

Prepared by and Return to:

David L. Evans, Jr., Esq.
Baker & Hostetler LLP
SunTrust Center, Suite 2300
200 S. Orange Avenue
Orlando, FL 32801
407.649.4000

**SIXTH SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLAGES OF VALENCIA**

**THIS SIXTH SUPPLEMENTAL DECLARATION AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLAGES OF VALENCIA** (this "Sixth Amendment") is made effective as of this 4 day of April, 2018, by **VALENCIA DEVELOPERS 2 LLC** ("Declarant"), whose address is 1629 Race Track Rd., Ste. 102, St. Johns, FL 32259 and is joined by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company ("Pulte") and the **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, Page 441, of the Public Records of St. Johns County, Florida, 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; 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; and a Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Villages of Valencia recorded in Official Records Book 4500, Page 433, all of the public records of St. Johns County, Florida (collectively, "Declaration"); and

B. Pursuant to that certain Assignment of Declarant Rights and Designation of Declarant recorded at Book 4500, Page 430, of the Official Records of St. Johns County, Florida, **VALENCIA DEVELOPERS 2 LLC** is the Declarant under the Declaration; and

C. On or about the date hereof, Pulte has purchased the Additional Property commonly known as "Phase 5" of Villages of Valencia described on Exhibit "A" attached hereto and incorporated herein by reference (the "Phase 5 Property") from **VALENCIA DEVELOPERS 2 LLC** ("Seller"), and affiliate of Declarant; and

D. Pursuant to Developer's or Declarant's rights under Article II and Article XI, Section 25(f) of the Declaration, the undersigned hereby amend and join in the amendment of the Declaration as more particularly set forth herein.

NOW, THEREFORE, the Declaration is amended as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms that are not otherwise defined herein shall have the meaning attributed thereto in the Declaration.
2. Pursuant to and in accordance with Article II and Article XI, Section 25(f) of the Declaration, the Phase 5 Property is hereby annexed into and brought within the scope of the Declaration and the jurisdiction of the Association is hereby extended to the Phase 5 Property.
3. Article II of the Declaration provides that a supplemental declaration may contain additional terms and conditions not inconsistent with the Declaration to reflect the different character of the real property being annexed or of the housing or development approaches being implemented. As set forth above, Phase 5 Property is being sold and conveyed by Seller, an affiliate of Declarant, to Pulte and Pulte will develop the Initial Improvements on and within the Phase 5 Property and the following terms and conditions are deemed necessary, desirable and consistent with the Declaration and for the manner in which the Phase 5 Property will be developed.
 - a. With respect to the Phase 5 Property, the term "Builder" is hereby deleted and replaced with the following:

"Builder" shall mean any Affiliate of Declarant or Pulte or any other builder party who will be constructing Initial Improvements on the Phase 5 Property.
 - b. Pulte, or any other Builder for the Phase 5 Property, shall have the right, without the need for the joinder or consent of Declarant or the Association, exercise the rights of Declarant to convey Common Property within the Phase 5 Property to the Association or Local Government in accordance with Article V, Section 4 of the Declaration and the Association shall accept the same in the manner conveyed by such party.
 - c. The provisions of Article VII regarding Architectural Control shall not apply to Pulte or any other Builder on or for the Phase 5 Property and, additionally, Declarant shall not have any right to approve the improvements constructed or to be constructed on the Phase 5 Property by Pulte or any other Builder on or for the Phase 5 Property.
 - d. Pulte or any other Builder for the Phase 5 Property, without the joinder or consent of Declarant or the Association, may exercise the rights granted to Declarant under Article V, Section 8 regarding MSTU/MSBUs as to the Phase 5 Property or portions thereof.

