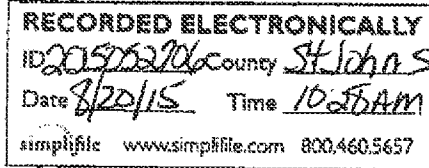


This document prepared by and return to:

D. Randall Briley, Esq.  
Briley & Deal, LLC  
2215 S. Third Street, Suite 101  
Jacksonville Beach, FL 32250



*OR Book 4073 page 1826*

**SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE PALMS AT NOCATEE**

This SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE is made effective the 27<sup>th</sup> day of July, 2015 by DFH LAND, LLC, a Florida limited liability company, hereinafter the "Owner" and The PALMS AT NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation hereinafter, the "Association".

Recitals:

- A. The DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE is recorded in official Records Book 17064, at Page 1826 of the current public records of Duval County, Florida, hereinafter the "Declaration".
- B. THE Declaration has been amended by the FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE, recorded in official Records Book 17124, at Page 2093 of the current public records of Duval County, Florida, hereinafter the "First Amendment".
- C. The Declaration is recorded in official Records Book 4073 at Page 1172 of the public records of St. Johns County, Florida.
- D. The First Amendment is recorded in official Records Book 4073, at Page 1361 of the public records of St. Johns County, Florida.
- E. Section 13.7 of the Declaration provides that a two thirds (2/3) vote of the total votes of the Association may amend the Declaration.
- F. A vote has been taken and more than two thirds of the total votes of the Association have approved this SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE which provides as more particularly described below:

NOW THEREFORE, the Association hereby amends the Declaration as follows:

1. All terms capitalized herein shall have the meaning as contained herein or if not defined herein shall have the same meaning as provided in the Declaration.
2. Exhibit A as referred to in the Recitals and the Declaration paragraph shall be amended to add the land contained within Palms at Nocatee East. An Addendum to Exhibit "A" is attached hereto and made a part thereof.

The Developer hereby subjects the land described as Palms at Nocatee East to the Declaration and the First Amendment. All references in the Declaration and the First Amendment to the Property or the Land shall refer to The Palms at Nocatee and to the Palms at Nocatee East.

3. Section 4.4 shall be amended to read as follows:

**Section 4.4 Tracts Retained by Developer & Assigns.** The Plat of the Palms at Nocatee Phase I provides that the Developer or its successors and assigns shall retain ownership and be responsible for maintenance of Tracts A, B, C, D, E, F, G, I, J and K as indicated on the Plat for the Palms at Nocatee Phase I, attached hereto as Exhibit "A". Developer or its successors and assigns shall be responsible for maintenance of those tracts listed in this Section 4.4 and the Assessments provide under Article VII shall be used for such maintenance.

The Plat of the Palms at Nocatee East provides that the Developer or its successors and assigns shall retain ownership and be responsible for maintenance of Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, Y, Z, AA and BB as indicated on the Plat for the Palms at Nocatee East, attached hereto as a part of Exhibit "A". Developer or its successors and assigns shall be responsible for maintenance of those tracts listed in this Section 4.4 and the Assessments provide under Article VII shall be used for such maintenance.

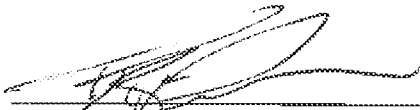
4. Section 6.5 is amended to read as follows:

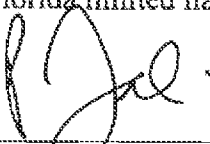
**Section 6.5 Pump Stations.** Tract H of the Palms at Nocatee Phase I is dedicated to the JEA for use as a pump station, (see Exhibit A). JEA shall be responsible for maintenance of Tract H and the pump station. Tract X of the Palms at Nocatee East is dedicated to the JEA for use as a pump station, (see Exhibit A as amended herein). JEA shall be responsible for maintenance of Tract X and the pump station.

5. Section 9.1(h) is amended to read as follows:

(b) Parking. All vehicles shall be parked and stored within the garages or on driveways on the Lots. The number of vehicles parked in a driveway may not exceed the number of garage doors for that home (i.e., 1 Car Garage = 1 Car in Driveway, 2 Car Garage = 2 Cars in Driveway and 3 Car Garage = 3 Cars in Driveway). No boats or recreational vehicles may be stored, parked or kept within the Property Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Association. No parking is allowed on the street rights-of-way, park areas, or other Common Property.

DFH Land, LLC (Developer)  
a Florida limited liability company

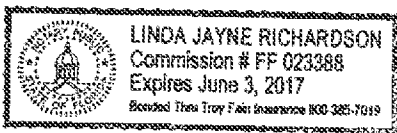
  
Print Name Brian C. McGowan

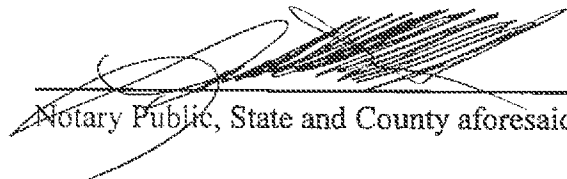
  
By: Patrick Zalupski  
Its Manager

  
Print Name Linda J. Richardson


STATE OF FLORIDA  
COUNTY OF Duval

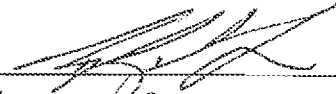
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2015 by Patrick Zalupski, as Manager of DFH Land, LLC, a Florida limited liability company, on behalf of the company, [] who is personally known to me or [] who has produced a driver's license as identification and who did/did not take an oath.

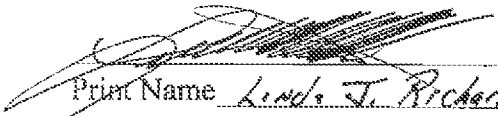


  
Notary Public, State and County aforesaid

The PALMS AT NOCATEE  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation

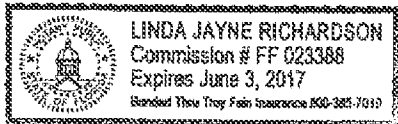
  
Print Name JAMES D. FARRAR, III


  
By: BATEY C. MCGRAW  
Its President

  
Print Name Linda J. Richardson

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2015 by Batey C. McGraw, as President of The PALMS AT NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,  who is personally known to me or  who has produced a driver's license as identification and who did/did not take an oath.



  
Notary Public, State and County aforesaid

PALMS AT NOCATEE - EAST  
PART OF SECTION 30, TOWNSHIP 4 SOUTH RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 74 PAGE 5  
SHEET 1 OF 11 SHEETS  
BY WALTER H. HARRIS, CIVIL ENGINEER

SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

THE SEVERAL PARCELS OF LAND HEREIN DESCRIBED ARE PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF THE PALMS AT NOCATEE - EAST, PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, FILED FOR RECORD IN THE PUBLIC OFFICE OF ST. JOHNS COUNTY, FLORIDA, ON THE 15TH DAY OF FEBRUARY, 1954, IN BOOK 74, PAGE 5.

