

This document prepared by and return to:

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Jacksonville Beach, FL 32250

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OR Book 17520 page 666

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OR Book 4174 page 713

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

This FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE is made effective the 10th day of March, 2016 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. THE Declaration has been amended by the SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE, recorded in Official Records Book 17275, at Page 2054 of the current public records of Duval County, Florida and Official Records Book 4073, at Page 1826 of the public records of St. Johns County, Florida, hereinafter the "Second Amendment".
- F. THE Declaration has been amended by the THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS FOR THE PALMS AT NOCATEE, recorded in Official Records Book 17298, at Page 1288 of the current public records of Duval County, Florida and Official Records Book 4083, at Page

1542 of the public records of St. Johns County, Florida, hereinafter the "Third Amendment".

G. Section 13.7 of the Declaration provides that the Developer may amend the Declaration so long as it owns any of the Property:

NOW THEREFORE, the Developer 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. Section 4.3 shall be amended to add 4.3 (i) and shall read as follows:

Section 4.3 Easements.

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over, through, and under any Roadway, right of way or the Common Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, utility poles or equipment, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas (propane or natural) television cable or communication lines and systems, and police powers and services, firefighting services, supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property.

(b) Lot Easement. Developer reserves for itself, its successors and assigns a perpetual, nonexclusive easement over, under and across a ten foot (10') strip at the front and rear of each Lot, and a five foot (5.0') strip at the side of each Lot for the installation, repair and maintenance of all utilities, including without limitation water, sewer, electrical, cable, telephone, drainage, and irrigation lines.

(c) Cable Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive easement for the installation, maintenance, and supply of internet, telephone, radio and television cable over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

(d) Right to future Easements. Developer shall be entitled to place further easements and restrictions on any Lot, Roadway, right of way and the Common Property while

Developer owns any portion thereof, such additional or future easements shall not unreasonably interfere with the use and enjoyment of a Lot, Roadway, right of way or the Common Property, further, such additional or future easement shall not have significant detrimental effect on any improvements constructed thereon.

(e) Easement for the Purpose of Maintenance. The Developer or the Association, their successors or assigns shall have an easement on and over any Lot and the Common Property as may be necessary to maintain the Common Property, the Roadways, right of way or the Storm Water Management System or such other property which the Developer or Association is required to maintain.

(f) Easement for Facilitation of Construction. The Developer reserves the right to itself, its successors and assigns to construct model homes, temporary sales offices, temporary construction offices, temporary storage facilities for construction materials on Developer's property as may be normally utilized in the construction and sale of homes in subdivisions substantially similar to that being constructed on the Property. Further, Developer or any other builder owning a Lot shall be entitled to such access as may be reasonably necessary in order to construct improvements on any Lot owned by such Developer or builder.

(g) Developer's Rights. Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in any plat of the Property or described herein; (ii) to plat or re-plat all or any part of the Property owned by Developer; and (iii) to widen or extend any right-of-way shown on any plat of the Property or convert a Lot to use as a right-of-way, provided that Developer owns the lands affected by such changes. The Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the drainage flow of surface water, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of the Developer, the Association or the grantee of the easement. Developer and the Association shall have the right but not the obligation to take any reasonable action necessary to correct any condition which alters or affects the drainage flow of surface water.

(h) Blanket Easement over Townhome Lots for Maintenance, Repair and Replacement by the Association and over Townhome Lots for Landscape Maintenance by the Association. The Association is granted a perpetual non-exclusive easement for ingress and egress, at all times, over and across the Townhome Lots for the Association to fulfill its obligations

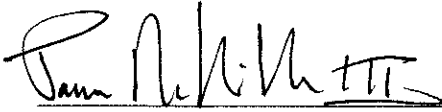
as set forth in this Declaration; provided however, that if the Association is ever dissolved then all maintenance, repair and replacement obligations relating to the Townhome Lots shall be the responsibility and financial obligation of the Owners of each such Townhome Lot and the Townhome Units located on each Townhome Lot.

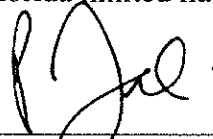
(i) Easement for Utilities on Town Home Lots.

