units in a Townhome Residential Building the costs of repairing damages to Townhome Residential Unit Shared Elements, which method may include, but not be limited to, dividing such costs equally among the affected Townhome Residential Units in such Townhome Residential Building.

(d) The Association may, but shall not be required to establish a Townhome Residential Unit-Unit Deductible Reserve for each Townhome Residential Building which is to be funded through townhome assessments. The amount set aside for the Townhome Residential Unit-

Unit Deductible Reserve in each Townhome Residential Building shall be at the discretion of the Association.

Section 10.04 **Association Insurance.**

A. The insurance coverages to be obtained pursuant to this Section 10.04 shall be in addition to and not in limitation of the Association Townhome Residential Building Insurance. The Board shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. In addition to the foregoing, the Association shall be obligated to obtain directors' and officers' liability insurance for the directors and officers of the Association.

Insurance obtained by the Association on any portion of the Property shall at a minimum comply with the applicable provisions of this Section 10.04, including the provisions of this Section applicable to policy terms, loss adjustment and all other subjects to which this Section applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area and the Association for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least One Million Dollars (\$1,000,000.00) of coverage for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, Five Million Dollars (\$5,000,000.00) of umbrella liability coverage.

Premiums for all insurance obtained by the Association shall be ~~Limited~~ Common Expenses of the Association and shall be included in the annual assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Section (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Association and mortgagees providing construction financing on the Common Area, if any.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, Declarant, the Owners, and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(4) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, flood insurance, if required, and any and all other insurance required by law or determined to be reasonably necessary and/or desirable by the Board. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Townhome Residential Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

B. Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance purchased by or written in the name

of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this Section, means repairing or restoring the Property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(a) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least two-thirds (2/3) of the members of the Board shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

(b) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the standards of the Property.

C. Disbursement of Proceeds. If the damage or destruction to the Common Area, for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of any portion of the Property and may be enforced by such mortgagee.

D. Repair and Reconstruction. If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a special assessment against the Owners of Townhome Residential Units. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 10.05 **Common Roofs.**

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Common Roof shall be shared equally by the Owners of the applicable ~~Townhome Residential Building~~Lots who make use of the Common Roof and shall be a lien against their respective ~~Townhome~~-Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Common Roof is destroyed or damaged or requires structural repair, the Association or a Maintaining Owner or Owners, as applicable, shall have the right (but not the obligation) to either restore, repair or replace said Common Roof, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Common Roof shall be jointly and severally liable to the Maintaining Owners or the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association and each Owner making use of a Common Roof shall have the right to enter on the property of any Owner sharing a Common Roof during normal working hours and after reasonable notice, to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Common Roof shall have the right to enter the Townhome Residential Unit of another Owner sharing that Common Roof, without notice, to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.05 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. Any and all costs of permits, materials or third party labor expenses incurred by a Maintaining Owner shall be shared equally by all of the Owners for whom such maintenance is being performed. No bids need to be obtained by the Association or the Maintaining Owners for any such work and the Association shall designate the contractor in its sole discretion from a list provided by the Association. In the event of non-emergency work being performed by a Maintaining Owner, the Maintaining Owner and all of the Neighboring Owner shall together designate a contractor from a list provided by the Association. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association. All sums due any Maintaining Owners pursuant to this Section shall be due and payable within thirty (30) days upon demand by the Maintaining Owners.

D. Easement for Repair, Maintenance and Replacement of Common Roof. Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner making use of a Common Roof a nonexclusive easement and right of ingress and egress in, under, over and across any ~~Townhome~~ Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Roof.

E. Shared Portions of Roof. In most instances the Owner of a Townhome Residential Unit also owns the Individual Roof above that Townhome Residential Unit and is responsible for the repairs, maintenance and replacement of such Individual Roof pursuant to Section 10.01.B. above. In some instances an Owner desiring to maintain the Individual Roof above that Owner's Townhome Residential Unit (the "Maintaining Owner") will also be required, as a condition to performing such maintenance, to also repair, maintain or replace portions of the roof above a

neighboring Owner's Townhome Residential Unit (a "Neighboring Owner") at the time the Maintaining Owner's roof is being repaired, maintained or replaced.

