

PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

Public Records of
St. Johns County, FL
Clerk # 2013034852,
O.R. 3736 PG 694-698
05/28/2013 at 11:06 AM,
REC. \$21.00 SUR. \$23.00

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR LAKESIDE**

THIS FIRST AMENDMENT ("First Amendment") is made effective as of March 27, 2013, by **TC DEVELOPMENT, LLC**, a Florida limited liability company (the "Developer"), **LAKESIDE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), and **LENNAR HOMES, LLC**, a Florida limited liability company ("Lennar").

RECITALS:

A. The Declaration of Covenants and Restrictions for Lakeside is recorded in Official Records Book 3673, at page 24, of the public records of St. Johns County, Florida (the "Declaration").

B. Developer and Lennar are the Owners of all of the Lots described in the Declaration and hold all of the votes in the Association, and pursuant to Section 11.6 of the Declaration, Developer, Lennar and the Association hereby amend the Declaration as follows:

1. **Water System.** The following is added to the end of Section 7.1 of the Declaration:

In its efforts to conserve water, St. Johns County has required the use of reclaimed water (treated wastewater), to irrigate all landscaped areas in Nocatee, including the parks, school yards, residential and commercial property, green belt areas and common areas. The use of reclaimed water to irrigate the Property will help conserve the domestic potable water supply. Reclaimed water is not potable and therefore not suitable for consumption. The water quality standards for reclaimed water, imposed upon the JEA, who is providing reclaimed water to Nocatee, are established by various governmental regulatory agencies, and the standards may change from time to time. In no event shall the Developer, its affiliates or any of their respective employees, agents or consultants, be liable for any damage or personal injury caused by reclaimed water.

2. **Changes in Uses and Standards.** A new Section 8.32 is hereby added to the Declaration as follows:

Section 8.32 **Changes in Uses and Standards.** The land uses and architectural standards that may be implemented in current or future phases of Nocatee and any artist renderings, plans or other materials are deemed conceptual only and subject to change from time to time without notice. The Nocatee Town Center is characterized as a mixed use area consisting of traditional single-family neighborhoods, multi-family dwellings including apartments, townhouses and condominiums, professional and corporate office, retail, service and commercial uses, parks, civic spaces and institutional uses. This urban form dictates a variety of land uses directly adjacent to each other and combined in multi tenant buildings and sites. By the nature of the mixed use Town Center, the final form of development will evolve over time based on market and demographic conditions. The intended master plan for the Town Center may change based on these variables. Owners should not rely on graphical depictions which show intended land uses.

3. **Leasing.** A new Section 8.33 is hereby added to the Declaration as follows:

Section 8.33 **Leasing.** For purposes of this Declaration, "leasing" is the exclusive occupancy of a Residential Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit. All leases for Residential Dwelling Units shall (i) be in writing; (ii) have a term of at least seven months; (iii) lease the Residential Dwelling Unit in its entirety (e.g. separate rooms within the same Residential Dwelling Unit may not be separately leased); and (iv) include a provision by which the lessee agrees to be bound by the terms and conditions of this Declaration and any rules and regulations of the Association. Any Owner leasing its Residential Dwelling Unit shall remain responsible for the terms and conditions of this Declaration and any rules and regulations of the Association.

4. **County.** All references in the Declaration to the "City of Jacksonville" are changed to "St. Johns County."

5. **Ratification.** As specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment as of the date and year first above written.

Signed, sealed and delivered in the presence of:

DEVELOPER:

TC DEVELOPMENT, LLC, a Florida limited liability company

Janean C. Baker (Signature) JANEAN C. BAKER (Print Name)

By: Jed V. Davis Vice President

Helen S. Lundquist (Signature) HELEN S. LUNDQUIST (Print Name)

STATE OF FLORIDA)) SS COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on March 14, 2013 by Jed V. Davis, the Vice President of TC DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company.

Helen S. Lundquist (Signature) Print Name NOTARY PUBLIC, State of Florida at Large Commission # My Commission Expires: Personally Known or Produced I.D. [check one of the above] Type of Identification Produced



Signed, sealed and delivered
in the presence of:

Tina E Miller

(Signature)

Tina E Miller

(Print Name)

Lauren Owens

(Signature)

Lauren Owens

(Print Name)

ASSOCIATION:

**LAKESIDE HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation**

By:

Gregory J. Barbour
President

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on ~~March~~ ^{May} 14, 2013 by Gregory J. Barbour, the President of **LAKESIDE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the company.

Lauren Owens

Print Name Lauren Owens

NOTARY PUBLIC, State of
Florida at Large

Commission # EE 213842

My Commission Expires:

Personally Known

or Produced I.D.

[check one of the above]

Type of Identification Produced



Signed, sealed and delivered
in the presence of:

Angela Myers
(Signature)
Angela Myers
(Print Name)

Carol Warner
(Signature)
Carol Warner
(Print Name)

LENNAR:

LENNAR HOMES, LLC,
a Florida limited liability company

By: [Signature]
Name: Michael A. Carls
Its: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF St Johns)

The foregoing instrument was acknowledged before me on April 30, 2013 by Michael Carls, the VP of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the company.

Zenzi Rogers
(Print Name Zenzi Rogers)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

