

This document prepared by and return to:

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

**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 27th day of July, 2015 by DPH 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:

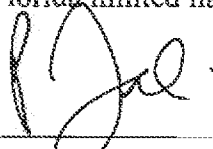
Section 6.5 Pump Stations. Tract H of the Palms at Nocatee Phase I is dedicated to the JEA for use as a pump station, (see Exhibit A). JEA shall be responsible for maintenance of Tract H and the pump station. Tract X of the Palms at Nocatee East is dedicated to the JEA for use as a pump station, (see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

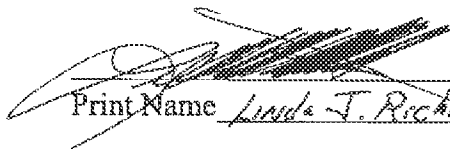
5. Section 9.1(h) is amended to read as follows:

(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 Bruce C. McGraw

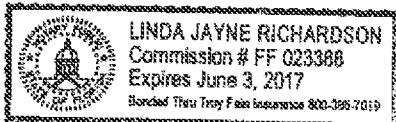

By: Patrick Zalupski
Its Manager

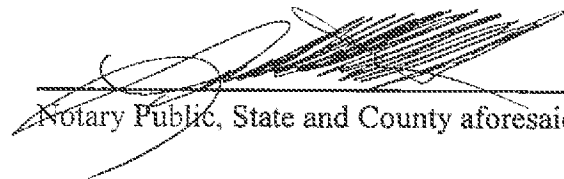

Print Name Linda J. Richardson

COPY


STATE OF FLORIDA
COUNTY OF Duval

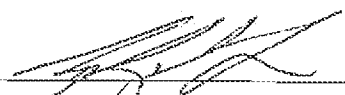
The foregoing instrument was acknowledged before me this 27th day of July, 2015 by Patrick Zalupski, as Manager of DFH Land, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced a driver's license as identification and who did/did not take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

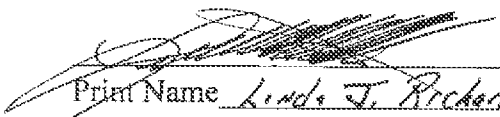



Notary Public, State and County aforesaid

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


Print Name JAMES D. FARRAR, III

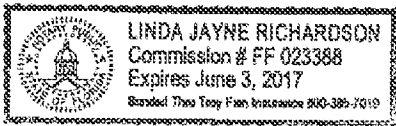

By: BATEY C. MCGRAW
Its President


Print Name Linda J. Richardson

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th 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.

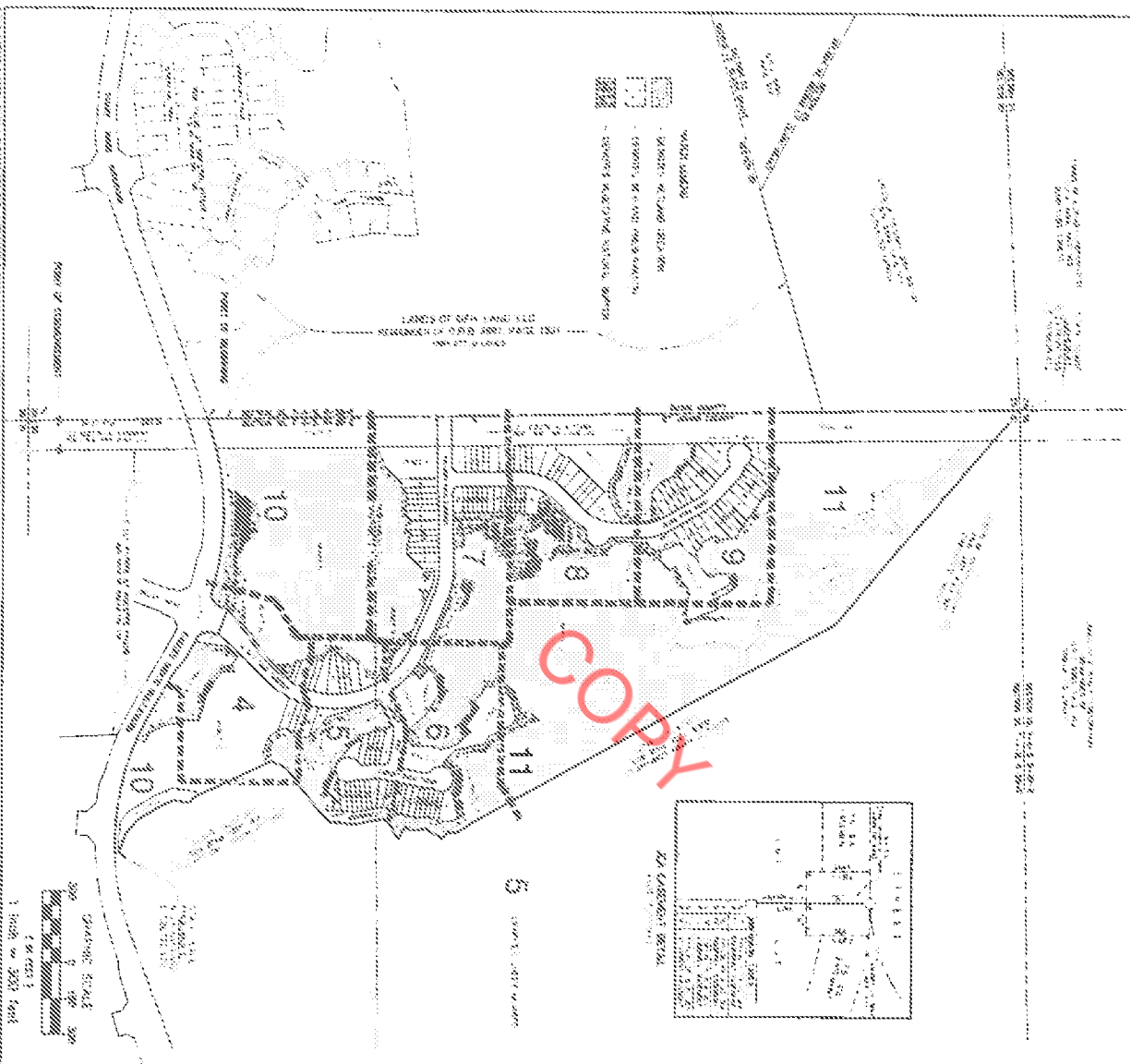
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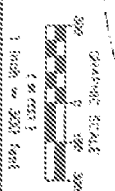
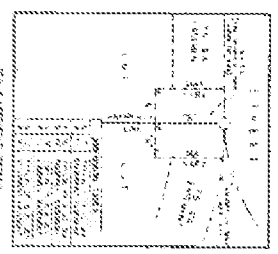

