

**FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
MARINA SAN PABLO**

THESE AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARINA SAN PABLO ("Amendment") are made this 10TH day of JUNE 2018⁹ by **MARINA SAN PABLO MASTER ASSOCIATION, INC.**, a Florida not for profit corporation ("**Association**"), and joined by **MARINA SAN PABLO DEVELOPMENT, LLC**, a Florida Limited Liability Company ("**Developer**").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants and Restrictions for Marina San Pablo on was recorded on October 24, 2006, in Official Records Book 13599, Page 1753, of the public records of Duval County, Florida (the "Declaration");

WHEREAS, the Declaration was previously amended by the First Amendment to Declaration of Covenants and Restrictions for Marina San Pablo recorded in Official Records Book _____, Page _____; and the Second Amendment to Declaration of Covenants and Restrictions for Marina San Pablo, recorded in Official Records Book _____, Page _____; and the Third Amendment to Declaration of Covenants and Restrictions for Marina San Pablo, recorded in Official Records Book _____, Page _____, of the public records of Duval County, Florida;

WHEREAS, under Section 11.7 the Association has right and authority to amend the Declaration by an affirmative vote of the Owners holding two-thirds or more of the total voting interest of the Association.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations paid, Association, joined by the Developer, hereby amends the Declaration in accordance with the provisions set forth hereinafter (additions are underlined and deletions are ~~stricken~~).

1. Section 10.1 is to be amended as follows:

Section 10.1 Construction, Use and Maintenance. The Developer intends to expand the Marina located within the Property to include up to ninety (90) individual Marina Slips and associated mooring facilities. Upon acquisition of all necessary permits and completion of construction of the Marina, the Developer may, but is not obligated to convey the Marina to the Association as Limited Common Area, subject to the Developer's exclusive right to use all Marina Slips. The Association shall accept such conveyance and assume all obligations of the Developer in the applicable permits. Neither ownership of a Lot or Unit, nor membership in the Association shall grant any Owners the right to use a Marina Slip. ~~Developer, in its sole discretion,~~ Developer or Association may assign such exclusive right to use a Marina Slip(s) to any Owner pursuant to the procedure set forth in Section 10.2 below ~~or non-Owner who has individually, or through~~

~~membership in an incorporated property owners' association, entered into a cross-access or cost sharing agreement with the Association related to the use of the Marina and the Marina Slips ("Permitted Owner") pursuant to the procedure set forth in Section 10.2 below.~~ Any such use of the Marina Slips is subject to any covenants granted or reserved by this Declaration, to the Developer, the Association, or any other specific beneficiary provided in this Declaration. So long as the Developer is the owner of any Lot or Unit, or retains the right to use any Marina Slip, the Developer reserves the right to modify the Marina and any permits or approvals associated therewith in its sole discretion without the consent of any other party. The Association and Slip Owners shall maintain the Marina in accordance with the provisions of Article V of this Declaration. So long as the Developer is the owner of any Lot or Unit, or retains the right to use any Marina Slip, the Developer shall enact rules and regulations related to use of the Marina Slips. Upon the Developer's sale of the right to use all Marina Slips, the Board may modify and enforce such rules and regulations applicable to the use of the Marina Slips. Developer may at its sole discretion, assign the right to use any Marina Slip to the Association.

2. Section 10.2 is to be amended as follows:

Section 10.2. Marina Slip Assignment. ~~The Developer, in its sole discretion, and Association~~ reserves the right to assign any and all Marina Slips to any Permitted Owner for whatever consideration ~~Developer or Association~~ deems appropriate. All assignments of Marina Slips shall be made in writing, but shall not be recorded in the Duval County Public Records ("Marina Slip Assignment"). The Association shall maintain a record ("Assignment Book") to memorialize the current assignment of each Marina Slip. A Permitted Owner who has acquired a Marina Slip from the Developer, Association, or any other Permitted Owner shall have the right, at any time after the Developer has assigned all available Marina Slips, to a Permitted Owner or the Association to transfer or assign any of its Marina Slips to any other Permitted Owner. Upon assignment of such Marina Slip, the marina slip assignee shall promptly provide a copy of the Marina Slip Assignment to the Association for recording in the Assignment Book.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK]

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written.

Signed, sealed, and delivered in the presence of:

MARINA SAN PABLO MASTER ASSOCIATION, INC.

By: Michael A Geister
Its: Master Association President

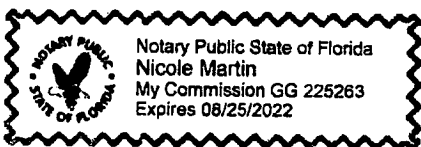
Attest: Lynn A Dahlberg
Lynn A Dahlberg

Attest: Eric Misettier
ERIC MISSETTIER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 6 day of June, 2018, by Michael A Geister, as Director of MARINA SAN PABLO MASTER ASSOCIATION, INC., produced a Florida Driver's License as identification and did take an oath.

Nicole Martin
Notary Public, State of Florida



MARINA SAN PABLO DEVELOPMENT, LLC joins in the foregoing Fourth Amendment to the Declaration of Covenants and Restrictions for Marina San Pablo to which this Consent is attached to evidence its consent and joinder to the amended provisions of the Declaration; provided, however, nothing in this consent and joinder shall constitute an assumption of any obligations and/or liabilities by Marina San Pablo Development, LLC of the Developer under the Declaration, nor shall this consent and joinder provide the Association with any right to assign to an Owner any Marina Slips currently assigned to Marina San Pablo Development, LLC.

Signed, sealed, and delivered
in the presence of:

MARINA SAN PABLO DEVELOPMENT,
LLC, a Florida limited liability company
By: Remi Properties, Inc., a Florida Corporation, its Manager
By: Paul L. Vavala
Its: Vice President

Attest: [Signature]
FERRI NYQUIST

Attest: [Signature]
Victor A. Chaffiot

STATE OF Florida
COUNTY OF Brevard

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 13 day of May, 2018, by PAUL L. VAVALA, as Vice Pres. - Remi Properties of MARINA SAN PABLO DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company, who, produced a Florida Driver's License as identification and did take an oath.

[Signature]
Notary Public, State of Florida

