

MARYANNE NURSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 05951 PGS 0522-0525  
CLERK'S # 2005178391  
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This instrument prepared by  
and returned to:

Todd M. Hoepker, P.A.  
Post Office Box 3311  
Orlando, Florida 32802-3311

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
THE SANCTUARY HOMEOWNERS' ASSOCIATION**

THIS ~~THIRD~~ AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SANCTUARY HOMEOWNERS' ASSOCIATION, is made and entered into this 5<sup>th</sup> day of October, 2005 by THE SANCTUARY-OWFIELD LIMITED PARTNERSHIP, a Florida limited partnership, whose address is 1155 South Semoran Boulevard, Suite 1120, Winter Park, Florida 32792-5505 (hereinafter referred to as "Declarant")

WHEREAS, Declarant recorded the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Sanctuary Homeowners' Association in Official Records Book 4127, Page 1479, Public Records of Seminole County, Florida on June 17, 2001 (the "Declaration");

WHEREAS, Declarant recorded an Amendment to Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Sanctuary Homeowners' Association in Official Records Book 4159, Page 1093, Public Records of Seminole County, Florida on August 31, 2001 (the "First Amendment");

WHEREAS, Declarant recorded a Second Amendment to Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Sanctuary Homeowners' Association in Official Records Book 5086, Page 341, Public Records of Seminole County, Florida on November 4, 2003 (the "Second Amendment");

WHEREAS, pursuant to Article XIX, the Declarant reserved the right to amend the Declaration to correct ambiguities or scrivener's errors determined to exist within the Declaration;

WHEREAS, the Declarant has determined that certain ambiguities do exist, and in connection therewith desires to execute and record this Third Amendment;

WHEREAS, pursuant to the Second Amendment, Article IV, Section 21, "Architectural and Landscaping," of the Declaration was amended to state as follows:

"Article IV, Section 21. "Architectural and Landscaping." Except as otherwise provided herein, and except for Association Walls under Article V, all fencing constructed within The Sanctuary shall be subject to architectural review, as provided by Article IV hereof. Notwithstanding the above, the following shall apply to all

fences constructed on lots within The Sanctuary:

(a) All fencing shall be stucco fencing, six (6) feet in height, and of a color approved by architectural review. However, PVC fencing shall be permitted, upon approval, along the said and rear lot lines of individual lots.

(b) All such fencing may be constructed by Declarant, under separate contract entered into by Lot Owner and Declarant.

(c) Any fencing adjacent to a park area shall be six (6) feet green vinyl chain link fence.

(d) Property owners of lots adjacent to lakes or retention ponds are permitted to construct fences only upon the following terms and conditions:

(i) the fence shall be constructed only of PVC;

(ii) the fence shall be no taller than 4 feet;

(iii) the fence shall be constructed so as not to impede the visual of other property owners; and

(iv) the fence shall be subject to architectural review.

(e) Except as provided for corner lots, no such fencing shall be constructed forward of the rear side of any residence.

(f) Property owners of corner lots who desire fencing shall not construct such fence forward of the side of the residence closest to the side street upon which the lot is located. All other fencing on corner lots shall comply with Section 21(e) above.

(g) Notwithstanding the above, all fencing constructed within The Sanctuary shall be subject to architectural review, as provided by Article IV hereof."

WHFREAS, the Declarant desires to amend Article IV, Section 21(a), "Architectural and Landscaping," of the Declaration to allow fences to be constructed of black wrought iron or black aluminum, if approved by architectural review;

WHEREAS, the foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Third Amendment;

WHEREAS, all capitalized terms used in this Third Amendment shall have the same meanings given to such terms in the Declaration, unless otherwise amended or indicated to the contrary in this Third Amendment. From and after the date of execution of this Third Amendment, any and all references to the Declaration shall be amended to refer to the Declaration as amended by

this Third Amendment. The Declaration and this Third Amendment are sometimes hereinafter collectively referred to as the "Declaration."

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article IV, Section 21(a), "Architectural and Landscaping," shall be amended to state:

- (a) All fencing shall be either:
  - (i) stucco fencing, six (6) feet in height, and of an approved color, upon approval after architectural review;
  - (ii) PVC fencing, six (6) feet in height, along the side and rear lot lines of the individual lots, upon approval after architectural review; and
  - (iii) black wrought iron or black aluminum fencing, six (6) feet in height, upon approval after architectural review."

2. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements has been executed as of the date first set forth above.

Signed, sealed and delivered

THE SANCTUARY-OVIEDO LIMITED PARTNERSHIP, a Florida limited partnership, by FL MSII/SEP II GP, LC, its general partner, by HEARTHSTONE, INC., a California corporation, its managing member

George Ryan  
Print Name: George Ryan

By: David H. Veyo  
Print Name: David H. Veyo  
Title: Board of Directors  
Crosswinds

Linda McNamara  
Print Name: LINDA MCNAMARA

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2005,  
by Kon Vayer as Partner (title) of THE SANCTUARY-OVIEDO  
LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of said entity. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



**Melissa Green**  
Commission #DD266638  
Expires: Nov 13, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Melissa Green  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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