Notary Public, State and County aforesaid

PALMS AT NOCATEE - EAST
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA

MAP BOOK 76 PAGE 7
SHEET 3 OF 11 SHEETS



COPY



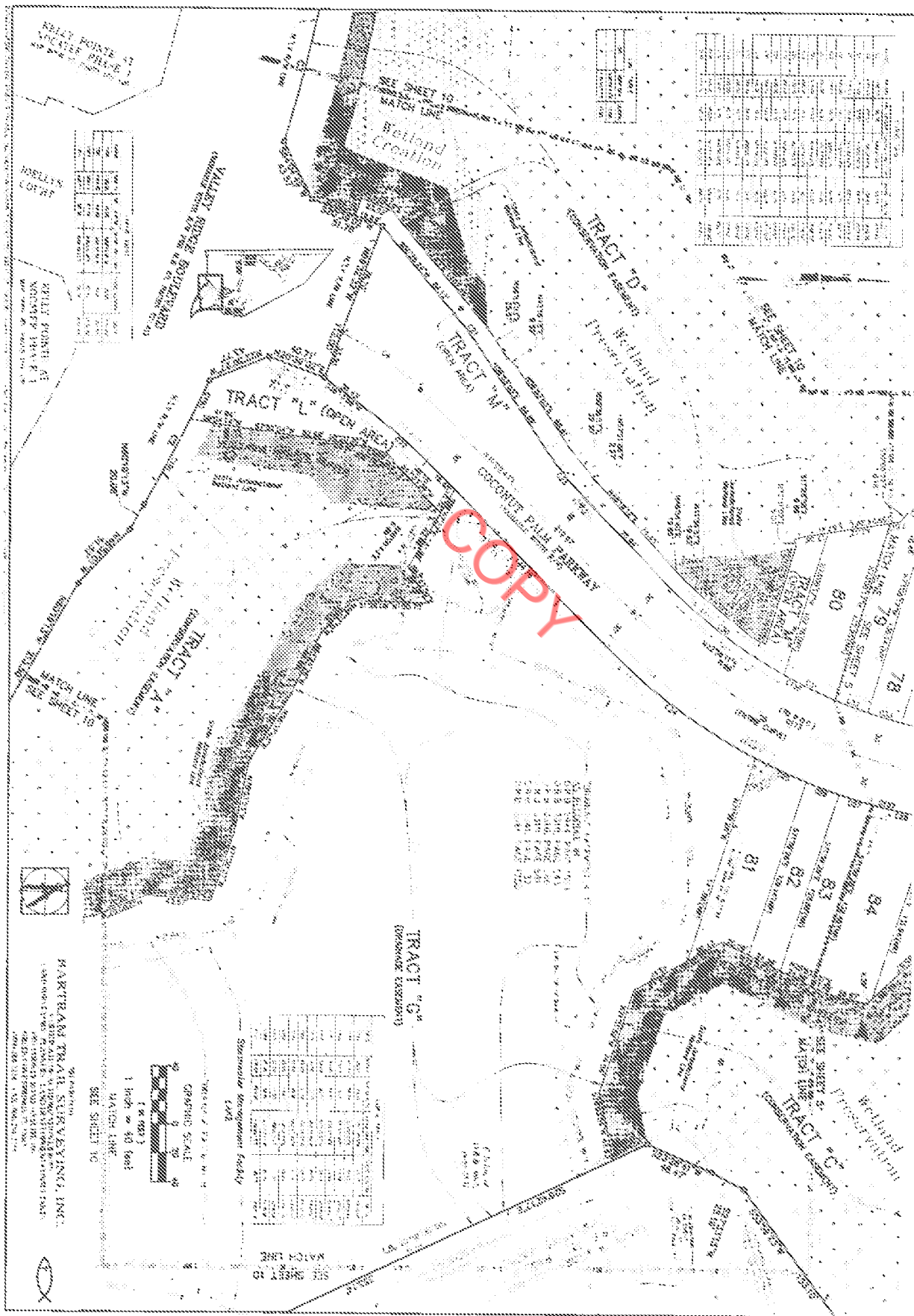
LEGEND
1. PROPERTY BOUNDARIES - AS SHOWN ON THE RECORD PLATS
2. EXISTING UTILITIES - AS SHOWN ON THE RECORD PLATS
3. EXISTING ROADS - AS SHOWN ON THE RECORD PLATS
4. EXISTING LOT LINES - AS SHOWN ON THE RECORD PLATS
5. EXISTING BUILDINGS - AS SHOWN ON THE RECORD PLATS
6. EXISTING TREES - AS SHOWN ON THE RECORD PLATS
7. EXISTING FENCES - AS SHOWN ON THE RECORD PLATS
8. EXISTING POLES - AS SHOWN ON THE RECORD PLATS
9. EXISTING SIGNAGE - AS SHOWN ON THE RECORD PLATS
10. EXISTING LANDSCAPING - AS SHOWN ON THE RECORD PLATS
11. EXISTING UTILITIES - AS SHOWN ON THE RECORD PLATS
12. EXISTING UTILITIES - AS SHOWN ON THE RECORD PLATS
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18. EXISTING UTILITIES - AS SHOWN ON THE RECORD PLATS
19. EXISTING UTILITIES - AS SHOWN ON THE RECORD PLATS
20. EXISTING UTILITIES - AS SHOWN ON THE RECORD PLATS