THE SEVERAL PARCELS OF LAND HEREIN DESCRIBED ARE PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF THE PALMS AT NOCATEE - EAST, PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, FILED FOR RECORD IN THE PUBLIC OFFICE OF ST. JOHNS COUNTY, FLORIDA, ON THE 15TH DAY OF FEBRUARY, 1954, IN BOOK 74, PAGE 5.

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CREAM RIDGE HOMES, LLC  
BY: [Signature]  
WALTER H. HARRIS, CIVIL ENGINEER

DELL AND LUC  
BY: [Signature]  
WALTER H. HARRIS, CIVIL ENGINEER

WILSON & SONS, INC.  
BY: [Signature]  
WALTER H. HARRIS, CIVIL ENGINEER

SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA  
THE SEVERAL PARCELS OF LAND HEREIN DESCRIBED ARE PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF THE PALMS AT NOCATEE - EAST, PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, FILED FOR RECORD IN THE PUBLIC OFFICE OF ST. JOHNS COUNTY, FLORIDA, ON THE 15TH DAY OF FEBRUARY, 1954, IN BOOK 74, PAGE 5.



WALTER H. HARRIS, CIVIL ENGINEER  
1000 W. BAY STREET, JACKSONVILLE, FLORIDA



EXHIBIT A

PALMS AT NOCATEE - EAST  
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 72 PAGE 6  
SHEET 2 OF 11 SHEETS  
SEE SHEET 1 FOR GENERAL NOTES

CERTIFICATE OF APPROVAL AND ACCEPTANCE  
I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above described plat has been prepared in accordance with the provisions of the Florida Statutes, and that the same is a true and correct copy of the original as filed in my office.

CERTIFICATE OF APPROVAL OF SURVEYOR  
I, the undersigned, being a duly qualified and licensed Professional Surveyor, do hereby certify that the above described plat has been prepared in accordance with the provisions of the Florida Statutes, and that the same is a true and correct copy of the original as filed in my office.



CERTIFICATE OF THE CLERK  
I, the undersigned, being the duly qualified and licensed Clerk of the Court, do hereby certify that the above described plat has been filed in my office in accordance with the provisions of the Florida Statutes, and that the same is a true and correct copy of the original as filed in my office.

CERTIFICATE OF COUNTY CLERK  
I, the undersigned, being the duly qualified and licensed County Clerk, do hereby certify that the above described plat has been filed in my office in accordance with the provisions of the Florida Statutes, and that the same is a true and correct copy of the original as filed in my office.

CERTIFICATE OF PLAT REVIEW  
I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above described plat has been reviewed and found to be in accordance with the provisions of the Florida Statutes, and that the same is a true and correct copy of the original as filed in my office.

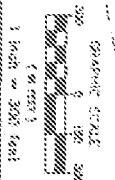
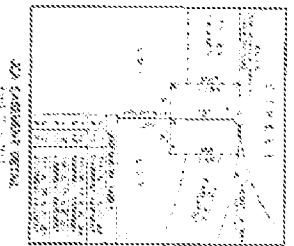
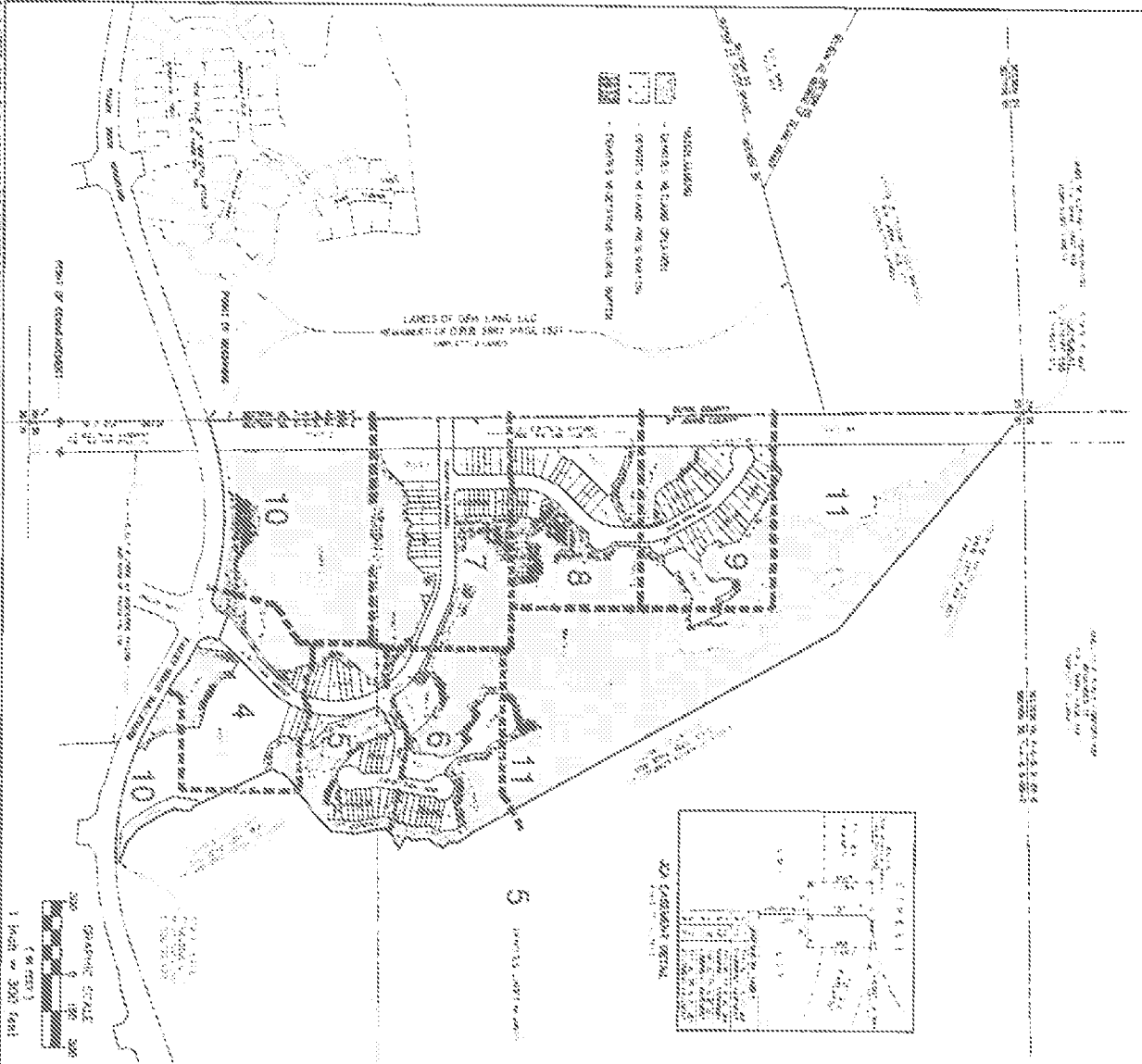
CERTIFICATE OF APPROVAL  
I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above described plat has been prepared in accordance with the provisions of the Florida Statutes, and that the same is a true and correct copy of the original as filed in my office.

