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FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STAGECOACH PROPERTY OWNERS ASSOCIATION, INC.

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STAGECOACH PROPERTY OWNERS ASSOCIATION, INC ("Fifth Amendment") is made by Lennar Land Partners, a Florida general partnership ("Lennar") and joined in by Stagecoach Property Owners Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. That certain Declaration of Covenants and Restrictions for Stagecoach Property Owners Association, Inc. was recorded in Official Records Book 3593 at Page 579 of the Public Records of Pasco County, Florida ("Original Declaration").

B. The Original Declaration was subsequently amended by the Amendment to the Declaration of Covenants and Restrictions for Stagecoach Property Owners Association, Inc. recorded in Official Records Book 3640 at Page 775 ("First Amendment"), the Second Amendment to the Declaration of Covenants and Restrictions for Stagecoach Property Owners Association, Inc. recorded in Official Records Book 3683 at Page 648 ("Second Amendment"), the Third Amendment to the Declaration of Covenants and Restrictions for Stagecoach Property Owners Association, Inc. recorded in Official Records Book 3713 at Page 622 ("Third Amendment"), and the Amendment to the Declaration of Covenants and Restrictions for Stagecoach Property Owners Association, Inc. recorded in Official Records Book 3890 at Page 1043 ("Fourth Amendment"), all in the Public Records of Pasco County, Florida, (collectively, the "Amendments").

The Original Declaration together with the Amendments shall hereinafter be referred together as the "Declaration."

C. Section 3 of Article XIII of the Declaration permits Lennar, as Declarant, to amend the Declaration without the consent of any person or entity in order to comply with the rules and regulations of any governmental agency.

D. Southwest Florida Water Management District, a governmental agency, requested that Lennar amend the Declaration to include certain language as set forth herein.

E. This Fifth Amendment is a covenant running with all of the land comprising Stagecoach (as such term is defined in the Declaration), and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Fifth Amendment;

NOW THEREFORE, Lennar hereby declares that every portion of Stagecoach 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 Fifth Amendment.

2. Conflicts. In the event that there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth 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 meaning set forth in the Declaration.

3.1. The following sentence is hereby added to the defined term "Common Areas" in Section 5 of Article I of the Declaration:

> The Surface Water Management System shall be part of the Common Areas and shall be owned, operated, and maintained by the Association.

3.2. The defined term "Declaration" is hereby added as Section 33 of Article I of the Declaration as follows:

> **SECTION 33.** "Declaration" shall mean the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment, together with all subsequent amendments and modifications thereof.

3.3. The defined term "Surface Water Management System" is hereby added as Section 34 of Article I of the Declaration as follows:

> **SECTION 34.** "Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetland preservation areas, mitigation areas, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Stagecoach surface water management system includes those works authorized by Southwest Florida Water Management District pursuant to the permit issued by Southwest Florida Water Management District respecting Stagecoach.

4. Association's Responsibility. The following sentence is hereby added to the first paragraph of Section 1 of Article IV of the Declaration as follows:

> The Association shall be responsible for the operation and maintenance of the Surface Water Management System as part of the Common Areas.