

PREPARED BY AND RETURN TO:

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**THIRD SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH**

THIS THIRD SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH (this “**Third Supplement**”) is made on this 10th day of October, 2016, by LENNAR HOMES, LLC, a Florida limited liability company (the “**Developer**”), joined by PALENCIA NORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

RECITALS

A. Developer, by virtue of that certain “Assignment of Developer’s Rights,” recorded in Official Records Book 3822, Page 642, is the “Developer” under the Declaration of Covenants and Restrictions for Palencia North recorded in O.R. Book 2779, Page 267 of the Public Records of St. Johns County, Florida (the “**Original Declaration**”), as amended by the First Amendment with Annexation and Supplemental Declaration of Covenants and Restrictions for Palencia North, recorded in Official Records Book 3478, Page 606 of the Public Records of St. Johns County, Florida (“**First Amendment and Supplement**”), and the Second Amendment and Supplemental Declaration of Covenants and Restrictions for Palencia North, recorded in Official Records Book 4181, Page 1015 of the Public Records of St. Johns County, Florida (“**Second Amendment and Supplement**”). This Third Supplement together with the Original Declaration, the First Amendment and Supplement and the Second Amendment and Supplement, shall be referred to as the “**Declaration**.”

B. Pursuant to Section 3.3 of the Declaration, the Developer may annex additional land without the joinder or consent of any person or entity by recording a Supplemental Declaration.

C. Declarant wishes, in accordance with Section 3.3 of the Declaration, to file of record this Third Supplement for the purposes of annexing additional land to Palencia North.

NOW THEREFORE, the Developer hereby amends and supplements the Declaration as set forth herein.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Supplement. All initially capitalized terms not defined herein

shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Third Supplement and the Declaration, this Third Supplement shall control. Whenever possible, this Third Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. The Declaration is hereby amended by the addition of the real property legally described in **Schedule A**, attached hereto and incorporated herein by this reference (the "**Additional Property**"). The Additional Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.

4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. This Third Supplement shall be a covenant running with the land and shall be effective immediately upon its recording in St. Johns County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Developer has caused this Third Supplement to be executed by its duly authorized representative and has affixed its company seal as of this 10th day of October, 2016.

WITNESSES:

“DEVELOPER”

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: Danielle Mayoros

By: [Signature]
Name: Scott Keiling
Title: Vice President

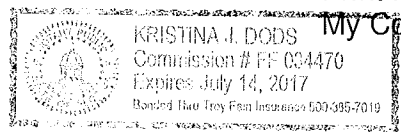
[Signature]
Print Name: Cynthia Arnold

[Company Seal]

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 25th day of October, 2016, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] ~~has produced~~ _____ as identification].

[Signature]
Notary Public
Print Name: KRISTINA DODS
My Commission Expires: 7/14/17


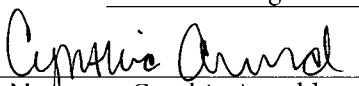


JOINDER


PALENCIA NORTH HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the THIRD SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH (the "**Third Supplement**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Third Supplement and does not affect the validity of the Third Supplement as the Association has no right to approve the Third Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10th day of October, 2016.

WITNESSES:


Print Name: Scott Keiling

Print Name: Cynthia Arnold

PALENCIA NORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

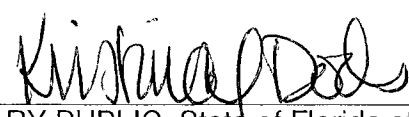
By: 
Name: Danielle Mayoros
Title: President

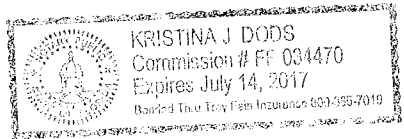
{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 25th day of October, 2016, by Danielle Mayoros, as President of PALENCIA NORTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me ~~or who has produced~~ as identification.

My commission expires: 7/14/17


NOTARY PUBLIC, State of Florida at Large
Print Name: KRISTINA DODS



Schedule A

Legal Description

A portion of fractional Section 28, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southwest corner of Tract "BB", Palencia North Phase I, according to Map Book 62, pages 77 through 102, of the Public Records of said County, said corner also lying on the Northwesterly right-of-way line of Las Calinas Boulevard, a variable width right of way as presently established and shown on said plat; thence Southwesterly, along said Northwesterly right of way line, run the following nine (9) courses: Course 1, South 30°45'38" West, 346.29 feet to the point of curvature of a non-tangent curve concave Northwesterly, having a radius of 225.00 feet; Course 2, Southwesterly along the arc of said curve, through a central angle of 09°18'39", an arc length of 36.56 feet, said arc being subtended by a chord bearing and distance of South 35°48'04" West, 36.52 feet; Course 3, South 39°26'45" West, 24.86 feet to the point of curvature of a non-tangent curve concave Southeasterly, having a radius of 500.00 feet; Course 4, Southwesterly along the arc of said curve, through a central angle of 09°15'00", an arc length of 80.72 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 35°23'08" West, 80.63 feet; Course 5, South 30°45'38" West, 91.83 feet to the point of curvature of a curve concave Southeasterly, having a radius of 500.00 feet; Course 6, Southwesterly, along the arc of said curve, through a central angle of 08°45'00", an arc length of 76.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 26°23'08" West, 76.28 feet; Course 7, South 22°00'38" West, 44.52 feet to the point of curvature of a curve concave Northwesterly, having a radius of 75.00 feet; Course 8, Southwesterly along the arc of said curve, through a central angle of 08°45'00", an arc length of 11.45 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 26°23'03" West, 11.44 feet; Course 9, South 30°45'38" West, 2.01 feet to the most Easterly corner of Las Calinas Parcel 3D Unit 5, according to Map Book 69, pages 94 through 97, of said Public Records; thence along the easterly line of said plat, North 48°35'01" West, 126.37 feet; thence continue along said Easterly line and then along the Westerly line of those lands described and recorded in Official Records Book 2627, page 282, of said Public Records, North 08°32'09" West, 1975.96 feet to the Northwest corner of said Official Records Book 2627, page 282, said corner also being the Northeast corner of said Official Records Book 2455, page 1052, said corner also lying on the Northerly line of said fractional Section 28; thence along said Northerly line of fractional Section 28, and along the Northerly line of said Official Records Book 2627, page 282, North 89°13'11" East, 416.60 feet to the Northwest corner of said Palencia North Phase I; thence along the Westerly line of said Palencia North Phase I, run the following 2 courses: 1) South 20°01'10" East, 474.58 feet; 2) South 10°00'00" East, 1000.00 feet to the Point of Beginning.

Containing 20.83 acres more or less.

Said lands situated, lying and being in St. Johns County, Florida.