NOTES
1. THE PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
2. THE EXISTING UTILITIES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
3. THE EXISTING ROADS SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
4. THE EXISTING LOT LINES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
5. THE EXISTING BUILDINGS SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
6. THE EXISTING TREES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
7. THE EXISTING FENCES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
8. THE EXISTING POLES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
9. THE EXISTING SIGNAGE SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
10. THE EXISTING LANDSCAPING SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
11. THE EXISTING UTILITIES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.
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20. THE EXISTING UTILITIES SHOWN ON THIS MAP ARE BASED ON THE RECORD PLATS FOR SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 3RD, JOHN'S COUNTY, FLORIDA.

PARTRAM TRAIL SUBDIVISION, INC.
1000 N. UNIVERSITY AVENUE, SUITE 100
GAINESVILLE, FLORIDA 32609
TEL: 352-336-6611
FAX: 352-336-6612

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

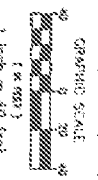
MAP BOOK 74 PAGE 8
SHEETS 1 OF 11 SHEETS
SEE SHEET 1 FOR GENERAL NOTES



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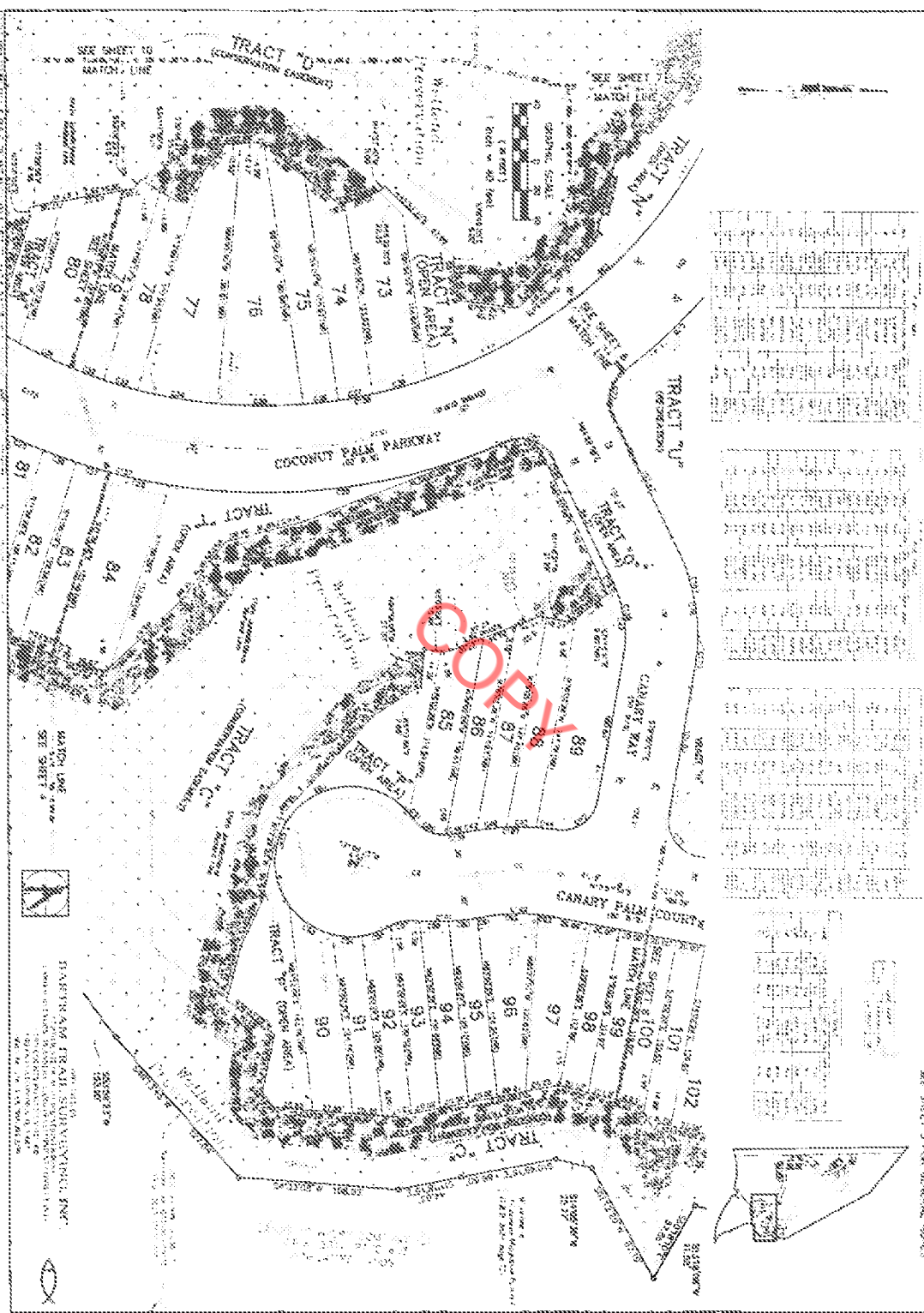
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HARTHAM TRAIL SERVICES, INC.
SHEETS 1 OF 11 SHEETS
SEE SHEET 1 FOR GENERAL NOTES

