

Instr #2016047725 BK: 4229 PG: 233, Filed & Recorded: 7/26/2016 1:20 PM #Pgs:9  
Hunter S. Conrad, Clerk of the Circuit Court St. Johns County FL Recording \$78.00

This Instrument Prepared by:  
Jeri Poller  
Jeri Poller PA  
6013 NW 23<sup>rd</sup> Ave  
Boca Raton, FL 33496

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS  
FOR SEGOVIA AT WORLD COMMERCE CENTER  
As recorded in Official Records Book 3856 Page 783  
Public Records of St. Johns County, Florida**

This First Amendment to Declaration ("First Amendment") is made this 20<sup>th</sup> day of July, 2016 by Mattamy Florida LLC, a Delaware limited liability company, successor by merger to Mattamy (Jacksonville) Partnership, a Florida general partnership as follows:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for SEGOVIA AT WORLD COMMERCE CENTER was recorded in Official Records Book 3856 Page 783 of the Public Records of St. Johns County, Florida ("Declaration"); and

WHEREAS, Mattamy Florida LLC, a Delaware limited liability company, successor by merger to Mattamy (Jacksonville) Partnership, a Florida general partnership, is defined as the Declarant in the Declaration; and

WHEREAS, Section 12.1(a) of the Declaration provides that Declarant may amend the Declaration without the joinder and consent of any other party to clarify any ambiguities, concerns and/or scrivener's errors; and

WHEREAS, Section 12.2 of the Declaration provides that so long as Declarant is a Class B Member, Declarant may amend the Declaration for any purpose, without the consent of any other Person; and

WHEREAS, Declarant is still a Class B Member at the time of execution and recording of this First Amendment in the Public Records of St. Johns County, Florida; and

WHEREAS, Declarant wishes to clarify certain matters concerning insurance and maintenance.

NOW THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, Declarant does hereby amend the Declaration as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All definitions shall be as set forth in the Declaration, unless the context shall otherwise require.

2. Article 4 of the Declaration is hereby amended and restated as follows:

**"ARTICLE 4  
PARTY WALLS AND COMMON ROOFS**

4.1 General Rules of Law to Apply. To the extent not inconsistent with this Article 4, the general rules of law regarding party walls and common roofs and liability for property damage due to negligence or willful acts or omissions shall apply to the ownership, maintenance, repair, replacement and/or use of a Party Wall and/or Common Roof.

4.2 Sharing of Repairs, Maintenance and Replacement.

(a) Other than as specifically set forth in this Article 4 below, the costs and expenses of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the Party Wall and shall be a lien against their respective Lots as provided hereafter. Notwithstanding the foregoing, if any repair, maintenance, replacement and/or cleaning is applicable to only one (1) Lot, the costs and expenses of that repair, maintenance, replacement and/or cleaning shall be the responsibility and obligation of solely the Owner of that Lot.

(b) Other than as specifically set forth in this Article 4 below, the costs and expenses of routine repair, maintenance, cleaning and/or replacement of a Common Roof (including, but not limited to, roof covering, underlayment, decking/sheathing, flashing, fascia, soffit, drip edge and hardware and excluding gutters and downspouts and the cleaning, repair, maintenance and/or replacement of any roof trusses located on any Lot) shall be the responsibility of the Association the costs of which shall be paid by the Owners as part of the Common Expenses.

(c) If a Common Roof and/or Party Wall is destroyed and/or damaged by fire, hurricane, tornado or other casualty, and such destruction and/or damage is not completely covered by insurance, any Owner who has use of the Common Roof and/or Party Wall may restore, repair and/or replace the Common Roof and/or Party Wall. If any other Owner thereafter makes use of that restored, repaired and/or replaced Common Roof and/or Party Wall, the other Owner(s) shall contribute to the costs and expenses of restoration, repair and/or replacement so that all such affected Owners would pay an equal amount, if the Residences are of equal size, or proportionate amount, if the Residences are of varying sizes. Nothing in this Section 4.2(c) shall

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prejudice or limit the right any Residence Owner to call for a larger contribution from the other Residence Owners under any rule of law regarding liability for negligence, will acts, omissions and/or commissions.