*[Handwritten signature]*  
DATE: 10/15/2010

  
BARTON AND BRADY SURVEYING, INC.  
10000 W. UNIVERSITY BLVD., SUITE 200  
DADE CITY, FLORIDA 34608  
TEL: 813-841-1111  
FAX: 813-841-1112  


PALMS AT NOCATEE - EAST  
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 76 PAGE 7  
SHEET 1 OF 11 SHEETS

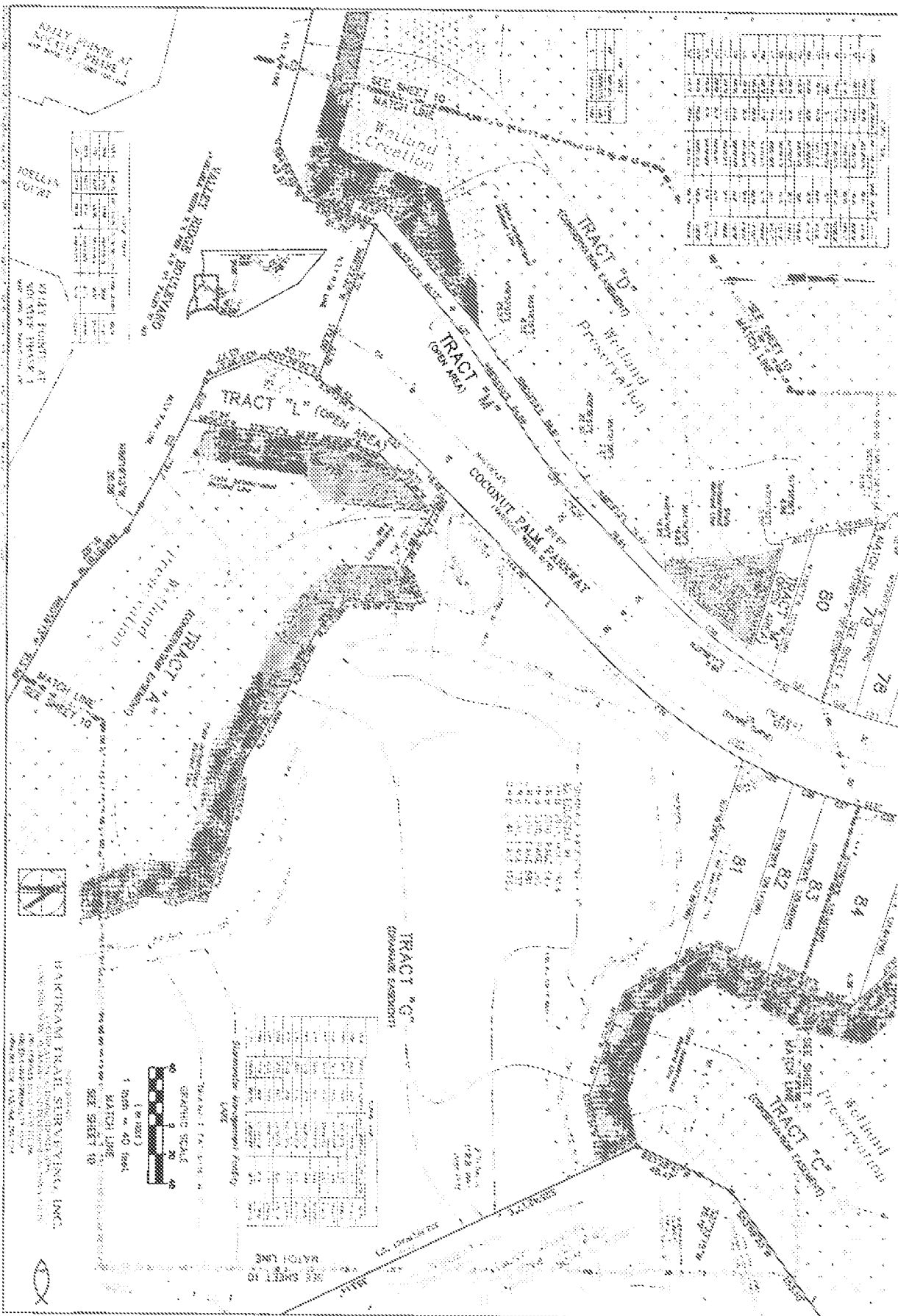


ALSO:  
 1. CERTAIN EASEMENTS  
 2. RIGHTS OF WAY  
 3. RIGHTS OF UTILITIES  
 4. RIGHTS OF PUBLIC UTILITIES  
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 98. RIGHTS OF PUBLIC UTILITIES  
 99. RIGHTS OF PUBLIC UTILITIES  
 100. RIGHTS OF PUBLIC UTILITIES

PLANNED BY: PALMS AT NOCATEE, LLC  
 PREPARED BY: KENNETH LANDSCAPE ARCHITECTS, INC.  
 1000 S. W. 10TH AVENUE, SUITE 100  
 MIAMI, FLORIDA 33135  
 DATE: 08/15/2011