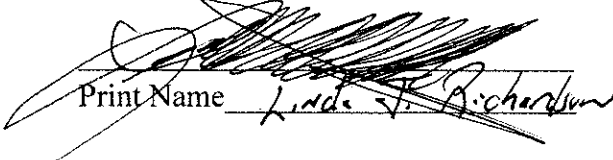
Declarant reserves for itself, its duly authorized agents, successors and assigns, a perpetual non-exclusive blanket easement throughout the Townhome Lots, under all structures and through all structures to (i) install utilities and associated infrastructure including without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, security and mounting of meters on walls of any structure (ii) repair, maintenance, replacement, inspection, meter reading or other similar functions (iii) the right to allow any utility provider access for any of the purposes outlined herein. The easement referenced in this paragraph shall or may include, but not be limited to, easements across, through, or under any of the Townhome Lots to provide electrical lines or sewer lines which may begin at a point of service to the outermost portion of a Townhome Lot and run through, under or across other Townhome Lots to provide service to other townhomes built on other Townhome Lots which are adjacent to the referenced townhomes, such that one bank of electrical, water, or sewer meters may be placed on an exterior wall of one of the townhomes to serve all other connected townhomes. All work connected with the installation, repair, maintenance, replacement or inspection shall be performed in such a manner as to minimize, to the extent reasonably practicable, the interference with the use and enjoyment of the property burdened by the easement. Upon completion of any work, the person exercising the easement shall restore the property, to the extent reasonably practicable, to the condition existing prior to the work. The easements hereunder shall not include the right to enter into any structure on any of the Townhome Lots, nor shall it unreasonable interfere with the use of any of the property, except in an emergency.

[Signatures are on the following pages]

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

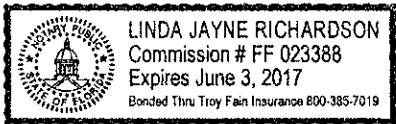

Print Name James DuBois Farrar, III

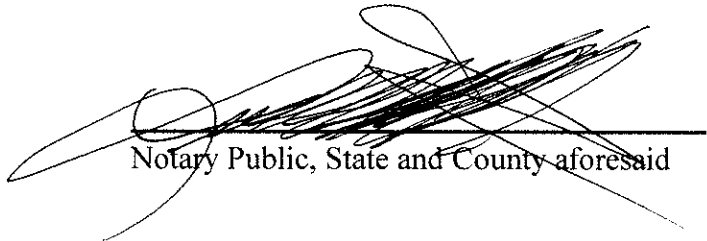

By: Patrick Zalupski
Its Manager


Print Name Linda J. Richardson

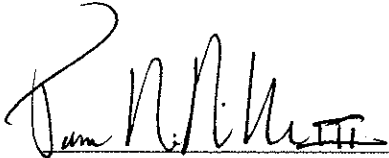
STATE OF FLORIDA
COUNTY OF Duval

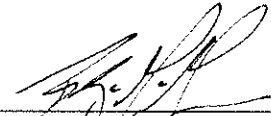
The foregoing instrument was acknowledged before me this 10th day of March, 2016 by Patrick O. Zalupski, as Manager of **DFH LAND, LLC**, a Florida limited liability company, on behalf of the company, [] who is personally known to me or [] who has produced a driver's license as identification and who 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

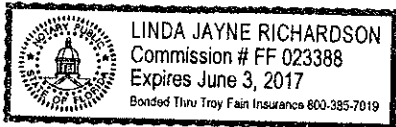

Print Name JAMES DUBOIS FARRAR, III

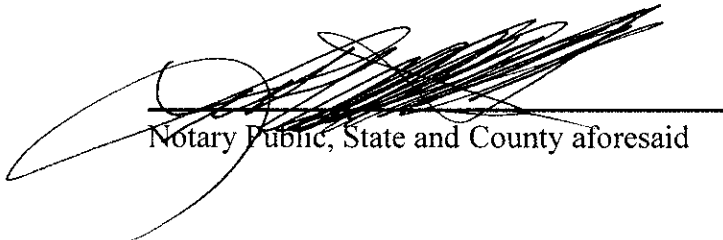

By: Batey C. Mc Graw
Its President


Print Name Linda J. Richardson

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10th day of March, 2016 by Batey C. Mc Graw, 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