(d) Notwithstanding any other provision of this Article 4, a Residence Owner who by negligence, a willful act, an omission and/or commission causes, creates, permits and/or contributes to any damage, destruction, exposure to the elements, infestation by termites and/or infestation by any insect of a Common Roof and/or Party Wall shall be responsible and obligated to pay for the entire costs of all repairs, cleaning, maintenance, replacement, protection from the elements and/or mold remediation necessitated by the damage, destruction, exposure to the elements, infestation by termites and/or infestation by any insect.

(e) The right of any Owner to contribution from any other Owner under this Article 4 shall be appurtenant to each Lot affected and shall pass to and bind each such Owner's successors in title.

4.3 Reserved Right of the Association. Should any Owner(s) fail to maintain its Party Wall or Common Roof in accordance with the requirements herein, the Association has the right, but not the obligation, to perform such work and charge the cost thereof to the Owner(s) as an Individual Assessment.

4.4 Easement for Repair, Maintenance and Replacement of Party Walls and Common Roofs. Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining, replacing and cleaning the Common Roofs and Party Walls.

3. Article 5 is hereby amended and restated as follows:

**"ARTICLE 5  
INSURANCE ON TOWNHOME RESIDENCES; CASUALTY LOSS**

5.1 Owner's Obligation to Obtain Insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to, or assumed by, the Association pursuant to this Declaration or any Supplemental Declaration. In addition, every Owner shall be obligated to obtain and maintain at all times liability insurance covering consequential damages to any other Lot and/or the Common Area due to occurrences originating within that Lot caused by the negligence of that Owner, the failure of the Owner to maintain the Lot, and other casualty within the Lot which causes damage to any other Lot and/or the Common Area, to the extent that such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association policies. Such insurance policy or policies shall name the Association as an additional interest, if the Association so requires. If the Board of Directors so requests, each Owner shall

provide the Association a copy of the individual policy or policies covering such Residence Owner's Lot.

In the event of damage to and/or destruction of a building, improvement, Residence or structure on a Lot (including landscaping), the Owner shall promptly repair, replace and/or reconstruct the building, improvement, Residence or structure on a Lot (including landscaping) in a manner consistent with the original construction plans and specifications or other plans and specifications approved in advance in accordance with Section 9(d) of the Declaration.

Each Owner shall provide a certificate evidencing such insurance to the Association within ten (10) days of a written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering that Owner's Lot. Each Owner or their insurance company shall promptly notify the Board in writing in the event such policy on that Owner's Lot is canceled, lapses, expires or is no longer in effect for any reason. In the event that an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or permits such insurance to lapse or expire, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs of such insurance to the Owner and the Owner's Lot as an Individual Assessment.

The Association may elect, but shall have no obligation, to obtain a master insurance policy providing property insurance for all structures, or Residences on all Lots within the Property. The costs and expenses of any such master insurance policy obtained by the Association shall be part of the Common Expenses (if provided to all Lots in the Property) or an Individual Assessment if only as to one (1) or more Lots. Inclusion of the expense(s) of such master insurance in the Association's budget provided to each Owner shall be deemed adequate notice. In such event, the Owners of the affected Lots shall be relieved of their insurance responsibility only to the extent and only as to the breadth of coverage if such responsibility is assumed by the Association. Any such insurance policy obtained by the Association may exclude all contents and personal property located within the unit or upon the Lot and electrical fixtures, built-in cabinets and countertops, appliances, water heaters, finishes, wall coverings, window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, floor coverings, ceiling coverings, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit and/or improvements to the interior of the structures on the Lot and/or any exterior improvements made by an Owner or occupant of that Lot. Alternatively, the Association may elect to obtain an "all in" policy of insurance in which case, the insurance would provide primary coverage for all portions of the Lots within the Property as originally installed or replacements of like kind and quality, in accordance with the original plans and specification and inclusive of all interior build out; and the amount of coverage shall be the full insurable value at the structures and improvements as determined by an independent insurance appraisal. Following such an assumption of insurance responsibility, the Association may, at any time, upon not less than thirty (30) days' written notice to each Owner, discontinue a master insurance policy of coverage and in such event

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each Owner shall immediately obtain, in that Owner's name and at that Owner's expense, the insurance coverage for such Owner's Lot and structures, improvements and Residence thereon. In such event, the Owner shall name the Association as an additional interest on that Owner's insurance coverage, and each Owner is bound by the provisions of this Article 5.