PALMS AT NOCATEE - EAST
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 28 EAST, 3RD JONES COUNTY, FLORIDA

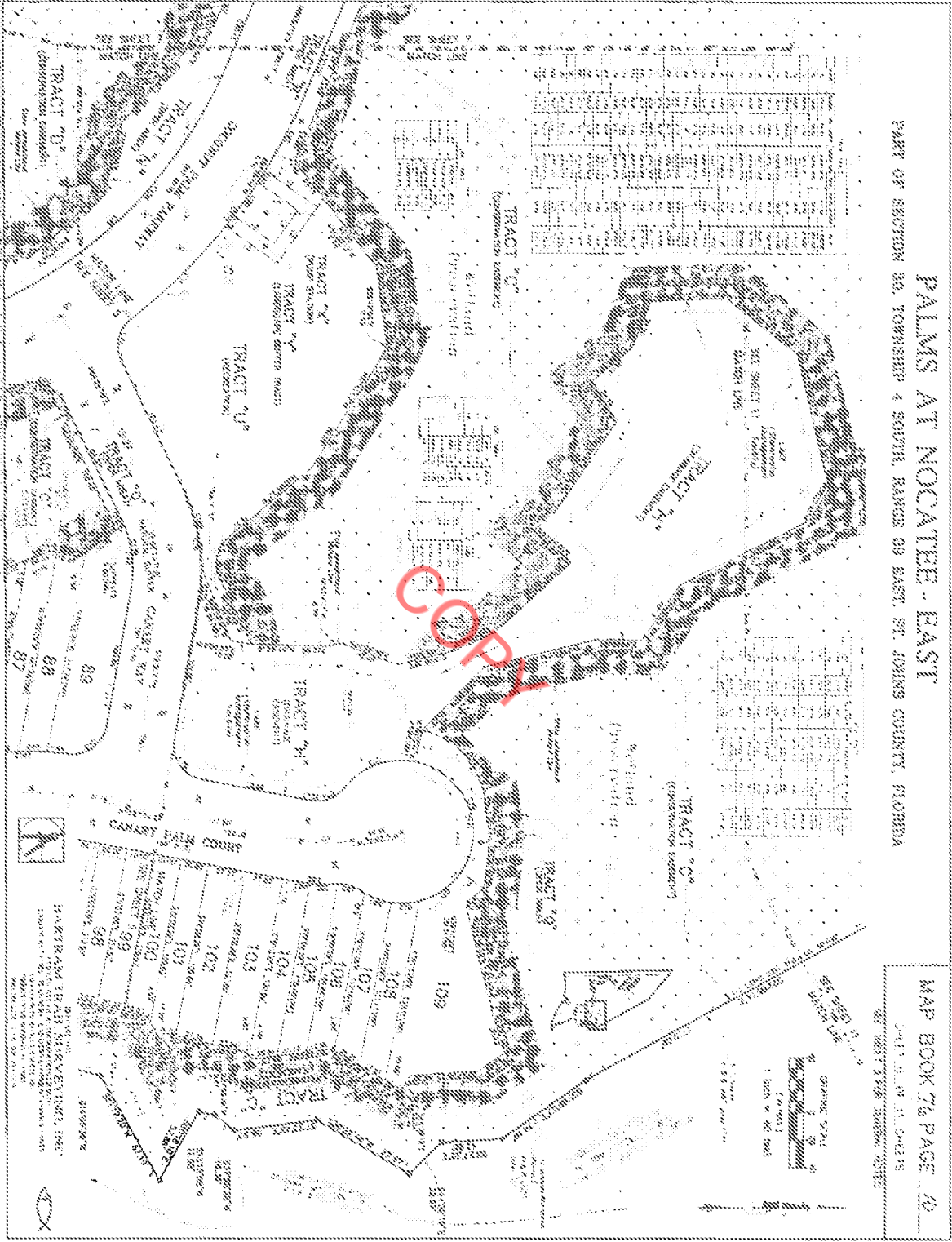
MAP BOOK 76 PAGE 9
SHEET 2 OF 11 SHEETS
SEE SHEET 3 FROM DE-6524-00-005



DAVID R. AND TRAVIS SUBINVENTOR, INC.
