

This Instrument Prepared by
and After Recording Return to:
Gary M. Kaleita, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
407-843-4600

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Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



**SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR**

MEZZANO

THIS SUPPLEMENTAL DECLARATION (the “**Supplemental Declaration**”) is entered into as of the 25th day of July, 2022, by **PARK SQUARE ENTERPRISES LLC**, a Delaware limited liability company (“**Declarant**”), whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811.

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple owner of all of Mezzano, according to the Plat thereof as recorded in **Plat Book 104, Page 48**, of the Public Records of Orange County, Florida (such property being the “**Mezzano Property**” and such plat being the “**Mezzano Plat**”);

WHEREAS, the Common Areas set forth on the Mezzano Plat include Tract P-2 (Park), OS-8, OS-9; OS-10 (Open Space), L-3 (Lake), all as depicted on the plat for MEZZANO recorded in Plat Book 109, Pages 48 through 51, Public Records of Orange County, Florida.

WHEREAS, the Declarant executed that certain Declaration of Covenants, Conditions Easements and Restrictions for Mezzano recorded on January 27, 2022, in Document Number 20220062109 of the Public Records of Orange County, Florida, as may be amended or supplemented from time to time (as amended or supplemented the “**Declaration**”), covering certain real property located in Orange County, Florida;

WHEREAS, pursuant to Section 2.02 of Article 2 of the Declaration, the Declarant may, from time to time, in its sole, absolute and unfettered discretion, cause all or any portion of the Additional Property to be subjected to the jurisdiction of the Declaration and to become a part of the Property by the filing of a Supplemental Declaration;

WHEREAS, the Mezzano Property is part of the Additional Property; and

WHEREAS, the Declarant, pursuant to the provisions of Section 2.02 of Article 2 of the Declaration, wishes to extend the scheme of the Declaration to the Mezzano Property.

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,

Owner, joined by the Association, does hereby modify and amend the Declaration as hereinafter set forth:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, capitalized terms used in this Supplemental Declaration shall have the meanings and definitions set forth in the Declaration. The Declarant hereby ratifies and affirms the provisions of the Declaration.

2. **Mezzano Property.** The Mezzano Property is hereby made a part of the Property and that the Phase 2 Property shall be held, sold and conveyed subject to the Declaration which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (including the Mezzano Property) and which shall run with the Property (including the Mezzano Property). This Supplemental Declaration shall be binding on all parties having any right, title or interest in the Property (including the Phase 2 Property) or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3. **Definitions of Mezzano Property and Mezzano Plat.** The following definitions of the Mezzano Property and Mezzano Plat in Section 2 are hereby added to Section 2 of the Declaration:

“**Mezzano Property**” shall mean the real property more particularly described in and subject to the Mezzano Plat.

“**Mezzano Plat**” shall mean the Plat of MEZZANO, as recorded in Plat Book 109, Page 48, Public Records of Orange County, Florida.”

4. **Potable Water.** The following new Section 5.24 is hereby added to the Declaration:

“5.24. **Potable Water.** Owners own and maintain their own potable water services which extend to their homes from public water meters located adjacent to the public road right-of-way. The privately owned water services for lots 149 – 162 extend to these units through Tract P-2 (Park) therefore the owners of Lots 149 – 162 are hereby granted an easement though Tract P-2 for the purpose of maintaining their respective water service.”

5. **Retaining Walls.** The following language is added as a new Section 14 of the Declaration:

“14. **County Restrictions Pertaining To Retaining Walls.**

14.1 **Establishment of Maintenance and Repair Accounts.** In addition to all other Assessments as provided in this Declaration, the Association shall levy Mandatory Reserve Assessments in order to collect, in advance, sufficient funds to pay for the following maintenance and repairs, to wit:

14.1.1 **Routine Infrastructure Maintenance.** Annual routine maintenance and repair to retaining walls., if any, the funds for which shall be kept in a separate account (the “**Routine-Infrastructure-Maintenance Account**”), subject to the restrictions and requirements set forth herein;

14.1.2 Repair/Other Infrastructure. Major capital repair and replacement of retaining walls, the funds for which shall be kept in a separate account (the "**Capital-Repair/Other Infrastructure Account**"), subject to the requirements and restrictions set forth herein;

14.1.3 Capital-Repair/Other Infrastructure Account. Monies on deposit in the Capital - Other Infrastructure Account, including any investment earnings, may be used by the Association only for major repair, reconstruction, and replacement of the retaining wall.