PALMS AT NOCATEE - EAST  
 PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 20 EAST, 5TH JOHN'S COUNTY, FLORIDA

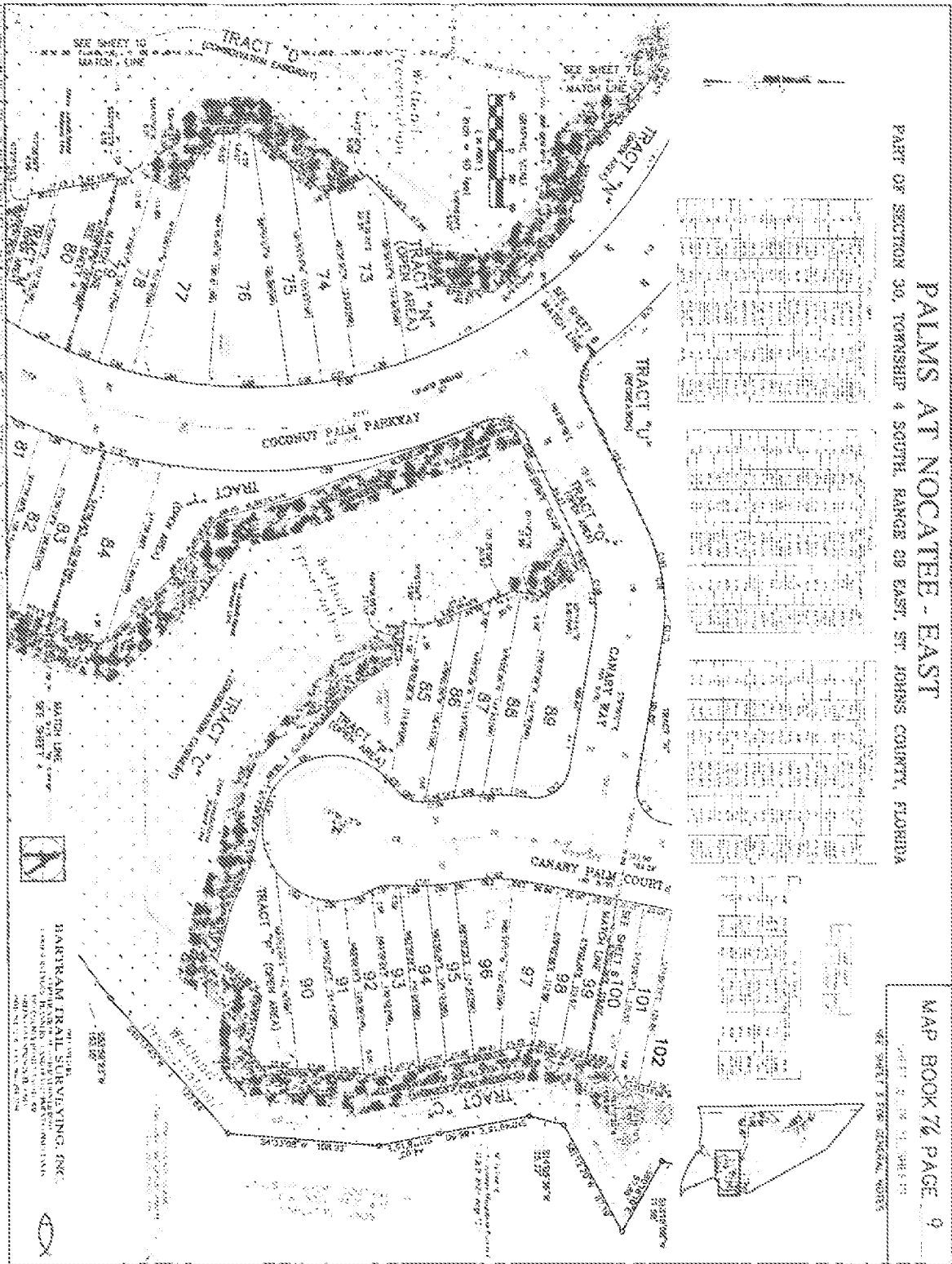
MAP BOOK 76, PAGE 8  
 SHEET 4 OF 11 SHEETS  
 SEE SHEET 3 FOR GENERAL NOTES



HARTMAN TRAIL SURVEYING, INC.  
 10000 W. 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80231  
 PHONE: 303.755.1500  
 FAX: 303.755.1501  
 WWW.HARTMANTRAIL.COM

PALMS AT NOCATEE - EAST  
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 09 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 74 PAGE 9



HARRAM DRILL SURVEYING, INC.  
1400 S. UNIVERSITY AVENUE  
TALLAHASSEE, FLORIDA 32310  
TEL: (904) 833-1111  
FAX: (904) 833-1112



PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 5TH JOHN'S COUNTY, FLORIDA

PALMS AT NOCATTEE - EAST

MAP BOOK 76 PAGE 11

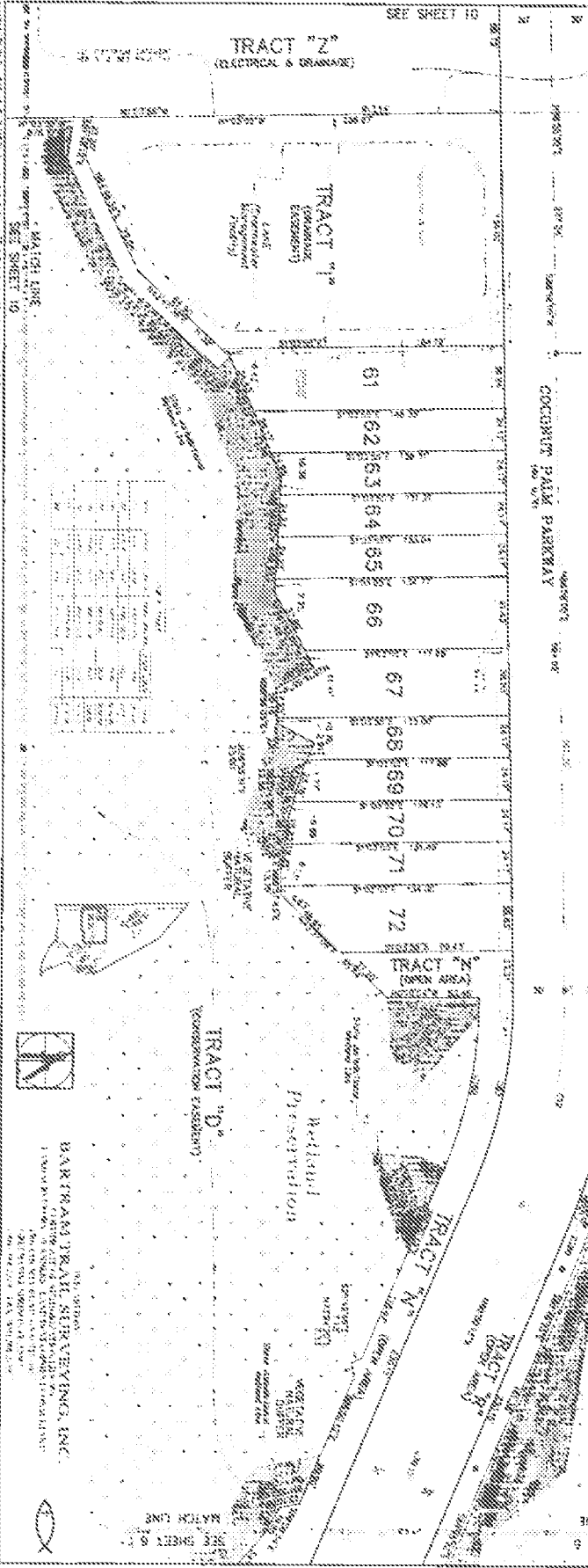
SHEET 7 OF 11 SHEETS  
SEE SHEET 3 FOR GENERAL NOTES

