

Prepared by and return to:

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File No. 16400

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

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ARTISAN LAKES** (this "Amendment") is made this 28<sup>th</sup> day of December, 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 further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes recorded on April 18, 2016, in O.R. Book 17530, Page 1753 of the Public Records of Duval County, Florida, and as supplemented by that certain First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes (Adding Phase 2A) recorded on August 30, 2016, in O.R. Book 17692, Page 1 of the Public Records of Duval County, Florida (as amended and supplemented, 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. Duties of the Association. Section 1 of Article V of the Declaration is hereby amended to add the following subsection (r) to the end of Section 1:

- (r) To perform its obligations and otherwise comply with and exercise its rights under that certain Access and Utility Agreement dated as of December 29, 2010 and recorded in Official Records Book 15469, Page 940 of the Public Records of Duval County, Florida, as amended by that certain First Amendment to Access and Utility Agreement dated as of November 17, 2014 and recorded in Official Records Book 16979, Page 2192 of the Public Records of Duval County, Florida, as amended by that certain Second Amendment to Access and Utility Agreement dated as of December 20, 2016 and recorded in Official Records Book 17823, Page 1 of the Public Records of Duval County, Florida, as affected by that certain Termination of Temporary Construction Easements Agreement dated as of August 11, 2016 and recorded in Official Records Book 17680, Page 2421 of the Public Records of Duval County, Florida, and as affected by that certain Assignment and Assumption of Access and Utility Agreement dated as of December 27, 2016 and recorded in Official Records Book 17823, Page 2052 of the Public Records of Duval County, Florida.

4. Setbacks. Section 5 of Article X of the Declaration is hereby amended and restated as follows:

**Section 5. Setbacks.** The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer from the front Lot line than twenty (20) feet. No dwelling shall be erected closer than ten (10) feet from the rear Lot line or the top of the bank of any lake or other water body, as applicable, and no other structure shall be erected closer than three (3) feet from the rear Lot line or the top of the bank of any lake or other water body, as applicable. No dwelling or other structure shall be erected closer than five (5) feet from any side interior Lot line. No dwelling or other structure situated on a corner Lot shall be erected closer than ten (10) feet from any street right-of-way. Notwithstanding the foregoing, swimming pools and screen enclosures may be erected no closer than five (5) feet from the interior side property line, three (3) feet from the rear Lot line or the top of the bank of any lake or other water body, as applicable, and fifteen (15) feet from any corner street right-of-way.

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: LIAM O'REILLY  
By: [Signature]  
Print Name: JESSICA D LEE

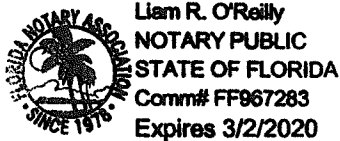
By: [Signature]  
Maurice Rudolph,  
Vice President – Land Operations

STATE OF FLORIDA

COUNTY OF ST. JOHN'S

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of DECEMBER, 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)



[Signature]  
NOTARY PUBLIC  
Print Name: LIAM R. O'REILLY  
My commission expires: 3-2-20

[Signature Page to Third Amendment to Declaration]