

Prepared by and return to:

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File No. 16400

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR ARTISAN LAKES**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ARTISAN LAKES** (this "**Amendment**") is made this 12 day of April, 2016, by **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership, having an office at 90 Fort Wade Road, Suite 100, Ponte Vedra, Florida 32081 (the "**Declarant**").

**RECITALS:**

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes recorded on January 15, 2016, in O.R. Book 17429, Page 1195 of the Public Records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes recorded on April 2, 2016, in O.R. Book 17512, Page 2289 of the Public Records of Duval County, Florida (as amended, the "**Declaration**"); and

WHEREAS, pursuant to the authority given Declarant in Article XII, Section 5 of the Declaration, Declarant has the right to amend the Declaration without Association or other third-party approval before turnover of control of the Association has occurred, and turnover has not occurred as of the date hereof.

NOW THEREFORE, Declarant hereby amends the Declaration as follows.

1. **Recitals.** The foregoing recitals are acknowledged as true and correct and are incorporated herein by reference.
2. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Declaration.
3. **Drainage Easements and Drainage Areas.** The third sentence of Section 6 of Article VII of the Declaration is hereby amended and restated as follows: "Use of these Drainage Areas is restricted to the Owners of such Drainage Areas that are encumbered by such easements and to the Association for the purpose of maintenance of the areas contained therein, subject to the Retaining Wall Easement and any easement in favor of neighboring property owners pursuant to instruments recorded in the Public Records of Duval County, Florida."

4. Fences, Walls and Hedges. The first paragraph of Section 13 of Article X of the Declaration is hereby amended and restated as follows:

**Section 13. Fences, Walls and Hedges.** All fences, walls and hedges shall be subject to the prior written approval of the ACC with respect to location, height, materials, style and finish, and Owners shall be solely responsible for compliance with all governmental requirements, including but not limited to, applicable laws, rules and ordinances, required permits and any other required approvals. Fences shall be erected so that the posts shall be placed on the inside of the fence, and the side without any supports shall face out from the Lot. Fencing in the rear yard of waterfront Lots cannot extend beyond the top of the bank. No fences, walls or hedges may be erected, placed or maintained on any Lot unless approved in writing in advance by Declarant or the ACC. No fences or walls shall be higher than four feet (4'), except for any fence or wall installed by Declarant. Notwithstanding anything to the contrary, fence heights are subject to applicable zoning laws. All fences shall be PVC or black aluminum, as determined by the ACC in accordance with applicable ACC guidelines. All fences shall include (i) an access gate on at least one side of the Lot, and such access gate shall be a minimum of forty-eight (48) inches in width, and (ii) at least one (1) access gate in the front of the Home on the Lot; provided, however, that the ACC may require additional access gates, and the location and width of such access gate(s) shall be subject to the advance written approval of the Declarant or the ACC. Walls and hedges shall be of material designated by Declarant and the ACC, from time to time. Each fence or wall which is built as part of the original construction of the improvements upon the Lot(s) or placed by Declarant on the dividing lines between the Lots shall be treated in law as if it were a party wall; and no such fence or wall shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Additionally, the following rules with respect to fences, walls and hedges shall apply:

5. Ratification of Declaration. Except as amended and modified hereby, the Declaration is unchanged, remains in full force and effect and is hereby ratified and confirmed by the Declarant.

**[signature page follows]**

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed on the date stated above.

WITNESSES:

**STANDARD PACIFIC OF FLORIDA,**  
a Florida general partnership

By: Standard Pacific of Florida GP, Inc.,  
a Delaware corporation,  
its managing general partner

By: [Signature]  
Print Name: Theresa Smolina

By: [Signature]  
Print Name: Jennifer Hendry

By: [Signature]  
Maurice Rudolph,  
Vice President – Land Operations

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2016, by Maurice Rudolph, as Vice President – Land Operations of Standard Pacific of Florida GP, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Florida, on behalf of the corporation and the partnership. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



NICKEY MENDY  
MY COMMISSION # FF 087734  
EXPIRES: January 30, 2018  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC  
Print Name: Nickey Mendy  
My commission expires: 1/30/18

[Signature Page to Second Amendment to Declaration]