1000 N. W. 10th Street, Suite 100
Fort Lauderdale, Florida 33304
Tel. 754-561-1111
Fax. 754-561-1112

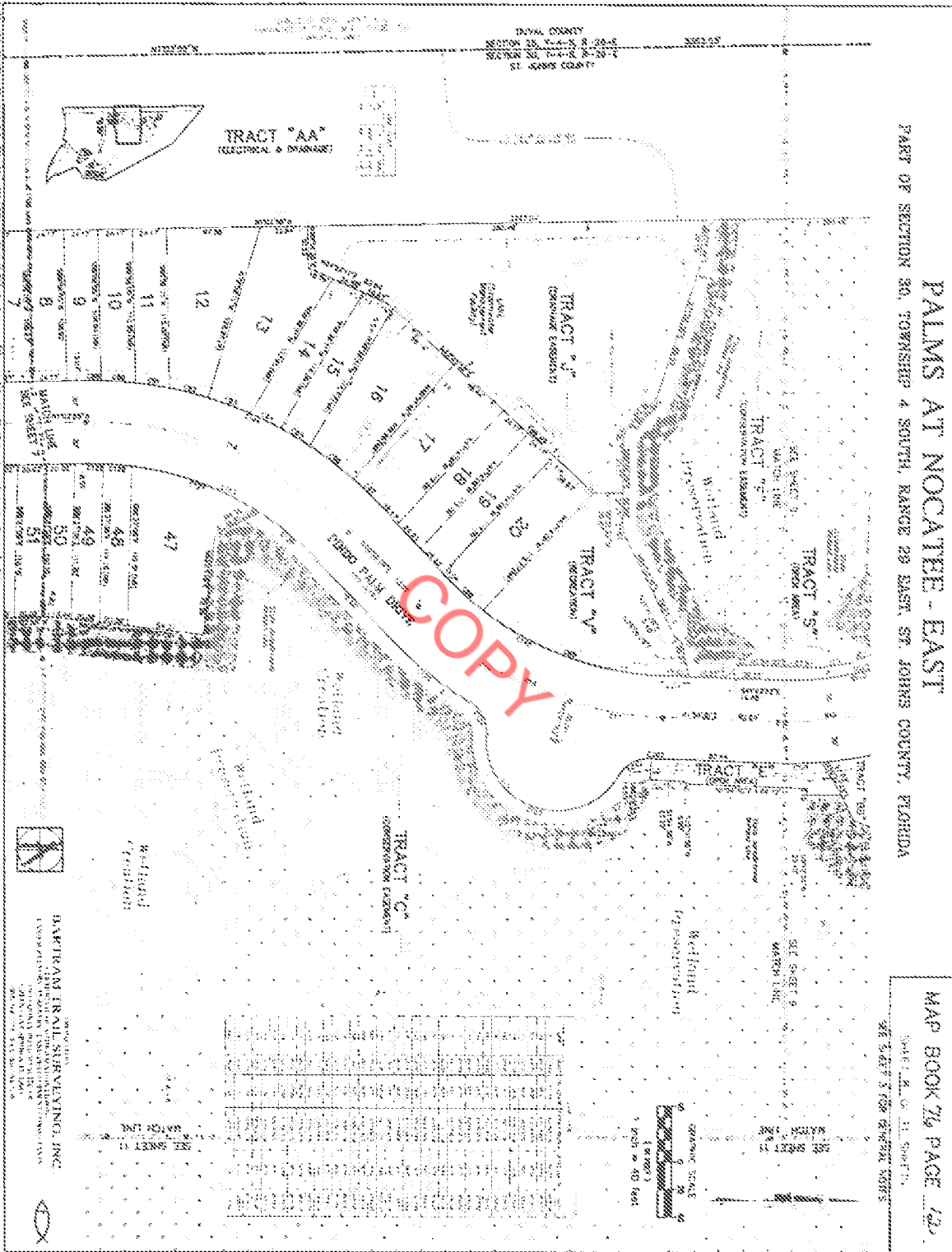
PALMS AT NOCATEE - EAST
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 69 EAST, 57, JOHN'S COUNTY, FLORIDA

