

Instr #2016025088 BK: 4181 PG: 1015, Filed & Recorded: 4/25/2016 11:19 AM #Pgs:6  
Hunter S. Conrad, Clerk of the Circuit Court St. Johns County FL Recording \$52.50

**PREPARED BY AND RETURN TO:**  
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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION  
TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH**

THIS SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH (this "**Second Amendment and Supplement**") is made on this 14th day of April, 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 that 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**"). This Second Amendment and Supplement together with the Original Declaration and the First 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. Pursuant to Section 13.1 of the Declaration, the Developer may amend the Declaration without the joinder or consent of any person or entity by recording an amendment to the Declaration.

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

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

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1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment and 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 Second Amendment and Supplement and the Declaration, this Second Amendment and Supplement shall control. Whenever possible, this Second Amendment and 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. Section 4.3(c) is hereby amended as follows:

(c) Conversion of Class B Membership. Developer's Class B membership shall continue in effect during the period from the date of this Declaration until the earlier of the following events:

(i) Three months after ninety percent (90%) of all Lots within the Property have been conveyed or transferred to Owners other than Developer, excluding conveyances and/or transfers to builders, developer, contractors and/or any others who purchase a Lot for the purpose of constructing Improvements thereon for resale; or

(ii) ~~Ten (10) years after the date on which this Declaration is recording in the Public Records of St. Johns County, Florida; or~~

(iii) —At such earlier time as Developer, in its sole and absolute discretion, may so elect by recording a notice of such election in the Public Records of St. Johns County, Florida.

5. 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.

7. This Second Amendment and 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]

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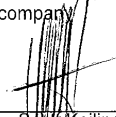
IN WITNESS WHEREOF, the Developer has caused this Second Amendment and Supplement to be executed by its duly authorized representative and has affixed its company seal as of this 14th day of April, 2016.

WITNESSES:

"DEVELOPER"

LENNAR HOMES, LLC, a Florida limited liability company

  
\_\_\_\_\_  
Print Name: Cynthia Arnold

  
By: \_\_\_\_\_  
Name: Scott Keiling

Title: Vice President


  
\_\_\_\_\_  
Print Name: Danielle Foreman

[Company Seal]

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 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].



  
\_\_\_\_\_  
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 SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH (the "**Second Amendment and 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 Second Amendment and Supplement and does not affect the validity of the Second Amendment and Supplement as the Association has no right to approve the Second Amendment and Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of April, 2016.

**WITNESSES:**

Print Name: Cynthia Arnold

Print Name: Carol Warner

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

By: [Signature]

Name: Danielle Foreman

Title: President

{CORPORATE SEAL}

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 14th day of April, 2016, by Danielle Foreman, 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



[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Kristina Dods

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Schedule A

## Legal Description

PART OF THE ROGUE LEONARDI GRANT, SECTION 61, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "J", PALENCIA NORTH PHASE II D, ACCORDING TO MAP BOOK 73, PAGES 89 THROUGH 97, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PALENCIA NORTH PHASE II D, RUN THE FOLLOWING 12 COURSES: 1) NORTH 90°00'00" EAST, A DISTANCE OF 500.00 FEET; 2) NORTH 00°00'00" EAST, A DISTANCE OF 163.86 FEET; 3) NORTH 22°00'00" WEST, A DISTANCE OF 215.34 FEET; 4) NORTH 18°00'00" EAST, A DISTANCE OF 85.63 FEET; 5) NORTH 44°00'00" EAST, A DISTANCE OF 225.00 FEET; 6) NORTH 46°00'00" WEST, A DISTANCE OF 71.09 FEET; 7) NORTH 44°00'00" EAST, A DISTANCE OF 60.00 FEET; 8) NORTH 46°00'00" WEST, A DISTANCE OF 12.14 FEET; 9) NORTH 44°00'00" EAST, A DISTANCE OF 140.00 FEET; 10) SOUTH 46°00'00" EAST, A DISTANCE OF 253.23 FEET; 11) NORTH 44°00'00" EAST, A DISTANCE OF 175.00 FEET; 12) NORTH 68°00'00" EAST, A DISTANCE OF 381.45 FEET TO A POINT ON THE WESTERLY LINE OF RIO DEL NORTE, ACCORDING TO MAP BOOK 73, PAGES 62 THROUGH 70, OF SAID PUBLIC RECORDS, SAID POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; RETURN THENCE TO THE POINT OF BEGINNING; THENCE RUN SOUTH 27°42'21" EAST, A DISTANCE OF 582.72 FEET; THENCE SOUTH 84°17'40" EAST, A DISTANCE OF 343.34 FEET; THENCE SOUTH 10°35'01" EAST, A DISTANCE OF 470.00 FEET; THENCE NORTH 83°24'56" EAST, A DISTANCE OF 100.13 FEET; THENCE SOUTH 40°00'00" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 50°00'00" WEST, A DISTANCE OF 20.26 FEET; THENCE SOUTH 40°00'00" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 50°00'00" EAST, A DISTANCE OF 25.00 FEET TO A POINT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.27 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°00'00" EAST AND A CHORD DISTANCE OF 35.36 FEET) TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°00'00" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 50°00'00" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 40°00'00" WEST, A DISTANCE OF 25.00 FEET TO A POINT OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 39.21 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°56'08" EAST AND A CHORD DISTANCE OF 35.32 FEET) TO A POINT OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 230.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 88.04 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°54'17" EAST AND A CHORD DISTANCE OF 87.51 FEET); THENCE SOUTH 70°48'52" EAST, A DISTANCE OF

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69.03 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 45.12 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°27'33" EAST AND A CHORD DISTANCE OF 44.06 FEET) TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°00'00" EAST, A DISTANCE OF 116.07 FEET TO A POINT OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 72.66 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°07'20" EAST AND A CHORD DISTANCE OF 72.52 FEET) TO A POINT OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 184.88 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°26'11" EAST AND A CHORD DISTANCE OF 183.98 FEET) TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°37'42" EAST, A DISTANCE OF 128.16 FEET; THENCE SOUTH 18°46'42" EAST, A DISTANCE OF 23.93 FEET; THENCE SOUTH 65°54'44" EAST, A DISTANCE OF 613 FEET, MORE OR LESS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE TOLOMATO RIVER; THENCE ALONG SAID LINE, IN A GENERAL NORTHEASTERLY DIRECTION, FOLLOWING THE MEANDERINGS THEREOF, A DISTANCE OF 318 FEET, MORE OR LESS, TO A POINT ON SAID WESTERLY LINE OF RIO DEL NORTE, SAID POINT BEARING SOUTH 20°00'00" EAST, A DISTANCE OF 2525 FEET, MORE OR LESS, FROM SAID REFERENCE POINT "A"; THENCE ALONG SAID WESTERLY LINE, NORTH 20°00'00" WEST, A DISTANCE OF 2525 FEET, MORE OR LESS, TO SAID REFERENCE POINT "A".

CONTAINING 63.7 ACRES MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

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