

RECORDED AND RETURNED TO:
J. ATWOOD TAYLOR, III, ESQ.
SUITE 200
15070 NORTH A-1-A
VERO BEACH, FL 33570
772-231-4440

①

THIRD CERTIFICATE OF AMENDMENT

THIS THIRD CERTIFICATE OF AMENDMENT is executed on the date set forth below by **TEN SQUARE FARMS, L.L.C.**, a Florida limited liability company, whose address is 7635 N. Polo Grounds Lane, Vero Beach, Florida 32966 (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Ten Square Farms (hereinafter referred to as the "Declaration") was recorded on April 1, 2003, in Official Records Book 1578 at Page 1419 of the Public Records of Indian River County, Florida; and

WHEREAS, Developer is entitled to amend the Declaration pursuant to Article X thereof; and

WHEREAS, the Declaration was previously amended by instrument recorded in Official Records Book 1619 at Page 2760, and by instrument recorded in Official Records Book 1632 at Page 1579, and in Official Records Book 1634 at Page 681, respectively, of the Public Records of Indian River County, Florida; and

WHEREAS, the Declaration must be amended to include an additional provision in order to satisfy certain requirements of the St. Johns River Water Management District;

WHEREAS, the Declaration must be amended to provide for the granting of an easement to Florida Power & Light Company or other utility providers of electric power on the lots and/or within the Roadway and to grant the Association the authority to determine where within the lots and/or the Roadway such easement shall be located;

WHEREAS, Developer wishes to make other amendments in the Declaration as more fully set forth below;

WHEREAS, Developer wishes to set forth the foregoing amendments in a written instrument.

NOW THEREFORE, for valuable consideration in hand paid and received, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby declare as follows:

1. That the above recitals are affirmed as being true and correct.
2. That Article III, Section 5 in its present form is hereby deleted and retracted

in its entirety and the version of Article III, Section 5 set forth below is hereby substituted in its place and stead.

Section 5. Easements for Access, Drainage, and Electric Power. The Association shall have a perpetual non-exclusive easement over all of the Common Areas, including the Roadway and Riding Trail (the legal description of which is attached as Exhibit A) and polo field and all areas of any surface water or stormwater management system for access to operate, maintain, and repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain, and repair the surface water or stormwater management system as required by the St. Johns River Water Management District and Indian River County permits. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District. It is the intention of Developer to provide for the granting of easements to Florida Power & Light Company or other utility providers to provide electric power in such location on the Riding Trail (the legal description of which is attached as Exhibit A) at the rear of the lots as the Association determines. Thus, the Riding Trail on each lot shall be burdened by such easements to provide electric power and the owner(s) of each of the lots has a duty to join in and sign easement agreements granting such easements in such location as the Association shall determine.

3. That the Declaration is hereby modified and amended to include in the Declaration the following additional provision as Article XIII, Section 6(i):

(i) Lot Owner Submission. Prior to the commencement of construction on any Lot within Ten Square Farms, the Lot Owner shall submit information, including site plans and appropriate calculations, demonstrating conformance with the Environmental Resource Permit No. 40-061-90960-1, to the St. Johns River Water Management District. Construction shall not commence until the Lot Owner receives written confirmation from the St. Johns River Water Management District that the plans are in conformity with the conditions of the said District permit.

4. That Article VII, Section 1 in its present form is hereby deleted and retracted

in its entirety and the version of Article VII, Section 1 set forth below is hereby substituted in its place and stead.

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management, maintenance and control of the Common Area and all improvements thereon, and shall keep the same in good clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof. In addition, specifically, the Association has the express authority to enter into leases for the maintenance and operation of the Riding Ring and riding trails agreements with other property owners associations.

5. That the references in Article IV, Section 2; Article VIII, Section 8(c); and Article XI, Section 7 to Sections 617.3075(1)(c), 617.308 and 617.307 *Florida Statutes*, respectively, are deleted and replaced by references to Sections 720.3075(1)(c), 720.308 and 720.307 *Florida Statutes*, respectively.

