

This instrument prepared by/return to:
Edward Ronsman, Esq.
McCabe | Ronsman
110 Solana Rd., Suite 102
Ponte Vedra Beach, FL 32082

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

THE SEVENTH SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF VALENCIA (this "Seventh Amendment") is made effective as of this 5th day of December, 2021, by **VALENCIA DEVELOPERS 2 LLC** ("Declarant"), whose address is 1629 Race Track Rd., Ste. 102, St. Johns, FL 32259 and is joined by Dream Finders Homes, LLC, a Florida limited liability company ("Dream Finders Homes").

RECITALS:

A. The Declaration of Covenants, Conditions and Recitals 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; and a Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Villages of Valencia recorded in Official Records Book 4536 Page 1855, all of the public records of St. Johns County, Florida (collectively, "Declaration"); and

B. Pursuant to that certain Assignment of Declaration 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. Dream Finders Homes has purchased Additional Property commonly known as "Phase 4" of Villages of Valencia described on Exhibit "A" attached hereto and incorporated herein by reference (the "Phase 4 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 4 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 4 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 4 Property is being sold and conveyed by Seller, an affiliate of Declarant, to Dream Finders Homes and Dream Finders Homes will develop the Initial Improvements on and within the Phase 4 Property and the following terms and conditions are deemed necessary, desirable and consistent with the Declaration and for the manner in which the Phase 4 Property will be developed.
 - a. With respect to the Phase 4 Property, the term "Builder" is hereby deleted and replaced with the following:

"Builder" shall mean any Affiliate of Declarant or Dream Finders Homes or any other builder party who will be constructing Initial Improvements on the Phase 4 Property.
 - b. Dream Finders Homes, or any other Builder for the Phase 4 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 Phase 4 Property to the Association or Local Government in accordance with the 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 Dream Finders Homes or any other Builder on or for the Phase 4 Property and, additionally, Declarant shall not have any right to approve the improvements constructed or to be constructed on the Phase 4 Property by Dream Finders Homes or any other Builder on or for the Phase 4 Property. Notwithstanding the foregoing, and except as otherwise provided below, all of Dream Finders Homes' or any other Builder's improvements on or for the Phase 4 Property now or hereafter constructed shall, without any further action, is and shall be deemed unconditionally approved, ratified and consented to in all respects by Declarant and Declarant's successors and assigns. Dream Finders or any other Builder, however, shall not allow the construction of fences for Dwelling Units on the Phase 4 Property.
 - d. Dream Finders Homes or any other Builder for the Phase 4 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 4 Property or portions thereof.
 - e. Dream Finders Homes or Builders shall be exempt from payment of charges and liens created under the Declaration for a period of one (1) year from the date of Dream Finders Homes' initial acquisition of Lots in the Phase 4. Any Lot sold to a third party purchaser within the initial one (1) year period shall result in that Lot's obligation for payment of normal and customary assessments, charges and liens created under the Declaration on the next month that such a charge shall come due. Upon expiration of

the one (1) period for Dream Finders Homes or Builder Owned Lots, the platted Lots within the Phase 4 Property shall become subject to normal and customary assessments, charges and liens created under the Declaration.

- f. The one time start up assessment contemplated in the Declaration shall be paid at the time of first conveyance of a platted Lot with a Dwelling Unit thereon from a Builder, including, but not necessarily limited to, Dream Finders Homes, to a consumer-purchaser who intends to occupy or lease the Dwelling Unit.
- g. Dream Finders Homes and any other Builder of or for the Phase 4 Property shall have the right to (i) construct and operate model homes and ancillary improvements associated with such Builder's development and sale of the Phase 4 Property, or portions thereof, and the improvements thereon.
- h. Article IX Section 4 shall be replaced with:

Section 4. Lawn and Landscape Maintenance for Town Home Lots and Duplex Lots. The Association shall maintain lawn areas, shrubbery, hedges, and plant materials on the Town Home and Duplex Lots, including mowing, edging, and fertilizing, and landscaped areas on the Town Home Lots and Duplex Lots as originally installed by the Declarant or Builder, including weeding, and trimming. Subject to the prior approval of the ARB, Lot Owners may install landscaping other than lawn anywhere on their respective Town Home Lots or Duplex Lots that does not unreasonably interfere with the Association's lawn maintenance obligations, or the rights of other Town Home Lots or Duplex Lots, subject to Article VII, above. No Town Home Lots or Duplex Lots shall make any modification or alteration to the lawn or landscaped areas on the Common Area. The Declarant may install a common irrigation system serving the Common Area and the Town Home Lots, including pumps, water distribution lines, sprinkler heads and other related facilities (the "Community Well" or the "Irrigation System"), on and under the Common Areas and the Town Home Lots, and shall operate, maintain, repair and replace any such Irrigation System. No Owner may make any alterations, modifications or other changes to the Irrigation System. Each Lot Owner shall be responsible to the Association for any damage or injury to the Irrigation System due to the negligence or intentional act or omission of the Lot Owner or any family member, tenant, guest or invitee of such Owner. Town Home Lot Owners and Duplex Lot Owners shall be solely responsible for payment of all assessments imposed to comply with this Section 4. An equitable portion of the Community Well expenses shall be allocated and assessed by the Board to the Town Home Lot Owners. It is specifically contemplated that Duplex Lot Owners shall maintain, repair, and replace all portions of any irrigation lines or system serving their Duplex Lot.

- i. Article X Section 1(d) shall be replaced with:

(d) Each Duplex Lot Owner shall maintain, repair and replace, at its sole cost and expense, all portions of any irrigation lines or system serving their Duplex Lot. Duplex Lot Owners shall ensure that all irrigation lines and systems are properly working in order to allow for appropriate lawn and landscape maintenance by the Association. Failure to properly maintain, repair and replace the Duplex Lot irrigation system which results in damage to the lawn and landscape areas shall give rise to the ability of the Association to enter on to the Duplex Lot to perform any maintenance, repair or replacement to the Duplex Lot irrigation system, and to charge the cost of such work, in addition to the cost associated

with repairing or replacing damaged lawn or landscaping to the Duplex Lot Owner as an assessment.

- j. 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 4 Property shall not be subject to the ARB in accordance with section 3(c) of this Seventh Amendment above.
 - k. The parking restrictions set forth in Article XI, Section 10 of the Declaration do not apply to Builders on or for the Phase 4 Property.
 - l. Dream Finders Homes and any other Builder approved by Dream Finders Homes 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 4 Property.
 - m. In addition to the other terms and conditions of this Seventh Amendment, Dream Finders Homes and other Builder of or for the Phase 4 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 4 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 Dream Finders Homes or a Builder to develop, plat, construct, or sell improvements, Dwelling Units, and Lots on Phase 4 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 Dream Finders Homes or any other Builder of or for the Phase 4 Property with respect to Common Property within the Phase 4 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 in necessary by Dream Finders Homes or a Builder to develop, plat, construct, or sell improvements, Dwelling Units, and Lots on = the Phase 4 Property; provided, however, the foregoing shall not apply to Dream Finders Homes or any other Builder of or for the Phase 4 Property with respect to granting easements over any portion of the Phase 4 Property.
4. Declarant hereby agrees that neither the Declaration nor this Seventh Amendment shall be amended as to the Phase 4 Property, or any portion thereof, without the prior written consent of Dream Finders Homes and its successors or assigns that are Builders while such party owns any portion of the Phase 4 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.

Signed, Sealed, and Delivered in the Presence of

Signature of Witness 1

Printed: Todd Zebner

VALENCIA DEVELOPERS 2, LLC

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

Trudie Baumgardner
Signature of Witness 2
Printed: Trudie Baumgardner

By: Chris S. Shee
Chris S. Shee, its Managing Member

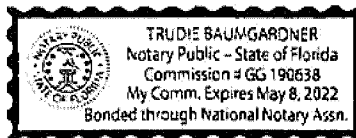
STATE OF FLORIDA
COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of December, 2021, by Chris S. Shee, as Managing Member of Phoenix Development of NE Florida, LLC, as Managing Member of Valencia Developers 2, LLC.

Trudie Baumgardner
(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: N/A



Signed, Sealed, and Delivered in the Presence of

Louis P. Cowling
Signature of Witness 1
Printed: Louis P. Cowling

Mercedes M Stock
Signature of Witness 2
Printed: Mercedes M Stock

DREAM FINDERS HOMES, LLC

By:

Robert E. Riva, Jr.
By: Robert E. Riva, Jr.
208507 Riva
6247422 Riva

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of January, 2021, by Robert E. Riva, Jr., Esq., as General Counsel of Dream Finders Homes, LLC.

Mercedes M Stock
Vice President, + Corporate Secretary
(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: _____