Any portion of the Lots within the Property that must be insured by the Association against property loss which is damaged by an insured event shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. In the absence of any insured event, the Association or the Lot Owners shall be responsible for the reconstruction, repair, or replaced as determined by the maintenance provisions of this Declaration. All property insurance deductibles and other damages in excess of the property insurance coverage under the property insurance policies maintained by the Association are a Common Expense of the Association.

Regardless of whether the insurance required hereunder is obtained by the Association or an Owner, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair and/or reconstruction to the Lot and improvements, structures, and Residence thereon (including landscaping). If the insurance required hereunder is obtained by the Owner, the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. If a master insurance policy has been obtained by the Association and multiple Lots are damaged in a casualty loss, the deductible and any deficiency in the insurance proceeds shall be shared on a pro-rata basis of damage to the affected Lots by each affected Owner. The Association shall be entitled to adjust with each Owner's insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Lot and improvements thereon which are their respective responsibilities.

If an Owner is required to obtain insurance hereunder and such insurance is insufficient, or not in force at the time of loss, the Association shall be relieved of any obligation to maintain, repair, and replace damaged and/or destroyed portions of that Owner's Lot, to the extent of such insufficiency. Alternatively, the Association may perform any repairs and/or replacement, whether the responsibility of the Association or the Owner, and assess all costs of such repairs and/or replacement to the Owner and the Owner's Lot as an Individual Assessment.

In the event an Improvement, structure or Residence (including landscaping) on a Lot is damaged and/or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, not to exceed sixty (60) days, the Owner of that Lot shall either commence to rebuild, replace and/or repair the damaged improvement, structure and/or Residence (including landscaping), and diligently continue such rebuilding, replacement and/or repairing activities to completion, including landscaping; provided, however, that in the event of a hurricane or other significant

weather event which requires additional time to adjust an insurance claim, the Owner may have until six (6) months after such casualty to commence to rebuild, replace and/or repair the damaged Improvement, so long as the Owner is diligently pursuing the settlement of any such claim with the Owner's insurer. A destroyed Improvement, structure or Residence shall only be replaced with an Improvement, structure, dwelling or residence of an identical size, type, model and elevation as that destroyed, based on original plans and specifications thereof and must first be submitted and approved pursuant to the provisions of Section 9(d) of the Declaration. If the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair and/or reconstruction of those portions of the improvement, structure or Residence on the Residence Lot for which the Association has expressly, in writing, assumed insurance responsibility.

Each Owner should verify with the Association on or before the date of acquisition of their Lot, whether a master policy of insurance on the Residences or Townhome Residential Buildings within the Property is in effect and the breadth of coverage of such policy, if any. Each Owner shall be solely responsible for obtaining (i) such liability insurance as may be necessary to protect such Owner or tenant (as the case may be) against claims typically covered by liability insurance and (ii) such other insurance as may be necessary to insure such Owner's or such tenant's personal property, as the case may be and (iii) such other insurance as may be necessary to cover the Residence and Lot, and improvements of such Residence and Lot, so that the Lot, Residence and interior improvements are fully insured, as required herein, whether or not covered by master policy of insurance. "

4. Section 7.1(b) of the Declaration is hereby amended and restated as follows:

"(b) By the Association. Subject to the provisions of Articles 4 and 5 as set forth in this First Amendment, the Association shall perform the ordinary and routine maintenance of the exterior surfaces of all of the Townhome Residential Buildings and the grass, irrigation and landscaped areas from time to time located on all Residence Lots and the unpaved rights of way abutting the Residence Lots in a neat and attractive manner, as determined in the exercise of the Board of Directors' reasonable discretion and the cost of which shall be a Common Expense. Notwithstanding the foregoing, to the extent that any Owner, or any of such owner's agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Association is obligated to maintain, repair and/or replace, including the Common Areas, then the Association, in the Association's sole discretion, shall have the option to (i) repair such damage and any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an Individual Assessment; (ii) allow the Owner to maintain, repair and/or replace such damage at the Owner's sole cost and expense. Additionally, to the extent that an Owner fails to maintain a Lot as required by this Declaration, the Association is authorized to enter upon a Lot and perform such maintenance, at the Owner's sole cost and expense, as more particularly set forth in the Declaration. Further, the Association's maintenance or repair of the grass, irrigation and landscaped areas within the Lots shall not imply any warranty of said grass, irrigation and landscaped areas nor shall it extend to additional grass or additional

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landscape areas for which the Owner is responsible as provided in Section 8.1.(a) of the Declaration.