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

The undersigned, MEDLEY CAPITAL CORPORATION, the owner and holder of that certain Mortgage 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 September 13, 2013 and recorded September 18, 2013 in O.R. Book 3791, page 736; together with Assignment of Leases and Rents and Security Deposits, dated September 13, 2013 and recorded September 18, 2013 in O.R. Book 3791, page 771; and 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; Limited Power of Attorney recorded on December 29, 2014 in O. R. Book 3969 Page 953; 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 Official Records 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 Official Records Book 4052, Page 751 all of the Public Records of St. Johns County, Florida;

hereby joins in and consents to the Fourth Amendment to Declaraton of Easements, Covenants, Conditions and Restrictions For The Palms At Nocatee by DFH LAND, LLC, a Florida limited liability company, to which this joinder is attached for the purpose of acknowledging its consent to the said amendment subject to the Loan Documents.

(Signature pages follow)

IN WITNESS WHEREOF, the undersigned sets its hand and the seal on this 6th day of April, 2016.

Signed, Sealed and Delivered in
the Presence of:

Witnesses:

Medley Capital Corporation,
a Delaware corporation

William Guo
First Witness

By: [Signature]
Name: Richard T. Allorto
Its: CFO

William Guo
Print Name

[Signature]
Second Witness
LINDSY Olesky
Print Name

STATE OF NEW YORK

COUNTY OF New York

The foregoing instrument was acknowledged before me on this 6th day of April, 2016, before me personally appeared Richard T. Allorto as CFO of Medley Capital Corporation, on behalf of said corporation.

WITNESS my signature and official seal at 280 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. 01CR6284283
Qualified in New York County
My Commission Expires June 17, 2017

12/17

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

The undersigned, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, the owner and holder of that certain 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 amended by, UCC-3 Financing Statement (Amendment) recorded July 8, 2014 in O. R. Book 3901 Page 733 ; 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; Mortgage Spreader Agreement, recorded September 10, 2015 in Official Records Book 4083, Page 889; Mortgage Modification Agreement and Notice of Future Advances recorded October 16, 2015 in Official Record Book 4099, Page 865; Mortgage Spreader Agreement, recorded November 3, 2015 in Official Records Book 4106, Page 1674; Mortgage Spreader Agreement, recorded November 3, 2015 in Official Records Book 4106, Page 1853; Mortgage Modification Agreement and Notice of Future Advances recorded November 16, 2015 in Official Record Book 4112, Page 402; Mortgage Spreader Agreement, recorded January 5, 2016 in Official Records Book 4132, Page 1674; Mortgage Spreader Agreement, recorded January 7, 2016 in Official Records Book 4133, Page 1507; Mortgage Spreader Agreement, recorded January 22, 2016 in Official Records Book 4140, Page 675; Mortgage Spreader Agreement, recorded January 25, 2016 in Official Records Book 4141, Page 19; Mortgage Modification Agreement and Notice of Future Advances recorded February 26, 2016 in Official Record Book 4154, Page 1447; 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”),

hereby joins in and consents to the Fourth Amendment to Declaraton of Easements, Covenants, Conditions and Restrictions For The Palms At Nocatee by DFH LAND, LLC, a Florida limited liability company, to to which this joinder is attached for the purpose of acknowledging its consent to the said amendment subject to the Loan Documents.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned sets its hand and the seal on this 6 day of April, 2016.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,

Witnesses:

Alicia Ortiz
First Witness

Alicia Ortiz
Print Name

Sabrina Chou
Second Witness

Sabrina Chou
Print Name

By: Carolynn Alexander

Name: Carolynn Alexander

Its: Sr. Vice President

STATE OF TEXAS
COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 6 day of April, 2016, before me personally appeared Carolynn Alexander, as Sr. 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: 4/8/2018

Cheryl Shelby
NOTARY PUBLIC - State of Texas

Cheryl Shelby
Print Name

Personally known OR Produced identification
Type of Identification Produced _____