Section 10.06 **Party Walls.**

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the wall and shall be a lien against their respective ~~Townhome~~ Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Party Wall is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore, repair or replace said Party Wall, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Party Wall shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Party Wall during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Party Wall shall have the right to enter the Townhome Residential Unit of another Owner sharing that Party Wall, without notice, to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.06 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.

D. Weatherproofing. Notwithstanding any other provision of this Section 10.06, any Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner sharing a Party Wall a nonexclusive easement and right of ingress and egress in, under, over and across any ~~Townhome~~ Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing any Party Wall.

F. Additional Maintenance and Services. The Association may provide such additional services and maintenance with respect to Townhome Residential Buildings and

Townhome Residential Units as the Association, in the reasonable discretion of the Board of Directors, deems necessary or desirable in order to address maintenance, repair, appearance, or other issues specific to Townhome Residential Buildings or Townhome Residential Units. Declarant hereby grants to the Association a nonexclusive easement and right of ingress and egress in, under, over and across any ~~Townhome~~-Lot and the improvements located thereon as may be reasonably necessary for the purpose of performing any Townhome Residential Building Maintenance.

Section 10.07 **Party Sidewalks.**

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage or personal injury due to negligence or willful acts or omissions shall apply concerning a Party Sidewalk.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Sidewalk shall be shared equally by the Owners who make use of the sidewalk and shall be a lien against their respective Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Party Sidewalk is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore, repair or replace said Party Sidewalk, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Party Sidewalk shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on that portion of the property of any Owner sharing a Party Sidewalk, during normal working hours and after reasonable notice, as is reasonably required to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Party Sidewalk shall have the right to enter that portion of a ~~Townhome~~-Lot of another Owner sharing that Party Sidewalk, without notice, as is reasonably required to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.07 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.

D. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner sharing a Party Sidewalk a nonexclusive easement and right of ingress and egress in, under, over and across that portion of any ~~Townhome~~ Lot and the improvements located thereon as is reasonably required for the purpose of repairing, maintaining and replacing any Party Sidewalk.”

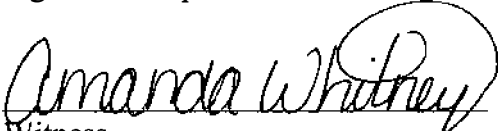
5. **Counterparts.** This Second Amendment may be executed in counterparts and shall constitute but one and the same instrument.

[Signatures on the Following Pages]

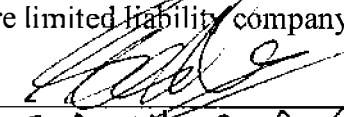
IN WITNESS WHEREOF, Owner has caused this Second Amendment to be executed as of the date and year first above written.

Signed in the presence of.

"OWNER"


Witness
Print Name: Amanda Whitney

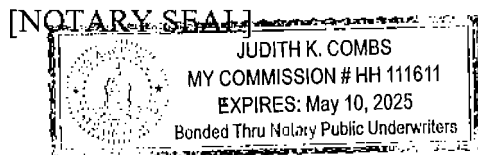
PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company

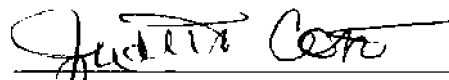
By: 
Name: SURESH GUPTA
Title: Manager


Witness
Print Name: Judith Combs

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of September, 2022, by Suresh Gupta as Manager of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].




Notary Public Signature

JOINDER OF ASSOCIATION

The undersigned, **MEZZANO HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for profit corporation (the "Association") does hereby join in this SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MEZZANO (this "Declaration"), to which this Joinder of Association is attached, and agrees and acknowledges that the terms and provisions thereof are and shall be binding upon the undersigned and its successors in title.