In furtherance of the ordinary and routine maintenance of the Townhome Residential Buildings, commencing in the next budget year following the date of recording of this First Amendment and on an annual basis thereafter, the Association shall engage one or more independent contractors certified in building envelope inspections, maintenance, and moisture and water intrusion to perform a visual inspection of the Townhome Residential Buildings (not including roof), to prepare a written report that details the results of the inspection and recommends to the Declarant (if applicable) and Board of Directors the portions of the Townhome Residential Buildings, and a schedule of timing therefor, which may require cementitious finish or other repair or painting as may be needed to properly maintain the exterior walls and avoid moisture or water intrusion into the Townhome Residential Buildings. The cost of the inspections shall be a Common Expense of the Association. The budget of the Association shall be amended, from time to time, to incorporate the recommendations set forth in the inspections and scheduling as may be set forth in such reports for which the Association is responsible. Nothing contained herein shall be deemed to expand the areas of responsibility for paint or cementitious finish, repair or maintenance of the Association or to require the Association to amend its budget to cover any costs of paint or cementitious finish, repair or maintenance which is the responsibility of the Owner as set forth in Articles 4 and 5 [as amended and restated in this First Amendment] and Section 7.1(a) of the Declaration. Further, nothing contained herein shall preclude the Board of Directors from scheduling paint or cementitious finish, repair or maintenance more frequently than may be set forth in any report received. "

5. Section 7.3 of the Declaration is hereby deleted in its entirety.

6. Except as modified and amended herein the Declaration remains in full force and effect in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.]

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EXECUTED as of the date first above written.

Signed, sealed and delivered in the presence of the following witnesses:

**MATTAMY FLORIDA LLC**, a Delaware limited liability company, successor by conversion to Mattamy (Jacksonville) Partnership, a Florida general partnership

*Heather Boxley*  
Print Name: HEATHER BOXLEY

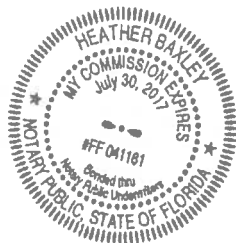
Carissa Dast  
Print Name: CARISSA DASS

By: *Leslie C Canes*  
Printed Name: Leslie C Canes  
As its: Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20 day of JULY, 2016, by LESLIE C CANES as the VICE PRESIDENT of MATTAMY FLORIDA LLC, a Delaware limited liability company, successor by conversion to Mattamy (Jacksonville) Partnership, a Florida general partnership, on behalf of the company. He (She) is personally known to me or has produced \_\_\_\_\_ as identification.

*Heather Boxley*  
Notary Public Signature  
Printed Name: HEATHER BOXLEY  
Commission no.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated February 25, 2015 in favor of Wells Fargo Bank, N.A. and recorded February 26, 2015 in Official Records Book 3992, page 546; as affected by the First Amendment thereto recorded in Official Records Book 4123, page 952 and as affected by Amended and Restated Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Official Records Book 4150, page 1247, all of the current public records of St. Johns County, Florida (collectively, the "Mortgage") and hereby consents to the recording of the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SEGOVIA AT WORLD COMMERCE CENTER, in the Public Records of St. Johns County, Florida and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 14 day of July, 2016

Witnesses:
[Signature]
Print Name: Valerie Amolo
[Signature]
Print Name: Maria Anderson

Wells Fargo Bank, National Association
By: [Signature]
Title: Billy C. Olson, Vice President

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 14 day of July, 2016, by Billy Olson, who is personally known to the undersigned or who produced [Signature] as identification, and he acknowledged to and before me that he executed the same as the VP of Wells Fargo Bank, a National Association, for and on behalf of said company.

[Signature]
(Signature of Notary Public)

(Print Name of Notary Public)
NOTARY PUBLIC, STATE OF
My commission expires:
Commission number:

[SEAL]