14.2 Required Funding/Mandatory Reserve Assessments.

14.2.1 Routine-Infrastructure-Maintenance Account. The Association must deposit each year into the Routine-Infrastructure-Maintenance Account an amount of money sufficient to perform all scheduled maintenance and unscheduled repair of the retaining walls during the subsequent year. In the event monies on deposit in this account are used to perform maintenance and repair of the retaining walls and their related facilities, in the discretion of the Board, then each year the Association must collect and deposit additional money in this account sufficient to cover those costs.

14.2.2 Capital-Repair/Other Infrastructure Account. The Association must Deposit year into the Capital-Repair/Other Infrastructure Account an amount sufficient for other subdivision infrastructure related to the retaining walls, to be reconstructed and/or repaired no less frequently than once every fifty (50) years, and the amount must be approved by the County prior to issuance of a certificate of completion for those improvements. Deposits to the account must begin in the year in which the County issues its certificate of completion for the improvements and must be completed no later than the fiftieth (50th) anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-fiftieth (1/50) of the estimate approved by the County. However, after Turnover of the Association, the schedule of deposits may be altered such that one or more annual deposits is less than one-fiftieth (1/50) of the estimate, but only if a simple majority or more of all Owners of Lots consent in writing and/or by voting at a meeting called in accordance with the Bylaws of the Association to approve the altered schedule. If the Owners consent to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the fifty-year period being equal to or in excess of the estimate approved by the County. At the end of each fifty-year period, the Association shall revise and update the estimate of the cost of reconstructing and/or repairing the improvements, taking into consideration actual costs incurred and expected increases in reconstruction and repair costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the account prior to the end of the fifty-year period, the amount of deposits to the account in the remaining years will be adjusted in a manner to ensure that the account contains an amount sufficient at the end of the fifty-year period to pay the cost of all expected reconstruction and/or repair requirements.

14.2.3 Commencement Date; Amounts. The obligation to collect and pay Mandatory Reserve Assessments for the purposes of this Section 14 shall commence as of the date on which the County issues its certificate of completion for the retaining walls and other related infrastructure improvements for the Property. However, if the Plat has not been recorded as of that date, the obligation to collect and pay assessments shall commence as of the date the Plat is recorded in the Public Records of Orange County, Florida. The Association shall impose and collect Mandatory Reserve Assessments for such purposes against each platted Lot in the Property, including Lots owned or controlled by the Declarant and by any builder, without exception. The Mandatory Reserve Assessments must be uniform and equitable as to all Lots. Mandatory Reserve Assessments must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to each of the accounts required by this Section 14. Notwithstanding the foregoing, if in the opinion of the County Engineer the subdivision infrastructure within any Plat of the Property has substantially deteriorated at the time a Plat is approved, the County may require an

additional payment of assessments by the Declarant to address the loss of useful life of the deteriorated subdivision infrastructure.”

6. **Engineer's Report.** The following Section 15 is hereby added to the Declaration:

15. **Engineer's Report Prior to Turnover.**

15.1 No earlier than 180 days before Turnover of control of the Association and/or the transfer of control of the subdivision infrastructure, the Association must retain the services of a Florida-registered engineer experienced in subdivision construction (other than the engineer of record for the Property as of the date of the County's approval of the subdivision infrastructure construction plans, and engineers who are principals of, employed by, or contractors of the same firm as the engineer of record) to inspect retaining walls, in accordance with the existing approved plans and prepare a report (the "Engineer's Report") recommending the amount of scheduled maintenance and unscheduled repair that likely will be needed each year for the retaining walls, in accordance with standards that may be established and revised from time to time by the County Engineer or his or her designee, which recommends the amounts of money that should be deposited each year in the Routine-Infrastructure-Maintenance Account, and determining what repairs, if any, are needed prior to Turnover of the Association. The Engineer's Report shall be signed and sealed by the engineer.

15.2 The Association shall pay the cost of this initial Engineer's Report, and the Association may pay such cost from the Routine-Infrastructure-Maintenance Account.

15.3 A copy of the initial Engineer's Report shall be provided to all Owners and to the County Engineer within fifteen (15) days after it is completed.

15.4 Any needed repairs or replacements identified by the Engineer's Report shall be completed by the Declarant, at the Declarant's sole expense, prior to either the Declarant's Turnover of the Association to the Owners or transfer of control of subdivision infrastructure to the Association, whichever occurs first.

15.5 If Turnover of the Association and/or transfer of control of subdivision infrastructure occurs and any of the foregoing requirements of this Section 15.5 have not been fulfilled, the rights of the Association, any of its Members, and any and all Owners to enforce these requirements against the Declarant shall survive the Turnover of the Association, with the prevailing party to be entitled to attorneys' fees and costs.

