

This instrument prepared by/return to:  
James Roche, Esq.  
Jackson Law Group  
1301 Plantation Island Drive, Suite 304  
St. Augustine, FL 32080

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VILLAGES OF VALENCIA**

**THIS FIFTH AMENDMENT** to the Declaration of Covenants and Restrictions for Villages of Valencia is made this 5<sup>th</sup> day of February, 2018 by **VALENCIA DEVELOPERS 2 LLC** ("Declarant") and joined by Villages of Valencia Homeowners Association, Inc.

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions for Villages of Valencia was recorded in Official Records Book 2953, Page 441, et seq., and amended by a Supplemental Declaration and Amendment to Declaration of Covenants and Restrictions for Villages of Valencia as recorded in Official Records Book 3455, Page 425; a Second Amendment to Declaration of Covenants and Restrictions for Villages of Valencia as recorded in Official Records Book 3504, Page 1878 (the "Second Amendment"); a Third Supplemental Declaration and Amendment to Declaration of Covenants and Restrictions for Villages of Valencia as recorded in Official Records Book 4022, Page 1849; and a Fourth Amendment to Declaration of Covenants and Restrictions for Villages of Valencia as recorded in Official Records Book 4063, Page 1980, all of the public records of St. Johns County, Florida (collectively, "Declaration").

B. Declarant recognized the Second Amendment to the Declaration of Covenants and Restrictions for Villages of Valencia contained a scrivener's error by purporting to add a new subsection (5) to Article VII, Section 1 of the Declaration when it was intended to add a subsection (5) to Article VIII, Section 1(b) of the Declaration.

C. Declarant desires to amend the Declaration pursuant to Article XI, Section 25(f) to impose an assessment on resale of Lots and correct and amend the provision added pursuant to the Second Amendment.

**THEREFORE**, Declarant hereby amends the Declaration as follows:

*(Additions are indicated by underline, deletions by ~~strikethrough~~)*

**ARTICLE VIII**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Lien and Personal Obligation Nonpayment

(a) Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in

any deed or other conveyance, covenants and agrees to pay to the Association: (1) Lot Only Assessments, Multi Unit Building Assessments, Town Home Landscape Assessments and other annual assessments or charges, (2) special assessments, (3) individual assessments, and (4) a one-time only start-up assessment; and (5) a resale assessment, as set forth in this Declaration. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof; including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling Unit located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

*{The second and third paragraphs of Section 1(a) remain unchanged}*

...

*{The Second Amendment to the Declaration of Covenants and Restrictions for Villages of Valencia is hereby deleted and replaced with the following}*

(b) Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (1) Common Property; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or by any Supplemental Declaration; (3) lands dedicated to the Local Government or other governmental authority, any utility company or the public; and (4) Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 8 of this Article; (5) land sold by Declarant to a Builder for the development of a subdivision shall be exempt in accordance with the terms of any written supplement or amendment to this Declaration executed by Declarant and recorded in the Official Records of St. Johns County; and (6) Lots sold by the Declarant to a Builder for the construction of a home and subsequent resale of such home and Lot to a homeowner shall also be exempt from the Assessments created herein for a period not to exceed one year from the date of such sale by the Declarant to the Builder; however, such Lots shall be subject to a one time Initial Builder Assessment of \$300.00 for Townhome Lots; \$400.00 for Single Family Lots; and \$300.00 per Duplex Lot, which shall be due upon the transfer of the Lot from the Declarant to the Builder. The Initial Builder Assessment may be allocated to operating or capital expenses as the Declarant may determine in its discretion.

Section 5. Commencement Dates; Types of Assessments; Start-Up Assessment; Initial Annual Assessment; Resale Assessment; Due Dates. At the closing of the sale of each Lot in the Property (Single Family Lot, Town Home Lot and Duplex Lot) by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association certain one-time start-up assessments (as more particularly described below) based on the budget of the Association for the year of closing. a Builder, the Builder shall pay a one-time Initial Builder Assessment as provided in Section 1(b) of this Article.

Types of Assessments. The annual assessment for each Single Family Lot shall be the Lot Only Assessment (the "Single Family Lot Assessment"). The annual assessment for each Town Home Lot shall be the Lot Only Assessment plus the Multi Unit Building Assessment plus the

Town Home Landscape Assessment (the "Town Home Lot Assessment") The annual assessment for each Duplex Lot shall be the Lot Only Assessment plus the Multi Unit Building Assessment (the "Duplex Lot Assessment").

