

Prepared by and return to:

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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ARTISAN LAKES (this "Amendment") is made this 26th day of April, 2017, 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, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes recorded on December 28, 2016, in O.R. Book 17824, Page 1014 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, and that certain Second Supplement to Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes recorded on April 26, 2017, in O.R. Book 17959, Page 1071 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.

(a) Section 1 of Article I of the Declaration is hereby amended by adding the following new subsection at the end of such Section 1:

(dd) "Phase 2B Plat" shall mean the plat of Artisan Lakes Phase 2B recorded at Plat Book 69, Page 167 of the Public Records of Duval County, Florida.

(b) Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Declaration.

3. Pedestrian Ingress/Egress Easement. Section 15 of Article VII of the Declaration is hereby amended and restated in its entirety to read as follows:

Section 15. Pedestrian Ingress/Egress Easement.

(a) There is shown on the Phase 1 Plat a "Pedestrian Ingress/Egress Easement" on Lots 184 and 185, and there is shown on the Phase 2B Plat a "Pedestrian Ingress/Egress Easement" on Lots 172 and 173. Declarant hereby reserves unto itself and grants to the Association a non-exclusive easement for the installation, maintenance, repair and replacement of landscaping and other improvements within such Pedestrian Ingress/Egress Easements. Declarant hereby grants to the Owners of Lots 172, 173, 184 and 185 a non-exclusive easement for pedestrian ingress and egress, over and across such Pedestrian Ingress/Egress Easements for access to and from Tract G, as shown on the Phase 1 Plat. No fencing, landscaping or permanent improvements shall be installed or maintained in such Pedestrian Ingress/Egress Easements by the Owner of any Lot without the prior written consent of the Association and the approval of such improvements by the ACC.

(b) There is shown on the Phase 2B Plat a "Pedestrian Ingress/Egress Easement" on Lots 156, 157, 170 and 171. Declarant hereby reserves unto itself and grants to the Association a non-exclusive easement for the installation, maintenance, repair and replacement of landscaping and other improvements within such Pedestrian Ingress/Egress Easement. Declarant hereby grants to the Owners of Lots 156, 157, 170 and 171 a non-exclusive easement for pedestrian ingress and egress, over and across such Pedestrian Ingress/Egress Easement for access to and from Tract A, as shown on the Phase 2B Plat. No fencing, landscaping or permanent improvements shall be installed or maintained in such Pedestrian Ingress/Egress Easement by the Owner of any Lot without the prior written consent of the Association and the approval of such improvements by the ACC.

4. Use of Certain Common Areas. Subsection (a) of Section 17 of Article VII of the Declaration is hereby amended and restated as follows:

(a) Conservation Area.

(i) Tract H, as shown on the Phase 1 Plat, is subject to that certain Conservation Easement in favor of SJRWMD recorded at Book 17330, Page 1833 of the public records of Duval County, Florida, and Tract G, as shown on the Phase 2B Plat, is subject to a conservation easement in favor of SJRWMD, as described on the Phase 2B Plat. Such tracts are collectively referred to herein as the “Conservation Easement Areas”. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the conservation easement is prohibited. Without limiting the generality of the foregoing, the following activities are prohibited, subject to Declarant’s reserved rights set forth in the conservation easement or this Declaration: (i) construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground; (ii) dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials; (iii) removing or destroying trees, shrubs, or other vegetation; (iv) excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface; (v) surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition; (vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; (vii) acts or uses detrimental to such retention of land or water areas; and (viii) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(ii) The Association shall be responsible for the perpetual maintenance of the Conservation Easement Areas and may take action against Owners as necessary to enforce the conditions of the conservation easements.

(iii) The upland buffers adjacent to wetlands as shown on the Plat are to remain natural, vegetative, and undisturbed and represent a 25 foot averaged width but not less than 10 feet.

5. Wall/Fence Easements. A new Section 18 is hereby added to the end of Article VII as follows:

Section 18. Fence/Wall Easements.

(a) Declarant reserves to itself and grants to the Association a non-exclusive easement over the land designated as “10’ Wall Easement” on Lots 70 and 71, as shown on the Phase 2B Plat, and the land designated as “10’ Fence/Wall Easement” on Lots 143, 144, 155, 156, 171 and 172, as shown on the Phase 2B Plat (the “Fence/Wall Easement Area”), for the construction, maintenance, repair and/or replacement of the fences, walls and/or other related improvements constituting the

walls (the "Walls") located therein together with the right of ingress and egress over the Fence/Wall Easement Area for such purposes.

(b) Upon completion of construction of the Walls by Declarant, the Association shall be responsible for the maintenance, upkeep, repair and/or replacement of the Walls. The cost and expense thereof shall be an Association expense. In the event that any Owner (or any family member or invitee of any Owner), through negligence or intentional conduct, damages any Wall within the Fence/Wall Easement Area, then the Owner of the affected Lot shall pay for the cost to repair such damage immediately upon written demand by the Association. If the Owner fails to do so, the Association may assess the cost and expense of same as a Specific Assessment against the Owner(s) and the Lot(s) who have failed to pay for such damage, in accordance with this Declaration. Declarant and the Association shall have the reasonable right of access over the affected Lots at all times in order to access the Fence/Wall Easement Area for purposes of constructing, maintaining, repairing and/or replacing the Walls. Notwithstanding the foregoing, each Owner of a Lot upon which the Fence/Wall Easement Area is located shall be responsible for inspecting those portions of the Walls located on such Owner's Lot and promptly notifying the Association of any damage thereto or the need for maintenance or repair thereof.

(c) The Walls may not be removed by any Owner of any Lot. The Walls shall not be altered, painted, or otherwise modified in any manner from the initial installation thereof by Declarant without the consent of the Association, the ACC and the Owner(s) of any other Lot(s) on which the affected Wall is located. Except for initial construction of the Walls by Declarant, prior to commencing any construction of, or alteration to, any improvements within the Fence/Wall Easement Area, the Owner of the affected Lot shall obtain ACC approval of such improvements. Any improvements installed in the Fence/Wall Easement Area (after ACC approval thereof), other than the Walls, shall be maintained by the Owner of the applicable Lot, at its sole cost and expense.

6. Fences, Walls and Hedges. Subsection (i) of Section 13 of Article X of the Declaration is hereby amended and restated in its entirety as follows:

(i) Except as otherwise provided in this Declaration (including, without limitation, Section 18 of Article VII) or the Retaining Wall Easement, no walls or hedges shall be permitted within any portion of the Property designated as a Drainage Area, utility easement or similar easement or area, and any fences in such areas are subject to Section 13(e) of this Article X.

7. 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: Grace M. Watkins
Print Name: Grace M. Watkins

By: David Ewing
Print Name: David Ewing

By: Maurice Rudolph
Maurice Rudolph,
Vice President – Land Operations

STATE OF FLORIDA

COUNTY OF St John

The foregoing instrument was acknowledged before me this 21st day of April, 2017, 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

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

[Signature Page to Fourth Amendment to Declaration]