- e. The Phase 5 Property is exempt from assessments, charges and liens created under the Declaration until the earlier of (i) recording of a plat for all or part of the Phase 5 Property ("Plat Recording") or (ii) January 1, 2019. Within thirty (30) days after the earlier of Plat Recording or January 1, 2019, Pulte and any other Builder for the Phase 5 Property (in relation to the Lots owned or permitted to be platted) shall pay the Association a one-time builder assessment of Four Hundred and No/100 Dollars (\$400.00) for each of the 101 Lots permitted to be platted within the Phase 5 Property, which may be used by the Association for operating or capital expenses. Aside from the one-time builder assessment, the Phase 5 Property shall otherwise remain exempt from assessments, charges and liens created under the Declaration until the earlier of (i) the sale of an improved Lot to a consumer-purchaser who intends to occupy or lease the Dwelling Unit (in which event such sold improved Lot shall become subject to assessments, charges, and liens created under the Declaration), or (ii) January 1, 2020. After the earlier of (i) the sale of an improved Lot to a consumer-purchaser who intends to occupy or lease the Dwelling Unit, or (ii) January 1, 2020, the platted Lots within the Phase 5 Property shall become subject to normal and customary assessments, charges and liens created under the Declaration. If any of the Phase 5 Property remains unplatted after January 1, 2020, the owner(s) of such property shall be obligated to pay assessments based on 101 Lots less any Lots that have been sold to consumer-purchasers or otherwise platted within the Phase 5 Property.
- f. The one time start up assessment contemplated in the Declaration shall be paid at the time of the first conveyance of a platted Lot with a Dwelling Unit thereon from a Builder, including, but not necessarily limited to, Pulte, to a consumer-purchaser who intends to occupy or lease the Dwelling Unit.
- g. Pulte and any other Builder of or for the Phase 5 Property shall have the right to (i) construct and operate model homes and ancillary improvements associated with the same, and (ii) construct and maintain signage associated with such Builder's development and sale of the Phase 5 Property, or portions thereof, and the improvements thereon.
- h. The provisions of Article XI, Section 5 of the Declaration shall also apply to those items initially installed by a Builder; provided, that Builders on and for the Phase 5 Property shall not be subject to the ARB in accordance with Section 3(c) of this Sixth Amendment above.
- i. The parking restrictions set forth in Article XI, Section 10 of the Declaration do not apply to Builders on or for the Phase 5 Property.
- j. Article XI, Section 13 of the Declaration does not apply to any air conditioning equipment installed as part of the Initial Improvements constructed on the Phase 5 Property by Pulte or any other Builder of or for the Phase 5 Property.

- k. Pulte and any other Builder approved by Pulte or Declarant may exercise the rights of Declarant under Article XI, Section 14 of the Declaration with respect to drainage on or for the Phase 5 Property.
- l. In addition to the other terms and conditions of this Sixth Amendment, Pulte and other Builder of or for the Phase 5 Property shall be entitled to the benefits afforded Declarant under Article XI, Section 25 of the Declaration; provided, however, that such rights shall only be exercisable with respect to the Phase 5 Property and shall be limited as follows:
 - i. No person other than the Declarant may record a Supplemental Declaration, amend the Declaration, or add property to or remove property from being subject to the Declaration, without Declarant's written consent, which shall not be unreasonably withheld, conditioned, or delayed if necessary for Pulte or a Builder to develop, plat, construct, or sell improvements, Dwelling Units, and Lots on the Phase 5 Property.
 - ii. Until Declarant no longer owns any Property, no person other than Declarant may modify, change, re-configure, remove, or alter any improvements located on the Common Property without Declarant's written consent; provided, however, the foregoing shall not apply to Pulte or any other Builder of or for the Phase 5 Property with respect to Common Property within the Phase 5 Property.
 - iii. Until Declarant no longer owns any Property, no person other than Declarant may grant easements over any portion of the Property without Declarant's written consent, which shall not be unreasonably withheld, conditioned, or delayed if necessary for Pulte or a Builder to develop, plat, construct, or sell improvements, Dwelling Units, and Lots on the Phase 5 Property; provided, however, the foregoing shall not apply to Pulte or any other Builder of or for the Phase 5 Property with respect to granting easements over any portion of the Phase 5 Property.
- 4. Declarant hereby agrees that neither the Declaration nor this Sixth Amendment shall be amended as to the Phase 5 Property, or any portion thereof, without the prior written consent of Pulte and its successors or assigns that are Builders while such party owns any portion of the Phase 5 Property.
- 5. Except as specifically amended hereby, all of the terms and provisions of the Declaration, as amended, shall remain in full force and effect.