TRACT "AA" (RECREATION & DRAINAGE)

9	1.00
8	1.00
7	1.00
6	1.00
5	1.00
4	1.00
3	1.00
2	1.00
1	1.00

TRACT "C" (CONSERVATION EASEMENT)

50	1.00
51	1.00
52	1.00
53	1.00
54	1.00
55	1.00
56	1.00
57	1.00
58	1.00
59	1.00
60	1.00



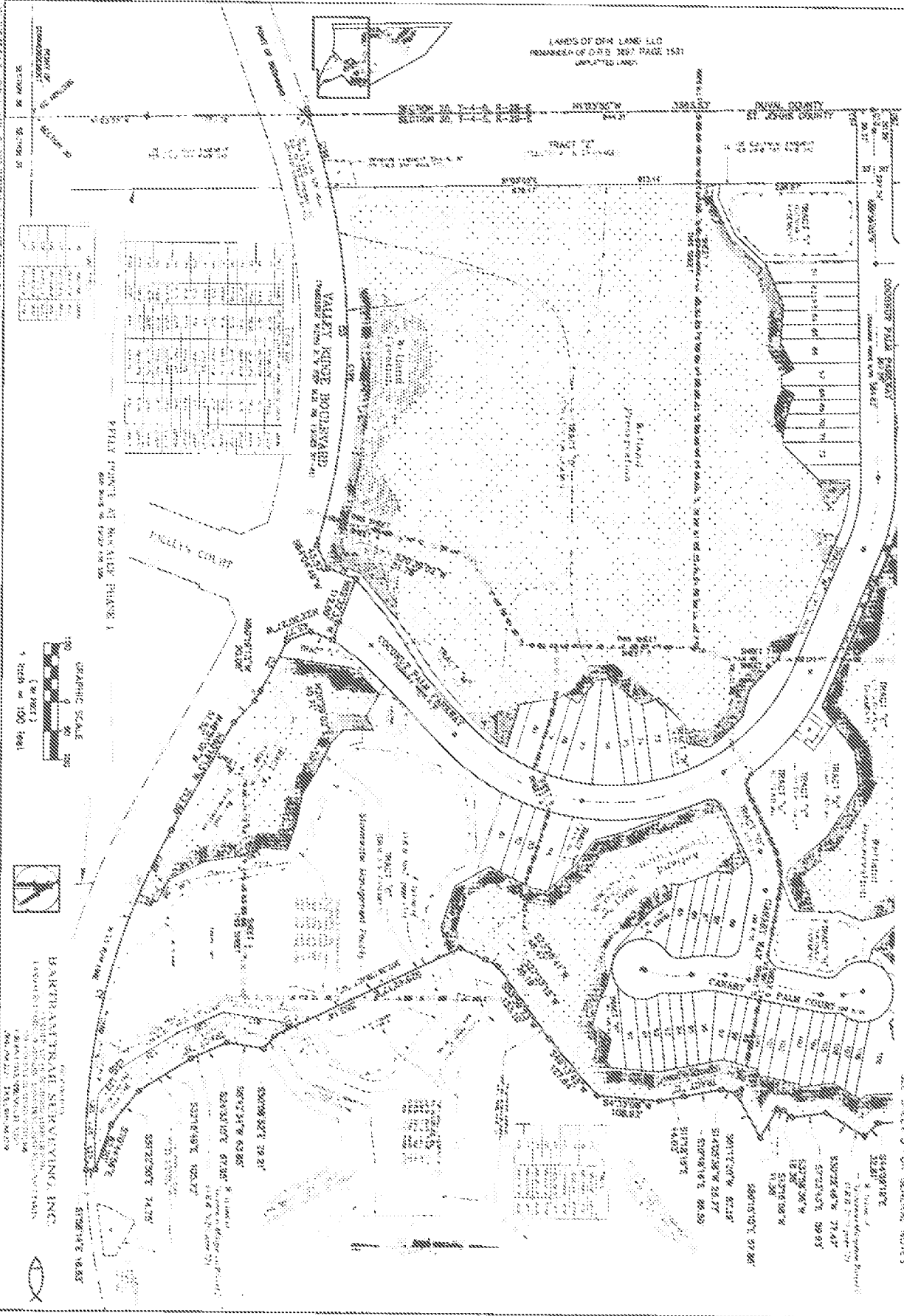
BAR TRACT REAL SERVICES, INC.  
1000 W. PALM BLVD., SUITE 100  
PALM BEACH, FLORIDA 33480  
TEL: 561-833-1111





PALMS AT NOCATTEE - EAST  
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

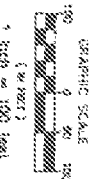
MAP BOOK 76, PAGE 74  
SHEET 10 OF 12 SHEETS  
SEE SHEET 11 FOR SOUTHERN PORTION