MAP BOOK 76 PAGE 70
SCALE: 1" = 40' (1:480)
DATE: 11/19/2013



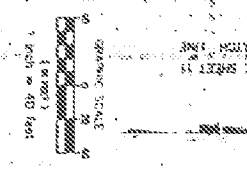
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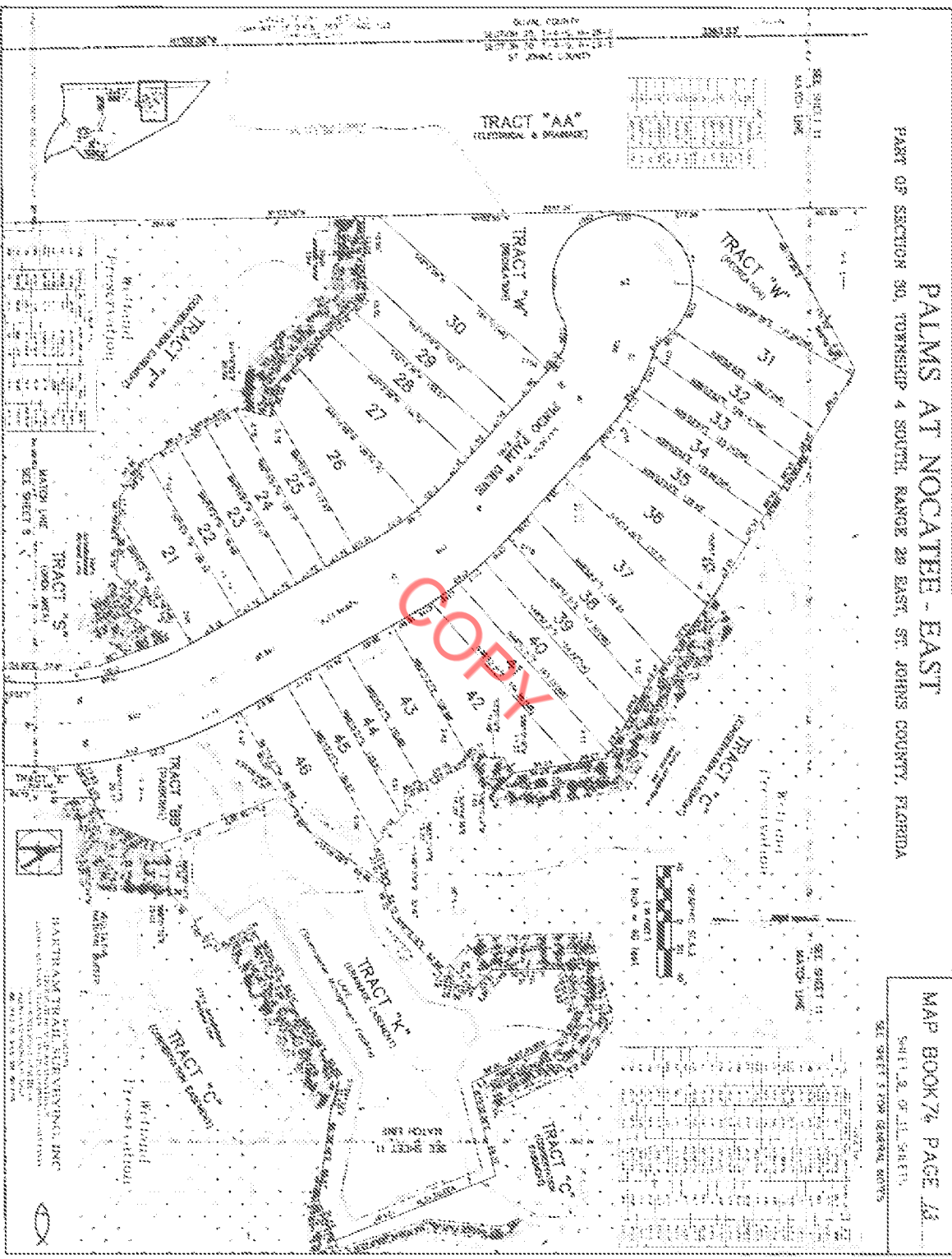
MAP BOOK 74, PAGE 12



COPY

HARTMAN IRVING ENGINEERING, INC.
11000 W. UNIVERSITY BLVD., SUITE 100
DADE COUNTY, FLORIDA 33150
TEL: (305) 551-1100
FAX: (305) 551-1101
WWW.HARTMANIRVING.COM