~~Single Family Lot Assessment at Closing. At the closing of the sale of each Single Family Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association: (i) a one time start-up Single Family Lot Assessment in an amount equal to one quarter (1/4) of the then annual Single Family Lot Assessment; and (ii) the entire then annual Single Family Lot Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year.~~

~~Town Home Lot Assessment at Closing. At the closing of the sale of each Town Home Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association: (i) a one time start-up Town Home Lot Assessment in an amount equal to one quarter (1/4) of the then annual Town Home Lot Assessment; and (ii) the entire then annual Town Home Lot Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year.~~

~~Duplex Lot Assessment at Closing. At the closing of the sale of each Duplex Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association: (i) a one time start-up Duplex Lot Assessment in an amount equal to one quarter (1/4) of the then annual Duplex Lot Assessment; and (ii) the entire then annual Duplex Lot Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. a Builder, the Builder shall pay a one time Initial Builder Assessment of \$300.00 per Duplex Lot as provided in Section 1(b) of this Article.~~

After a Lot closing, the various annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. ~~After the one time start-up assessment has been paid as to a Lot in the Property, subsequent purchasers of said Lot shall not be required to pay said start-up assessment.~~

The annual assessment for each Additional Property shall commence upon the closing of the first sale by Declarant on any Lot in the Additional Property. The initial annual assessment for the Lots in each Additional Property shall be the same as the then current annual assessment for the remainder of the Property, or as otherwise set forth in the relevant Supplemental Declaration.

Resale Assessment. Upon the transfer of title to a Lot or Dwelling Unit within the Community, whether by sale, gift, devise, or other voluntary or involuntary transfer (collectively, "transfer"), the party acquiring title shall pay the Association the sum of \$750.00 as a Resale Assessment. The Resale Assessment shall not apply to: (i) transfers between Declarant and a Builder; (ii) transfers by a Builder to the first consumer of a Lot; or (iii) transfers to a trustee or

other entity in good faith for estate planning purposes, provided that no substantial change in the beneficial or equitable owners of the Lot or Dwelling Unit occurs.

**ARTICLE XI**  
**RESTRICTIVE COVENANTS**

Section 10. Parking.

~~(e) Single Family Lots. No more than three (3) automobiles or other such gas powered vehicles shall be parked or stored on any Single Family Lot. Further, each Single Family Dwelling Unit thereon will contain a garage large enough to accommodate two (2) vehicles. Each Single Family Lot Owner shall have the exclusive right to park up to one (1) vehicle on the driveway of its Lot.~~

...

(e) All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.. No street parking is permitted at any time, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street. No commercial vehicle, meaning any car, truck or van with signage or lettering on it, or with equipment affixed to it, or used in a trade or business, may remain parked on a driveway or in any guest space overnight. No commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Property, the Association, Owners, or residents. ~~All deliveries must be scheduled through the Association's property manager.~~ No jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles or commercial vehicles may be parked or stored anywhere on the Property, except wholly within an Owner's garage; provided, however, that such vehicles, except for commercial vehicles, may be temporarily parked in a driveway for cleaning, loading, or preparation for use. For the purposes of this provision, temporarily shall mean no longer than six (6) hours in one day and not between the hours of 7:00 p.m. and 6:00 a.m. EDT (overnight).

IN WITNESS WHEREOF, Declarant has executed this amendment on the date written above.

Witnesses

DECLARANT

VALENCIA DEVELOPERS 2 LLC

[Signature]  
Witness 1 Signed

By: Phoenix Development of NE Florida, LLC,  
its Managing Member

Brad Shee  
Witness 1 Printed

By: [Signature]  
Chris S. Shee, its Managing Member

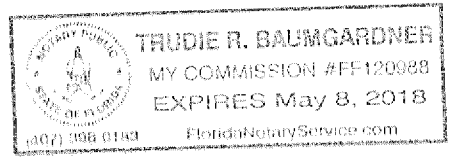
[Signature]  
Witness 2 Signed

Trudie R. Baumgardner  
Witness 2 Printed

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2018, by Chris S. Shee, as Managing Member of Phoenix Development of NE Florida, LLC, as Managing Member of Valencia Developers 2 LLC., on behalf of the company, who is personally known to me.

[Signature]  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)



Signed, Sealed, and Delivered in the Presence of

VILLAGES OF VALENCIA HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Signature of Witness 1  
Printed: Chris Shee

[Signature]  
Signature of Witness 2  
Printed: Trudie R. Baumgardner

By: [Signature]  
Chris S. Shee, its President

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2018, by Chris S. Shee, as President of Villages of Valencia Homeowners Association, Inc., who is personally known to me.

[Signature]  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

