

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

JEFF COOPERMAN, ESQ.
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MIAMI, FLORIDA 33131

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS,
AND EASEMENTS FOR WATERCREST AT PARKLAND**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR WATERCREST AT PARKLAND (this "**Third Amendment**") is made by Standard Pacific of Florida, a Florida general partnership ("**Developer**"), and joined in by Watercrest at Parkland Homeowners Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration of Covenants, Restrictions, and Easements for Watercrest at Parkland on January 21, 2014 in Official Records Book 50488, at Page 788 of the Public Records of Broward County, Florida (the "**Original Declaration**") respecting the community known as Watercrest at Parkland. On April 2, 2015, the Developer recorded that certain First Amendment to Declaration of Covenants, Restrictions, and Easements for Watercrest referenced as Instrument Number 112903366 in the Public Records of Broward County, Florida (the "**First Amendment**"). On April 15, 2016, the Developer recorded that certain Second Amendment to Declaration of Covenants, Restrictions, and Easements referenced as Instrument Number 113635050 in the Public Records of Broward County, Florida (the "**Second Amendment**"). The Original Declaration, the First Amendment, and the Second Amendment shall hereinafter be collectively referred to as the "**Declaration**".

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date, Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

D. Developer wishes to modify the Declaration as further set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of Watercrest at Parkland 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 Third Amendment.

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third 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.

4. Use Restrictions. Section 18.35 of the Declaration is hereby modified as follows:

18.35 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; and (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides or platforms shall be permitted without ACC approval. Above-ground spas shall be permitted within Watercrest upon approval of the ACC as set forth in this Declaration and only if the spas are located within an enclosed area, such as, a courtyard, screened enclosure or walled enclosure.

5. Covenant. This Third 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 8th day of November, 2018.

WITNESSES:

STANDARD PACIFIC OF FLORIDA, a Florida general partnership

By: STANDARD PACIFIC OF FLORIDA GP, INC., a Delaware corporation, its general partner

Michelle Sterling
Print Name: Michelle Sterling

Dean Andreozzi
Print Name: Dean Andreozzi

By: [Signature]
Name: Dean Grosswald
Title: Division President
[SEAL]

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

The foregoing instrument was acknowledged before me this 8th day of November, 2018, by Dean Grosswald, as Division President of STANDARD PACIFIC OF FLORIDA GP, INC., a Delaware corporation, the general partner of STANDARD PACIFIC OF FLORIDA, a Florida general partnership, who is personally known to me or who has produced NA as identification on behalf of the company.

My commission expires: 7/20/2021

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



JOINDER

WATERCREST AT PARKLAND HOMEOWNERS ASSOCIATION, INC.

WATERCREST AT PARKLAND HOMEOWNERS ASSOCIATION, INC. (the "**Association**") does hereby join in the Third Amendment to Declaration of Covenants, Restrictions, and Easements for Watercrest at Parkland (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8th day of November, 2018.

WITNESSES:

WATERCREST AT PARKLAND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Michelle Sterling
Print Name: Michelle Sterling
Christine J Smith
Print Name: Christine J Smith

By: Dean Andreozzi
Name: Dean Andreozzi
Title: President

[SEAL]

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

The foregoing instrument was acknowledged before me this 8th day of November, 2018 by Dean Andreozzi, as President of WATERCREST AT PARKLAND 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: 7/20/2021

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