Signed, sealed and delivered
in the presence of:

"ASSOCIATION"

MEZZANO HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-
profit corporation

Subiel Rojas
Print Name: Subiel Rojas

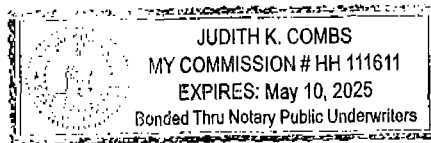
Judith Combs
Print Name: Judith Combs

By: Amanda Whitney
Print Name: Amanda Whitney
Title: _____ President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of September, 2022, by Amanda Whitney, as _____ President of MEZZANO HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Judith Combs
Print Name Judith Combs
Title: Notary Public
Serial Number, if any: HH111611
My Commission Expires: 5/10/25
(NOTARY SEAL)

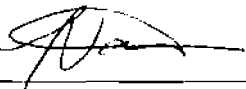


JOINDER OF MORTGAGEE

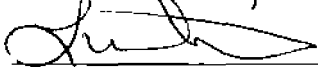
The undersigned, **FIFTH THIRD BANK, NATIONAL ASSOCIATION** (formerly known as Fifth Third Bank) ("Mortgagee"), in its capacity as Administrative Agent ("Administrative Agent"), for its benefit and the ratable benefit of the "Lenders" under that certain Restated Credit Agreement among Park Square Enterprises, LLC, a Delaware limited liability company, Administrative Agent and Lenders dated as of September 26, 2016, as amended by First Amendment to Restated Credit Agreement effectively dated November 3, 2017, Second Amendment to Restated Credit Agreement effectively dated June 6, 2018, Third Amendment to Restated Credit Agreement effectively dated September 5, 2018 and Fourth Amendment to Restated Credit Agreement effectively dated February 14, 2020, its successors and/or assigns as their interests may appear (as amended the "Credit Agreement"), hereby consents to and subordinates to the foregoing Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Mezzano and all of its covenants, conditions, easements, restrictions, terms and provisions, the lien created by that certain Restated Mortgage And Security Agreement (including Assignment Of Leases And Rents And Fixture Filing) recorded December 31, 2014 in Official Records Book 10855, Page 0320, as modified by that certain Mortgage Modification Agreement And Receipt For Future Advance recorded September 29, 2016 in Instrument Number 20160512177, as further modified by that certain Spreader And Modification Agreement recorded December 27, 2016 in Instrument Number 20160667219, as further modified by 2018 Mortgage Modification Agreement And Receipt For Future Advance recorded September 7, 2018 in Instrument Number 20180532729, as further modified by Assignment of Notes and Mortgage, Mortgage Spreader and Modification and Partial Release Agreement recorded February 27, 2020 in Document Number 20200128126, as further modified by 2020 Mortgage Consolidation and Modification Agreement recorded February 27, 2020 in Document Number 20200128127, and as further modified by that certain Spreader And Modification Agreement recorded June 17, 2021 in Document Number 20210362278, all of the Public Records of Orange County, Florida.

Signed, sealed and delivered
in the presence of:

WITNESSES:



Print Name: Norely Leiva Ortiz



Print Name: Lynne E. Smith

FIFTH THIRD BANK, NATIONAL ASSOCIATION, in its capacity as Mortgagee and as Administrative Agent for the Lenders pursuant to the Credit Agreement as more particularly defined hereinabove

By: 

Name: TED SMITH

Title: SENIOR VICE PRESIDENT

[NOTARY ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE.]

STATE OF Georgia
 COUNTY OF Fulton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of September, 2022, by Ted Smith, as SVP of FIFTH THIRD BANK, NATIONAL ASSOCIATION, in its capacity as Mortgagee and as Administrative Agent for the Lenders pursuant to the Credit Agreement as more particularly defined hereinabove, on behalf thereof. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Jesse Astorga
 NOTARY SIGNATURE
Jesse Astorga
 PRINTED NOTARY NAME