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

MAP BOOK 74 PAGE 1A
 SHEET 2 OF 11 SHEETS
 SEE SHEET 3 FOR GENERAL NOTES

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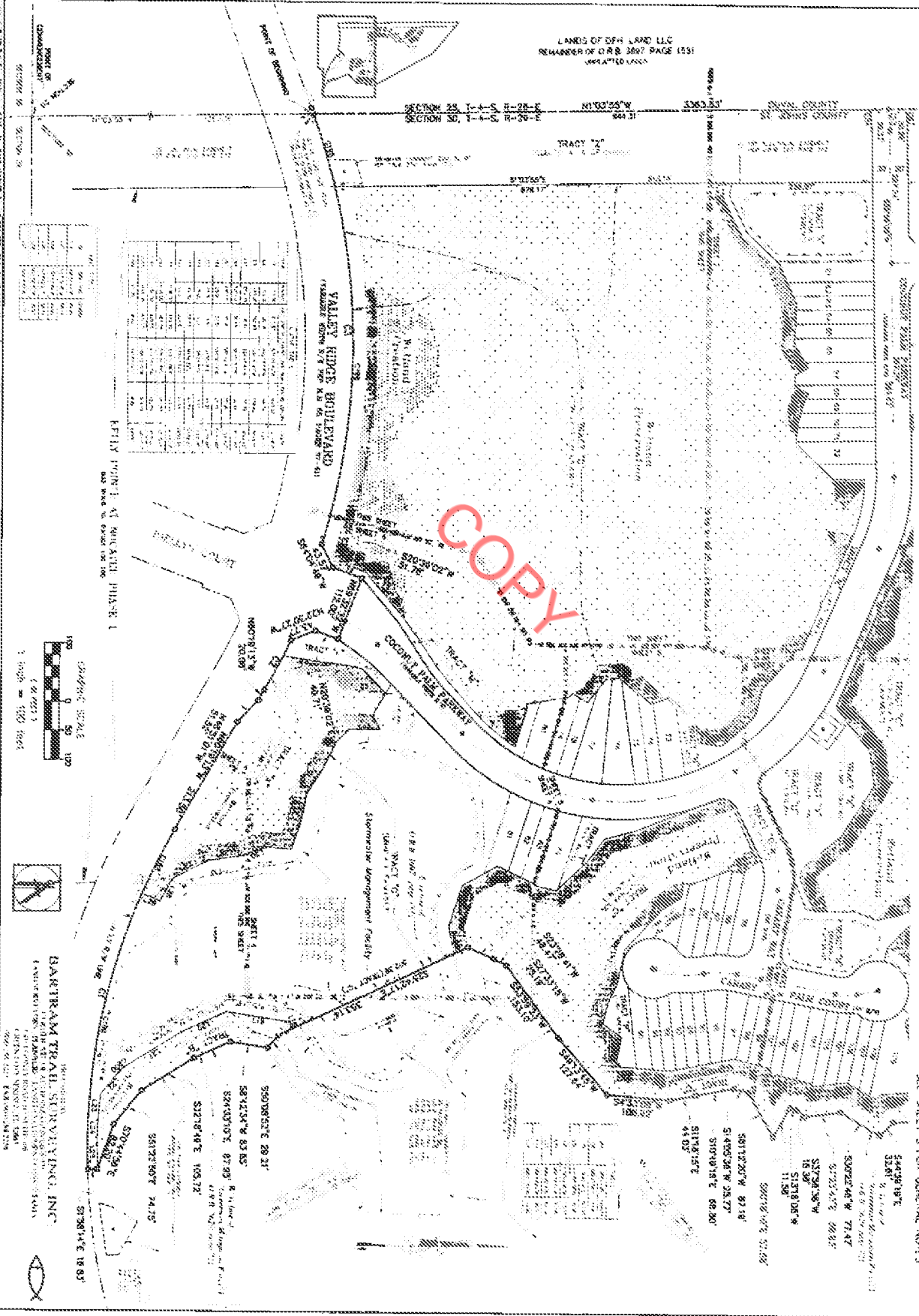
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TRACT	AREA (AC)	PERCENTAGE
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TRACT "X"	1.00	100%
TRACT "Y"	1.00	100%
TRACT "Z"	1.00	100%

HARTMAN TRAIL DEVELOPMENT, INC.
 10000 N. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33309
 (954) 561-1111

