

Prepared by and Return to:
Susan S. Bloodworth, Esq.
McClure Bloodworth, P.L.
81 King Street, Suite A
St. Augustine, FL 32084

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR VILLAGES OF VALENCIA**

21st THIS FOURTH AMENDMENT ("Fourth Amendment") is made effective this day of July, 2015, by **VALENCIA DEVELOPERS, LLC**, a Florida limited liability company, (the "Declarant"), and joined by **VILLAGES OF VALENCIA HOMEOWNERS ASSOCIATION, INC.** a Florida corporation not for profit (the "Association").

RECITALS:

A. The Declaration of Covenants, Conditions, and Restrictions for Villages of Valencia has previously been recorded in Official Records Book 2953, at page 441, and amended by that Supplemental Declaration and Amendment to Declaration of Covenants and Restrictions for Villages of Valencia as recorded in Official Records Book 3455, Page 425; that Second Amendment to Declaration of Covenants and Restrictions for Villages of Valencia as recorded in Official Records Book 3504, Page 1878, and that Third Supplemental Declaration and Amendment to Declaration of Covenants and Restrictions for Villages of Valencia as recorded in Official Records Book 4022, Page 1849, all of the public records of St. Johns County, Florida (collectively, the "Declaration").

B. Pursuant to Developer's Right to amend as set forth in Article XI, Section 25(f) of the Declaration, the undersigned hereby amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, the parties hereby amend the Declaration as follows:

1. **Easement for Access and Drainage.** Subsection 3 of Article V is hereby amended in its entirety as follows:

The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system.

(a) By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit, subject to any maintenance responsibilities assumed by any governmental authority. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System,

including buffer areas or swales, without the prior written approval of the District.

- (b) There shall be set aside a permanent vegetated natural buffer ("Buffer") over that portion of the Property as depicted on that certain Master Development Plan recorded at Official Records 2771, page 91, et. seq. The Buffer is part of the Surface Water Management System permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other than fence posts) are prohibited within the Buffer. No alteration of the Buffer shall be authorized without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Property upon which the Buffer is located.

Ratification. As specifically amended hereby, all of the terms and provisions of the Declaration, as amended, shall remain in full force and effect.

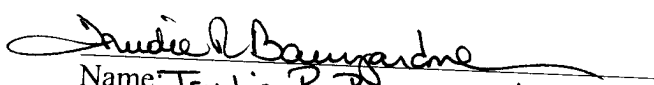
IN WITNESS WHEREOF, the parties have executed and delivered this Fourth Amendment as of the date and year first above written.

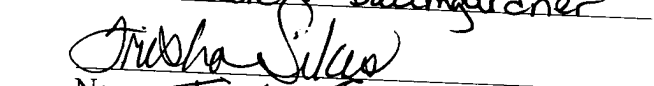
DEVELOPER:

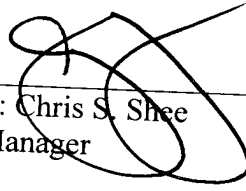
VALENCIA DEVELOPERS, LLC, a Florida limited liability company

By Its Managing Member Phoenix Development of NE Florida, LLC, a Florida limited liability company

Witnesses:


 Name: Trudie R Baumgardner


 Name: Trisha Sikes

By: 
 Name: Chris S. Shee
 Its: Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 27 day of July, 2015, by Chris S. Shee, Manager of Phoenix Development of NE Florida, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced N/A as identification.

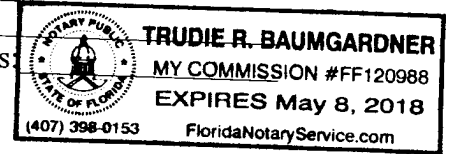
Trudie R Baumgardner
Notary Public, State of Florida

Name:

My Commission Expires:

My Commission Number is:

COPY



ASSOCIATION:

VILLAGES OF VALENCIA
HOMEOWNERS ASSOCIATION, INC., a
Florida corporation not for profit

Witnesses:

Trudie R. Baumgardner
Name: Trudie R. Baumgardner

Trisha Sikes
Name: Trisha Sikes

By: *Chris S. Shee*
Name: Chris S. Shee
Its: President

COPY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 27 day of ~~May~~ ^{July}, 2015, by Chris S. Shee, the President of **VILLAGES OF VALENCIA HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the company. He is personally known to me or has produced N/A as identification.

Trudie R. Baumgardner
Notary Public, State of Florida
Name: _____

My Commission Expires: _____

My Commission Number is: _____