{Signatures on following pages}

Signed, Sealed, and Delivered in the Presence of

Dawn M J
Signature of Witness 1

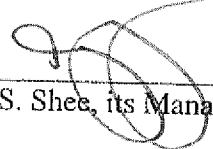
Printed: Dawn M Janson

Rhyan Witt
Signature of Witness 2

Printed: Rhyan Witt

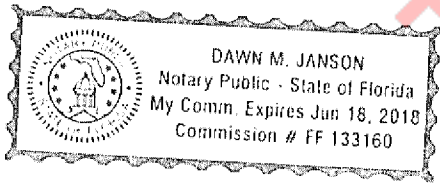
VALENCIA DEVELOPERS 2 LLC

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

By: 
Chris S. Shee, its Managing Member

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 4 day of Apr. 1, 2018, by Chris S. Shee, as managing member of Phoenix Development of NE Florida, LLC, the managing member of Valencia Developers 2 LLC, on behalf of the company.



Dawn M J
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: _____

Signed, Sealed, and Delivered in the Presence of

Dawn M J

Signature of Witness 1

Printed: Dawn M Janson

Rhyan Witt

Signature of Witness 2

Printed: Rhyan Witt

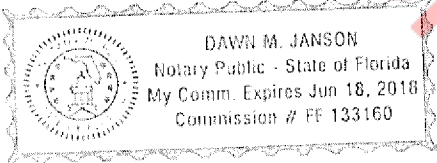
**VILLAGES OF VALENCIA
HOMEOWNERS ASSOCIATION, INC.**

By:

[Signature]
Chris S. Shee, its President

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 4 day of April, 2018, by Chris S. Shee, as President of Villages of Valencia Homeowners Association, Inc., on behalf of the Association.



Dawn M J
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced: _____

Signed, Sealed, and Delivered in the Presence of

PULTE HOME COMPANY, LLC, a Michigan limited liability company.

Signature of Witness 1

Printed: JUSTIN DUDLEY

By:

Printed Name: David A. Smith

As Its: Division President

Signature of Witness 2

Printed: Schane Rudy

STATE OF IL
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 4 day of April, 2018, by David A. Smith, as Division President of Pulte Home Company, LLC, on behalf of the company.

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

Personally Known or Produced Identification

Type of Identification Produced: FDIC

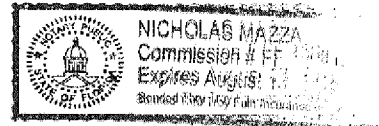


EXHIBIT "A"

A parcel of land situated in Section 17, Township 8 South, Range 30 East, St. Johns County, Florida, and being more particularly bounded and described as follows:

Beginning at Northeast corner of Section 17, Township 8 South, Range 30 East; thence South $00^{\circ}26'11''$ East along the East line of said Section 17, and the West line of St. Augustine Shores Unit Six as recorded in Map Book 14, pages 40 through 46, of the public records of said county, a distance of 3967.97 feet to the Northeast corner Tract D of Villages of Valencia Phase 3, as recorded in Map Book 85, pages 61 through 69 of said public records; thence South $89^{\circ}33'49''$ West along the North line of said Tract D, a distance of 10 feet to the Northeast corner of Tract I of said Villages of Valencia Phase 3, and a point of curvature of a non-tangent curve concave to the Northwest, having a radius of 125.00 feet, a central angle of $74^{\circ}41'44''$, an arc length of 162.96 feet, a chord bearing of South $36^{\circ}54'41''$ West, and a chord length of 151.66 feet; thence Southwesterly along the arc of said curve, and along the Northerly line of said Villages of Valencia Phase 3, a distance of 162.96 feet to the point of tangency; thence South $74^{\circ}15'33''$ West along said Northerly line of Villages of Valencia Phase 3, a distance of 246.82 feet to the Easterly end of La Mancha Drive as depicted on the plat of Villages of Valencia Phase 3, as recorded in Map Book 85, pages 61 through 69 of said public records; thence North $15^{\circ}44'27''$ West along said Easterly end of La Mancha Drive, a distance of 50.00 feet; thence North $74^{\circ}15'33''$ East, a distance of 178.59 feet; thence North $17^{\circ}10'34''$ West, a distance of 3513.60 feet to the South line of St. Augustine Shores Unit Five, as recorded in Map Book 14, pages 21 through 24 of said public records; thence North $59^{\circ}23'22''$ East along the said South line of St. Augustine Shores Unit Five, a distance of 1380.00 feet to the Point of Beginning.