LANDS OF OPM LAND, LLC  
RECORDED IN O.R.B. 2017 PAGE 1531  
UNIMPROVED LAND

PROPERTY TAX MAP

TRACT NO.	AREA (AC)	OWNER
TRACT 1	0.12	...
TRACT 2	0.15	...
TRACT 3	0.18	...
TRACT 4	0.20	...
TRACT 5	0.22	...
TRACT 6	0.25	...
TRACT 7	0.28	...
TRACT 8	0.30	...
TRACT 9	0.32	...
TRACT 10	0.35	...
TRACT 11	0.38	...
TRACT 12	0.40	...
TRACT 13	0.42	...
TRACT 14	0.45	...
TRACT 15	0.48	...
TRACT 16	0.50	...
TRACT 17	0.52	...
TRACT 18	0.55	...
TRACT 19	0.58	...
TRACT 20	0.60	...
TRACT 21	0.62	...
TRACT 22	0.65	...
TRACT 23	0.68	...
TRACT 24	0.70	...
TRACT 25	0.72	...
TRACT 26	0.75	...
TRACT 27	0.78	...
TRACT 28	0.80	...
TRACT 29	0.82	...
TRACT 30	0.85	...
TRACT 31	0.88	...
TRACT 32	0.90	...
TRACT 33	0.92	...
TRACT 34	0.95	...
TRACT 35	0.98	...
TRACT 36	1.00	...
TRACT 37	1.02	...
TRACT 38	1.05	...
TRACT 39	1.08	...
TRACT 40	1.10	...
TRACT 41	1.12	...
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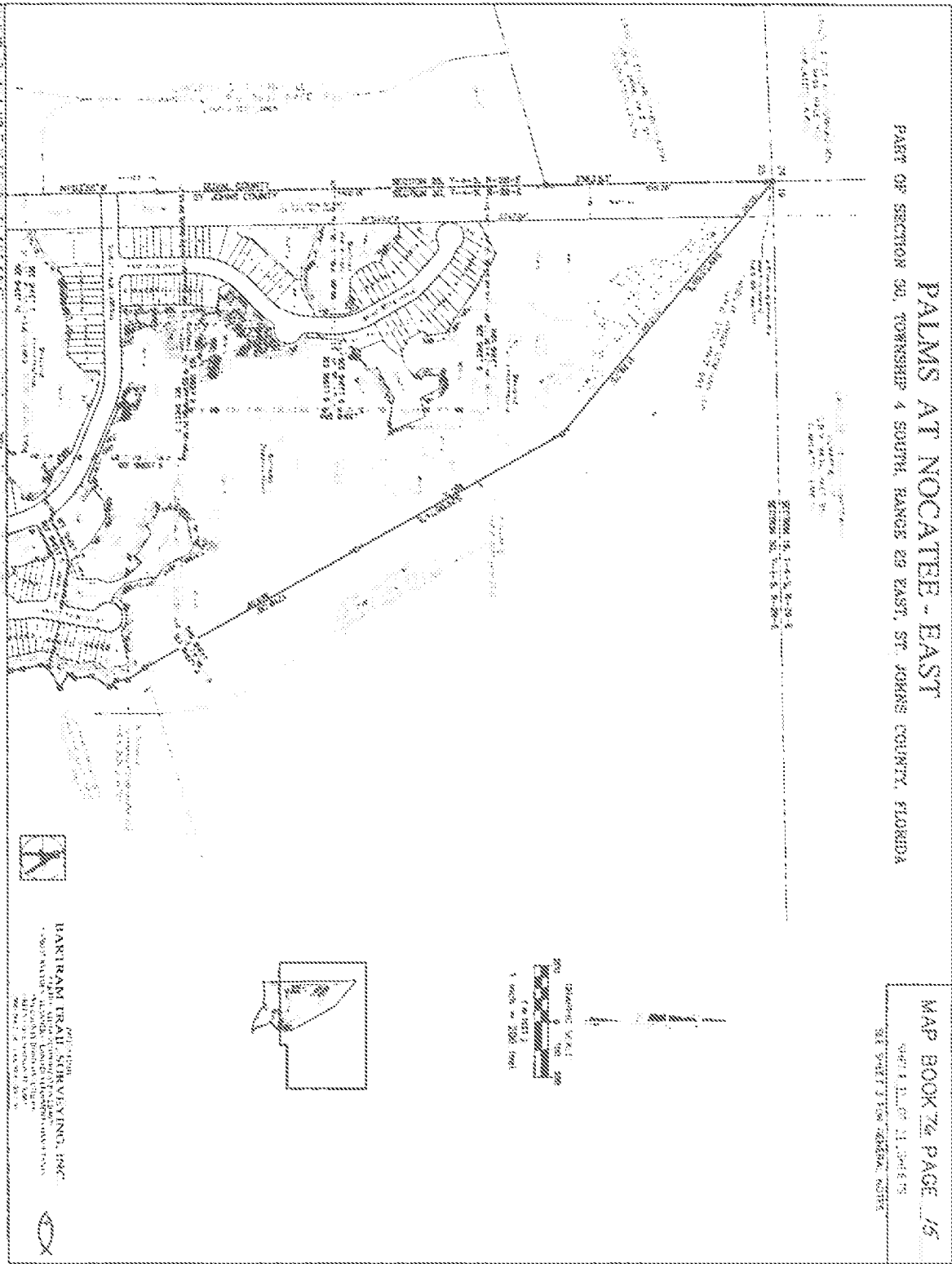


BAKER SURVEYING & CONSULTING, INC.  
14000 S.W. 10th Street, Suite 100  
Miami, FL 33186  
Tel: 305.444.1111



PALMS AT NOCATEE - EAST  
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 23 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 74 PAGE 16  
APRIL 21, 2015  
ST. JOHNS COUNTY, FLORIDA



HARRARI TRAU SURVEYING, INC.  
1000 N. W. 10th St.  
Fort Lauderdale, FL 33304  
Phone: (954) 561-1111  
Fax: (954) 561-1112  
www.harrari.com



**JOINDER AND CONSENT TO SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE BY DFH LAND, LLC**

KNOW ALL MEN BY THESE PRESENTS, that Medley Capital Corporation, a Delaware corporation, ("the Lender"), the owner and holder of the following described loan documents ("the Loan Documents"):

Mortgage, Security Agreement, Assignment of Rents and Fixture Filing from DFH LAND, LLC, DFH GREYHAWK LLC, DFH WILDWOOD, LLC, DFH CORONA, LLC, DFH JOHNS LANDING, LLC, DFH MAGNOLIA, LLC and DFH MANDARIN, LLC, each a Florida limited liability company, to Lender, its successors and/or assigns, dated September 13, 2013, and recorded September, 19, 2013 in O.R. Book 16532, Page 1806; Assignment of Leases and Rents and Security Deposits to Medley Capital Corporation dated September 13, 2013 and recorded September 19, 2013, in O.R. Book 16532, Page 1841; Agreement of Spreader and Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Filing dated June 30, 2014, recorded July 8, 2014 in O.R. Book 16837, Page 2359; Modification Agreement dated June 30, 2014, recorded July 8, 2014 in O.R. Book 16837, Page 2377; Modification Agreement dated June 30, 2014, recorded July 8, 2014 in O.R. Book 16837, Page 2401; Agreement of Spreader and Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Filing dated August 8, 2014, recorded August 13, 2014, in O. R. Book 16876, Page 1009; Agreement of Spreader and Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Filing dated November 21, 2014, recorded November 24, 2014 in O.R. Book 16985, Page 2164; Agreement of Spreader and Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Filing dated January 30, 2015, recorded February 2, 2015 in O.R. Book 17052, Page 2424; Agreement of Spreader and Modification of Mortgage and Security Agreement, Assignment of Rents and Fixture Filing dated February 6, 2015, recorded February 9, 2015 in O.R. Book 17061, Page 1; Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated May 29, 2015, recorded June 2, 2015 in O.R. Book 17185, page 993; Assignment of Leases and Rents and Security Deposits dated May 29, 2015, recorded June 2, 2015 in O.R. Book 17185, page 1037; Modification Agreement dated May 29, 2015, recorded June 2, 2015 in O.R. Book 17185, page 1070; Modification Agreement dated May 29, 2015, recorded June 2, 2015 in O.R. Book 17185, page 1104; UCC-1 Financing Statement recorded September 19, 2013 in O.R. Book 16532, Page 1866; Amendment to UCC-1 Financing Statement recorded July 8, 2014 in O.R. Book 16837, Page 2427; UCC-1 Financing Statement recorded November 24, 2014 in O.R. Book 16985, Page 2184; all of the Current Public Records of Duval County, Florida;

hereby joins in and consents to the terms and conditions of that certain SECOND AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, FOR THE PALMS AT NOCATEE (the "Amendment") by DFH LAND, LLC, a Florida limited liability company, to which Amendment this joinder is attached for the purpose of acknowledging its consent to the covenants, conditions, restrictions, and

easements of the Declaration as amended and the imposition of the same upon the property subject to the Loan Documents.