7. **Inspections After Turnover.** The following Section 16 is hereby added to the Declaration:

16.1 **Inspections After Turnover.** After Turnover of control of the Association, or transfer of control of the subdivision infrastructure, whichever occurs first:

16.1.1 The Association shall obtain an inspection of the retaining walls, by a Florida-registered engineer experienced in subdivision construction no less frequently than once every two (2) years after the initial Engineer's Report.

16.1.2 Using good engineering practice, and in accordance with standards that may be established and revised from time to time by the County Engineer or his or her designee, or in

accordance with such other standards as may be adopted from time to time by the Association, or in accordance with such standards as the Association's engineer may determine to be appropriate, the inspection shall determine the level of maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next two (2) years in the Routine-Infrastructure-Maintenance Account to pay for such maintenance and repair, and any repairs then needed. The inspection shall be written in a report format.

16.3.3 A copy of each inspection report shall be provided to each Owner within fifteen (15) days of completion of the report.

16.3.4 Within 180 days of receipt of each tri-annual inspection report, the Association shall complete all remedial work identified and recommended by the engineer.

8. **Effect of Amendment.** Except as herein specifically amended, the Declaration shall remain in full force and effect in accordance with its terms. The Declaration, as amended by this First Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

9. **Counterparts.** This Supplemental Declaration 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 Supplemental Declaration to be executed as of the date and year first above written.

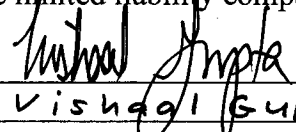
Signed in the presence of.

"OWNER"

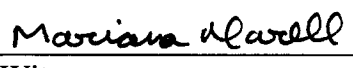


Witness
Print Name: Tiffany Baber

PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company

By: 

Name: Vishal Gupta
Title: Manager



Witness
Print Name: Mariana Morell

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 25 day of July, 2022, by Vishal 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 SEAL]



Notary Public Signature

 **Mariana Morell**
Notary Public
State of Florida
Comm# HH111077
Expires 3/29/2025

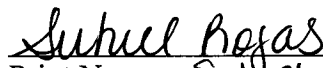
JOINDER OF ASSOCIATION

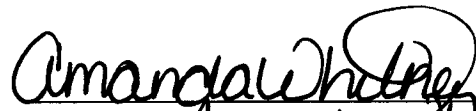
The undersigned, **MEZZANO HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association") does hereby join in this SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MEZZANO (this "Declaration"), to which this Joinder of Association is 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"**


 Print Name: Tiffany Barber

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

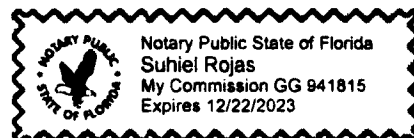

 Print Name: Suhel Rojas

By: 
 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 25th day of July, 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.


 Print Name Suhel Rojas
 Title: Notary Public
 Serial Number, if any: 66941815
 My Commission Expires: December 22nd, 2023
 (NOTARY SEAL)

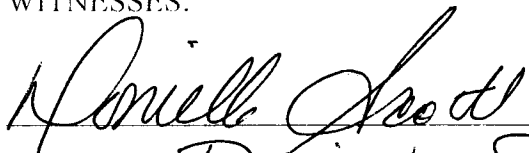


JOINDER OF MORTGAGEE

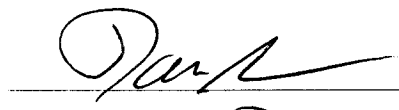
The undersigned, **FIFTH THIRD BANK, NATIONAL ASSOCIATION** (formerly known as Fifth Third Bank) ("Mortgagee"), in its capacity as Administrative Agent ("Administrative Agent"), for its benefit and the ratable benefit of the "Lenders" under that certain Restated Credit Agreement among Park Square Enterprises, L.L.C, 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 Declaration of Covenants, Conditions, Easements and Restrictions for Woodbury 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.

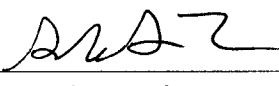
Signed, sealed and delivered in the presence of:

WITNESSES:


 Print Name: Donielle Scott

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


 Print Name: Paula Krause

By: 
 Name: Shane Lowe
 Title: Vice President

[NOTARY ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE.]

STATE OF Ohio
 COUNTY OF Warren

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of July, 2022, by Shane Lowe, as Vice President 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.



GARY E. SMITH
 Notary Public, State of Ohio
 My Commission Expires
 January 8, 2023

Gary E. Smith
 NOTARY SIGNATURE

Gary E Smith
 PRINTED NOTARY NAME