6. That the Declaration is hereby modified and amended to include in the Declaration the following additional provision as Article I, Section 16:

Section 16. "Riding Trail" shall mean that area so designated on EXHIBIT "A." The Association is vested with an easement over the Riding Trail so that all Owners can have access to the Riding Trail for equestrian use by the Owners and shall be subject to such rules and regulations as the Developer or the Association may prescribe from time to time.

7. That the Declaration is hereby modified and amended to include in the Declaration the following additional provision at the end of Article I, Section 5:

Any inconsistency in the Riding Trail and the Riding Path between the written description thereof attached and the graphic description depicted shall be controlled by the written description.


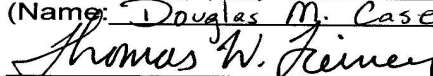
8. That except as modified and amended by this instrument and by prior amendments, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date set forth below.

Signed, sealed, and delivered in
the presence of:

"DEVELOPER"

**TEN SQUARE FARMS, L.L.C.,
a Florida limited liability company**


(Name: Douglas M. Case)

(Name: THOMAS W. TIERNEY)

By: 
DOLF KAHLE, Managing Member

STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared **DOLF KAHLE**, as Managing Member of **TEN SQUARE FARMS, L.L.C., a Florida limited liability company**, who did acknowledge and swear before me that said person executed the foregoing instrument for the uses and purposes therein set forth on behalf of said limited liability company. I further state that **(check one)** _____ I have examined the current driver's license of the aforesaid person or X I am familiar with the identity of the aforesaid person and have confirmed said person's identity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the County and State aforesaid this 12th day of November , 2004.



NOTARY PUBLIC, STATE OF FLORIDA
(Name: SHERRI SWANSON)

My commission expires:

(Affix Seal)



Sherri Swanson
MY COMMISSION # DD028194 EXPIRES
September 22, 2005
BONDED THRU TROY FARM INSURANCE, INC.

F:\Tierney\Clients-Active\Vero Beach Polo 8014\Certificate of Amendment-Dec-3rd-A(4).wpd

EXHIBIT "A"

LEGAL DESCRIPTION OF RIDING TRAIL:

TEN SQUARE FARMS RIDING TRAIL

A STRIP OF LAND, LYING IN TRACTS 1, 2, 7 AND 8, SECTION 13, TOWNSHIP 33 SOUTH, RANGE 38 EAST, INDIAN RIVER FARMS COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW INDIAN RIVER) COUNTY, FLORIDA, SAID STRIP BEING 25.00 FEET IN WIDTH AND LYING RIGHT OF AND ADJACENT TO, THE FOLLOWING DESCRIBED LINE;

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 7; THENCE NORTH 00 DEGREES 25 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACTS 7 AND 2, A DISTANCE OF 2583.42 FEET, TO A POINT ON A LINE WHICH IS 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 14 MINUTES 20 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 1917.34 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 52 SECONDS WEST, A DISTANCE OF 1294.04 FEET, TO A POINT ON THE NORTH LINE OF SAID TRACT 8; THENCE NORTH 89 DEGREES 28 MINUTES 07 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET, TO A POINT ON THE EAST LINE OF THE WEST 17.00 ACRES OF SAID TRACT 8; THENCE SOUTH 0 DEGREES 20 MINUTES 42 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST 17.00 ACRES, A DISTANCE OF 1274.07 FEET, TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED LINE.

TOGETHER WITH;

A STRIP OF LAND, LYING IN TRACTS 7 AND 8, SECTION 13, TOWNSHIP 33 SOUTH, RANGE 38 EAST, INDIAN RIVER FARMS COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW INDIAN RIVER) COUNTY, FLORIDA, SAID STRIP BEING 20.00 FEET IN WIDTH AND LYING RIGHT OF AND ADJACENT TO, THE FOLLOWING DESCRIBED LINE;

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 17.00 ACRES OF SAID TRACT 8; THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACTS 7 AND 8, A DISTANCE OF 1912.71 FEET, TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED LINE;