*(Signature page follows)*

31<sup>st</sup> IN WITNESS WHEREOF, the Lender has caused this presents to be executed as of the day of July, 2015.

Witnesses:

First Witness

Print Name

*[Signature]*  
James Jacobs

Second Witness

Print Name

*[Signature]*  
Debra Hershey

Medley Capital Corporation,  
a Delaware corporation

By:

Name: Richard Allorto

Its: Chief Financial Officer

*[Signature]*

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of July, 2015, before me personally appeared Richard Allorto, as Chief Financial Officer of Medley Capital Corporation, on behalf of said corporation.

WITNESS my signature and official seal at 375 Park Ave., in the County and State aforesaid, the day and year last aforementioned.

My Commission Expires: 6/17/2017

NOTARY PUBLIC - State of New York

Print Name

Rachel Cross

Personally known  OR Produced identification

Type of Identification Produced \_\_\_\_\_

**Rachel Cross**  
Notary Public, State of New York  
No. 81CR6284283  
Qualified in New York County  
My Commission Expires June 17, 2017

*[Handwritten mark]*

**JOINDER AND CONSENT TO SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE BY DFH LAND, LLC**

KNOW ALL MEN BY THESE PRESENTS, that Medley Capital Corporation, a Delaware corporation, (the "Lender"), the owner and holder of the following described loan documents (the "Loan Documents"):

Mortgage, Security Agreement, Assignment of Rents and Fixture Filing from DFH LAND, LLC, DFH GREYHAWK LLC, DFH WILDWOOD, LLC, DFH CORONA, LLC, DFH JOHNS LANDING, LLC, DFH MAGNOLIA, LLC and DFH MANDARIN, LLC, each a Florida limited liability company, to Lender, its successors and/or assigns, dated September 13, 2013 and recorded September 18, 2013 in O.R. Book 3791, page 736; Assignment of Leases and Rents and Security Deposits, dated September 13, 2013 and recorded September 18, 2013 in O.R. Book 3791, page 771; UCC-1 Financing Statement recorded September 18, 2013 in O.R. Book 3791, page 796; Agreement of Spreader and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated June 30, 2014 and recorded July 8, 2014 in O.R. Book 3901, page 791; Modification Agreement, dated June 30, 2014 and recorded July 8, 2014 in O.R. Book 3901, page 809; Modification Agreement, dated June 30, 2014 and recorded July 8, 2014 in O.R. Book 3901, page 833; Amended UCC-1 Financing Statement recorded July 8, 2014 in O.R. Book 3901, page 859; Agreement of Spreader and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated November 21, 2014 and recorded November 24, 2014 in O.R. Book 3957, page 737; Amended UCC-1 Financing Statement recorded July 8, 2014 in O.R. Book 3957, page 757; Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated May 29, 2015, recorded June 2, 2015 in O.R. Book 4035, page 1303; Assignment of Leases and Rents and Security Deposits, dated May 29, 2015 and recorded June 2, 2015 in O.R. Book 4035, page 1347; Modification Agreement dated May 29, 2015, recorded June 2, 2015 in O.R. Book 4035, page 1380; Modification Agreement dated May 29, 2015, recorded June 2, 2015 in O.R. Book 4035, page 1414; Agreement of Spreader and Modification of Mortgage dated July 2, 2015, recorded July 2, 2015 in O.R. Book 4052, Page 734; Agreement of Spreader and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated July 2, 2015, recorded July 2, 2015 in O.R. Book 4052, Page 751; Amended UCC-1 Financing Statement recorded July 2, 2015 in O.R. Book 4052, page 768; all of the Public Records of St. Johns County, Florida, pursuant to the requirements of Section 177.081(2), Florida Statutes;

hereby joins in and consents to the terms and conditions of that certain SECOND AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, FOR THE PALMS AT NOCATEE (the "Amendment") by DFH LAND, LLC, a Florida limited liability company, to which Amendment this joinder is attached for the purpose of acknowledging its consent to the covenants, conditions, restrictions, and easements of the Declaration as amended and the imposition of the same upon the property subject to the Loan Documents.

31<sup>st</sup> IN WITNESS WHEREOF, the Lender has caused this presents to be executed as of the 31<sup>st</sup> day of July, 2015.

Witnesses

[Signature]  
 First Witness

Jamel Jaws  
 Print Name

[Signature]  
 Second Witness

Dale L. Hersey  
 Print Name

Medley Capital Corporation,  
 a Delaware corporation

By: [Signature]  
 Name: Richard Allorto  
 Its: Chief Financial Officer

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of July, 2015, before me personally appeared Richard Allorto, as Chief Financial Officer of Medley Capital Corporation, on behalf of said corporation.

WITNESS my signature and official seal at 375 park Ave, in the County and State aforesaid, the day and year last aforementioned.

My Commission Expires: 6/17/2017

[Signature]  
 NOTARY PUBLIC - State of New York

Rachel Cross  
 Print Name

Personally known  OR Produced identification   
Type of Identification Produced \_\_\_\_\_

Rachel Cross  
 Notary Public, State of New York  
 No. 81CR6386283  
 Qualified in New York County  
 My Commission Expires June 17, 2017

12017

**JOINDER AND CONSENT TO SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE BY DFH LAND, LLC**

KNOW ALL MEN BY THESE PRESENTS, that Texas Capital Bank, National Association, a Texas corporation, ("the Lender"), the owner and holder of the following described loan documents ("the Loan Documents").