PALMS AT NOCATTEE - EAST
 PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 29 EAST, 37, JOHN'S COUNTY, FLORIDA

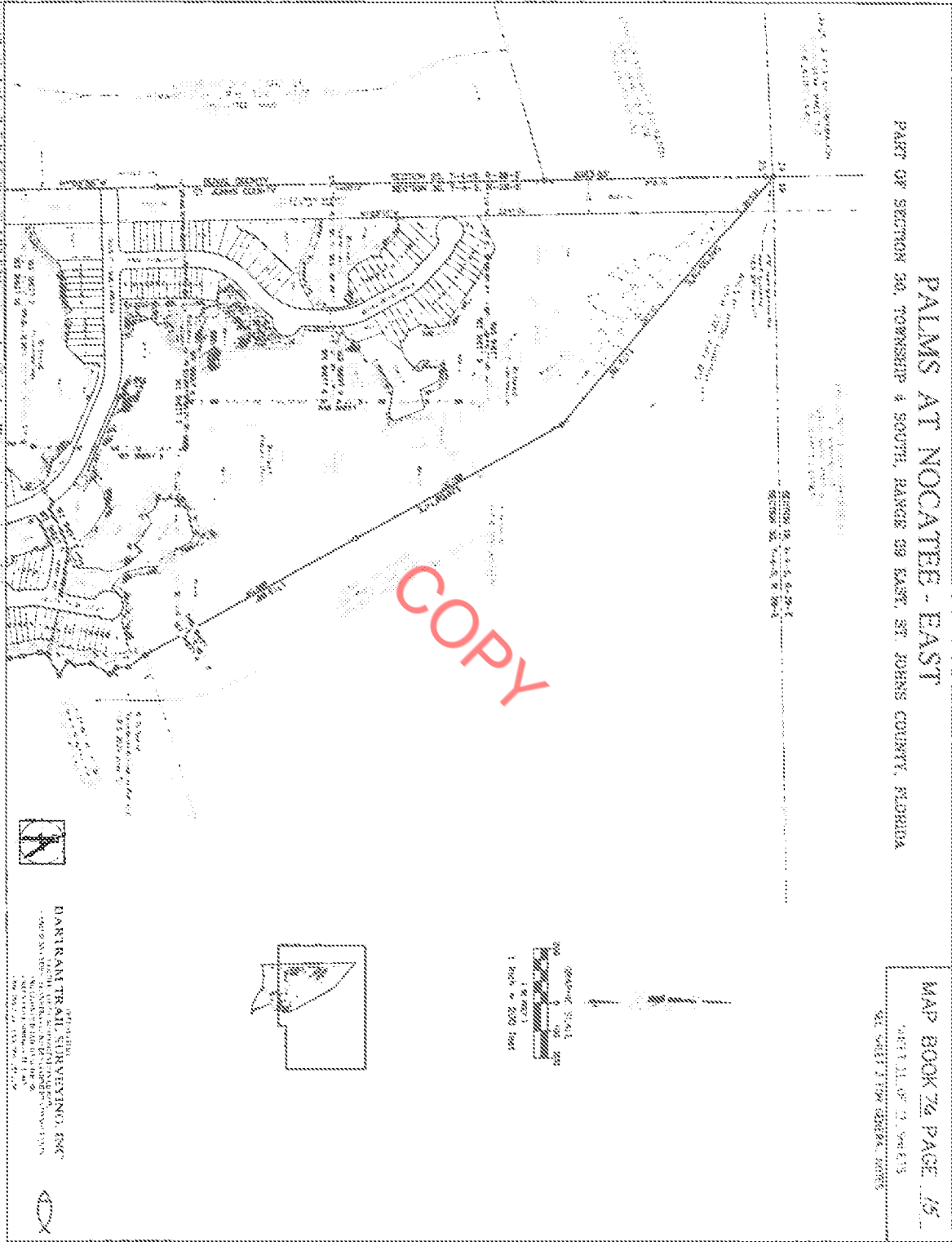
MAP BOOK 76 PAGE 74
 SHEET 12 OF 11 SHEETS
 SEE SHEET 1 FOR GENERAL NOTES



SANTRAM TRAH, INC.
 10000 N. W. 10th Ave.
 Fort Lauderdale, FL 33304
 (954) 575-1111
 www.santramtrah.com

PALMS AT NOCATTEE - EAST
PART OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 39 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 74, PAGE 15
APRIL 11, 1971
ST. JOHNS COUNTY, FLORIDA



DARRAM TRAIL SURVEYING, INC.
1000 N. TRAIL BLVD.
MARIETTA, GA 30067
PHONE 404-427-1111



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)

COPY

21st IN WITNESS WHEREOF, the Lender has caused this presents to be executed as of the day of July, 2015.

Witnesses

[Signature]
 First Witness
David Jobs
 Print Name

[Signature]
 Second Witness
Date Lois 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

COPY

The foregoing instrument was acknowledged before me on this 21st 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. 81CR6384283
 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 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.

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

Witnesses:

First Witness

Print Name

[Handwritten Signature]

Daniel Jacobs

Second Witness

Print Name

[Handwritten Signature]

Dale L. Hersey

Medley Capital Corporation,
a Delaware corporation

By:

Name: Richard Allorto

Its: Chief Financial Officer

[Handwritten Signature]

STATE OF NEW YORK
COUNTY OF NEW YORK

COPY

The foregoing instrument was acknowledged before me on this 31st 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

[Handwritten Signature]
Rachel Cross
Print Name

Personally known OR Produced identification
Type of Identification Produced _____

Rachel Cross
Notary Public, State of New York
No. 01CR6284283
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 27th 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
Terry Schillaci
Print Name

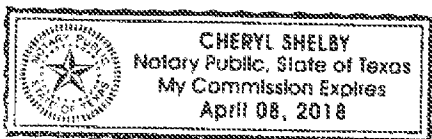
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STATE OF TEXAS

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 _____

COPY

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 27th 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

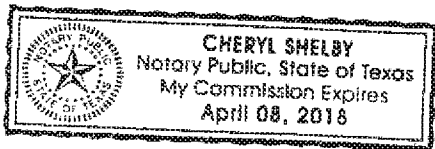
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STATE OF TEXAS

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 _____

COPY