Assignment to Lender of the Amended and Restated Mortgage, Security Agreement, Assignment of Rents, Fixtures Filing and Spreader Agreement from DFH Land, LLC, a Florida limited liability company, to Medley Capital, its successors and/or assigns, (dated September 13, 2013, recorded September 19, 2013 in O. R. Book 16533, page 610) dated June 30, 2014, recorded July 8, 2014 in O.R. Book 16837, Page 2293; Further Amended and Restated Mortgage, Security Agreement, Assignment of Rents, Fixtures Filing and Spreader Agreement from DFH Land, LLC, a Florida limited liability company, to Lender, its successors and/or assigns, dated June 30, 2014, recorded July 8, 2014 in O.R. Book 16837, Page 2304; Assignment of Leases and Rents and Security Deposits recorded September 19, 2013 in Official Records Book 16533, Page 635 as assigned to Texas Capital Bank by Assignment of Assignment of Leases and Rents and Security Deposits recorded July 8, 2014 in Official Records Book 16837, Page 2299; Mortgage Modification Agreement and Notice of Future Advances dated January 28, 2015, recorded January 30, 2015, in O. R. Book 17051, Page 380; Mortgage Spreader Agreement dated February 18, 2015, recorded February 19, 2015 recorded in O.R. Book 17071 Page 2039; Mortgage Spreader Agreement dated March 4, 2015, recorded March 6, 2015 recorded in O.R. Book 17088 Page 1155; Mortgage Spreader Agreement dated March 26, 2015, recorded March 31, 2015 recorded in O.R. Book 17113 Page 1306; Mortgage Spreader Agreement recorded April 9, 2015 recorded in O.R. Book 17125 Page 2171; Mortgage Spreader Agreement recorded May 1, 2015 recorded in O.R. Book 17151 Page 499; Mortgage Spreader Agreement recorded June 5, 2015 recorded in O.R. Book 17190 Page 807; Mortgage Spreader Agreement recorded June 24, 2015 recorded in O.R. Book 17210 Page 2430; Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated June 22, 2015 between DFH Land, et al, in favor of Texas Capital Bank recorded June 24, 2015 in Official Records Book 17211, Page 366; Mortgage Spreader Agreement recorded June 29, 2015 recorded in O.R. Book 17216 Page 546; Mortgage Spreader Agreement recorded July 13, 2015 recorded in O.R. Book 17231 Page 2239; UCC-1 Financing Statement recorded September 19, 2013 in Official Records Book 16533, Page 649 as assigned to Texas Capital Bank by document recorded July 8, 2014 in Official Records Book 16837, Page 2358; all of the Current Public Records of Duval County, Florida, hereby joins in and consents to the terms and conditions of that certain SECOND AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, FOR THE PALMS AT NOCATEE ("the "Declaration") by DFH LAND, LLC, a Florida limited liability company, to which Amendment this joinder is attached for the purpose of acknowledging its consent to the covenants, conditions, restrictions, and easements of the Declaration as amended and the imposition of the same upon the property subject to the Loan Documents.

*(Signature pages follow)*

IN WITNESS WHEREOF, the Lender has caused this presents to be executed as of the 27<sup>th</sup> day of July, 2015.

Witnesses:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

Margaret Niles  
First Witness  
Margaret Niles  
Print Name

By: [Signature]  
Name: Joe Hardy  
Its: Senior Vice President

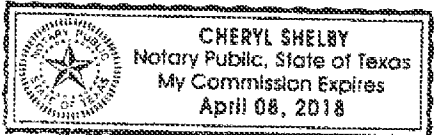
[Signature]  
Second Witness  
Jerry Schillaci  
Print Name

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 27 day of July, 2015, before me personally appeared Joe Hardy, as Senior Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Administrative Agent, on behalf of said corporation.

WITNESS my signature and official seal at Houston, in the County and State aforesaid, the day and year last aforementioned.



My Commission Expires: 4/8/18

[Signature]  
NOTARY PUBLIC - State of Texas  
Cheryl Shelby  
Print Name

Personally known  OR Produced identification   
Type of Identification Produced .....

**JOINDER AND CONSENT TO SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE BY DFH LAND, LLC**

KNOW ALL MEN BY THESE PRESENTS, that Texas Capital Bank, National Association, a Texas corporation, (“the Lender”), the owner and holder of the following described loan documents (“the Loan Documents”).

Amended and Restated Mortgage, Security Agreement, Assignment of Rents, Fixture Filing and Spreader Agreement from DFH LAND, LLC, DFH GREYHAWK, LLC, DFH WILDWOOD, LLC DFH CORONA, LLC DFH JOHNS LANDING, LLC, DFH MAGNOLIA, LLC and DFH MANDARIN, LLC (collectively, “DFH”) dated June 30, 2014, recorded July 8, 2014 in O. R. Book 3901, Page 694, together with Assignment of Leases and Rents and Security Deposits recorded September 19, 2013 in O. R. Book 3792, Page 76 as assigned to TEXAS CAPITAL BANK NATIONAL ASSOCIATION by Assignment recorded July 8, 2014 in O. R. Book 3901, Page 689, UCC-1 Financing Statement recorded September 19, 2013 in O. R. Book 3792, Page 90, as further amended by, UCC-3 Financing Statement (Amendment) recorded July 8, 2014 in O. R. Book 3901 Page 733 and as modified in favor of the premises to secure payment of the maximum principal sum of Forty Five Million and No/100 Dollars (\$45,000,000.00); Mortgage Modification and Notice of Future Advance dated January 28, 2015, recorded January 30, 2015 O.R. Book 3982, Page 440; Mortgage Spreader Agreement recorded May 8, 2015 in Official Records Book 4025, Page 784; Mortgage Modification Agreement and Notice of Future Advances dated June 22, 2015, recorded June 24, 2015 in Official Record Book 4047, Page 252; Mortgage, Security Agreement, Assignment of Rents, Fixture Filing dated June 22, 2015, recorded June 24, 2015 in Official Record Book 4047, Page 571; Mortgage Spreader Agreement recorded July 14, 2015 in Official Records Book 4056, Page 1686 as they may be further modified, amended and/ or assigned from time to time all of which are recorded in the public records of St. Johns County, Florida (collectively, the “Mortgage”), pursuant to the requirements of Section 177.081(2), Florida Statutes,

hereby joins in and consents to the terms and conditions of that certain SECOND AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, FOR THE PALMS AT NOCATEE (“the “Declaration”) by DFH LAND, LLC, a Florida limited liability company, to which Amendment this joinder is attached for the purpose of acknowledging its consent to the covenants, conditions, restrictions, and easements of the Declaration as amended and the imposition of the same upon the property subject to the Loan Documents.

*(Signature pages follow)*

IN WITNESS WHEREOF, the Lender has caused this presents to be executed as of the 27<sup>th</sup> day of July, 2015.

Witnesses:

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

Margaret Noles  
First Witness  
Margaret Noles  
Print Name

By: [Signature]  
Name: Joe Hardy  
Its: Senior Vice President

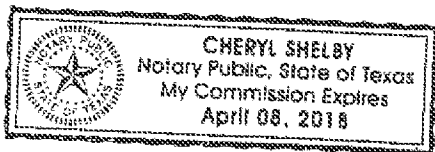
[Signature]  
Second Witness  
Jerry Schillaci  
Print Name

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 27 day of July, 2015, before me personally appeared Joe Hardy, as Senior Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Administrative Agent, on behalf of said corporation.

WITNESS my signature and official seal at Houston in the County and State aforesaid, the day and year last aforementioned.



My Commission Expires: 4/8/18

[Signature]  
NOTARY PUBLIC - State of Texas  
Cheryl Shelby  
Print Name

Personally known  OR Produced identification

Type of Identification Produced .....