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UPON RECORDING RETURN TO:

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 ABOVE THIS LINE FOR RECORDER'S USE _____

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS OF TCN PARCEL 13**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of TCN Parcel 13 (the "**Amendment**") is made this 30th day of August, 2018, by **TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC**, a Florida limited liability company ("**Declarant**").

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions of TCN Parcel 13, which was recorded in Official Records Book 4450, Page 1728 of the Public Records of St. Johns County, Florida (the "**Declaration**"); and

WHEREAS, pursuant to Article XVI, Section 5 of the Declaration, so long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners and such amendments shall not require the consent of the Institutional First Mortgage Lenders; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein;

NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Section 7 of Article I of the Declaration is amended to include the following language, with underlined text indicating the additions and ~~stricken~~ text indicating the deletions:

Section 7. "Assessments" shall mean all Regular or Annual Assessments, Special Assessments, ~~and~~ Individual Assessments, and Retaining Wall Lot Assessments described in Article VI hereof, the Recreational Lake Facility Association Assessments, and the Lagoon Association Assessments.

3. Section 46 of Article I of the Declaration is amended to include the following language, with underlined text indicating the additions:

Section 46. "Permit" shall mean Permit No. 99121-25 issued for the Parcel Surface Water or Stormwater Management Systems by the St. Johns River Water Management District.

4. Article I of the Declaration is hereby amended to add the following definitions:

Section 62. "Retaining Wall" shall mean the retaining walls and other related improvements, if any, located at the rear of the Retaining Wall Lots, to the extent such improvements are constructed by Declarant, a Builder, or the Association.

Section 63. "Retaining Wall Easement Area" shall have the meaning set forth in Article XI, Section 4 of this Declaration.

Section 64. "Retaining Wall Lots" shall mean the Lots within the Community upon which a retaining wall has been constructed at the rear of the Lot, including without limitation Lots abuts the Wetlands Area, consisting of Lots 1 through 23, of the Twin Creeks North Phase 1 Plat, recorded in Plat Book 87, Pages 35 through 44, inclusive, of the Public Records of the County.

Section 65. "Retaining Wall Lot Assessments" shall have the meaning set forth in Article VI, Section 1 of this Declaration.

Section 66. "Retaining Wall Lot Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Retaining Wall Lot, including a contract seller of a Retaining Wall Lot, but excluding those parties having such interest merely as security for the performance of any obligation.

5. Article VI, Sections 1 and 2 are hereby amended to include the following language, with underlined text indicating the additions:

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, but subject to such exemptions from assessment and variations in assessments as provided hereinbelow, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (a) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association)

(“**Regular Assessments**” or “**Annual Assessments**”); and (b) any special assessments for improvements, or to fund any deficits between the amount collected for Regular Assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association (“**Special Assessments**”); and (c) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots (“**Individual Assessments**”); and (d) the Recreational Lake Facility Association Assessments; and (e) the Lagoon Association Assessments. In addition to Regular Assessments or Annual Assessments, Special Assessments, and Individual Assessments, each Retaining Wall Lot Owner by acceptance of a deed or other instrument of conveyance for the Retaining Wall Lot, whether or not it shall be so expressed in any such deed or other instrument of conveyance (including any purchaser at a judicial sale) is deemed to covenant, which covenant shall run with the land and be binding on every Retaining Wall Lot Owner, and agrees to pay to the Association its proportionate share of all expenses incurred by the Association directly related to its obligations for repair, replacements and maintenance of the Retaining Wall as set forth in this Declaration (“**Retaining Wall Lot Assessments**”). All such Assessments shall be fixed, established and collected from time to time as hereinafter provided. The Regular Assessments or Annual Assessments, the Special Assessments, the Individual Assessments, the Retaining Wall Lot Assessments, the Recreational Lake Facility Association Assessments and the Lagoon Association Assessments, collectively referred to as “Assessments”, together with such interest thereon and costs of collection thereof, including attorney’s fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a continuing lien relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys’ fees for its collection, including attorneys’ fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner, regardless of the manner in which they acquired title to the Lot, shall be jointly and severally responsible with the previous Owner for all Assessments, interest, late fees, attorneys’ fees and costs due to the Association prior to the transfer of title. All Assessments due to the Association shall be remitted from each Owner directly to the Association in accordance with this Declaration. The Recreational Lake Facility Association Assessments shall be collected from each Owner by the Association and remitted to the Recreational Lake Facility Association in accordance with the Recreational Lake Facility Documents. The Lagoon Association Assessments shall be collected from each Owner by the Association and remitted to the Lagoon Association in accordance with the Lagoon Association Documents.

Section 2. Purpose of Assessments. The Regular Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water and re-use water charges for the Lots and Common Area billed through the master water meter or to the Association; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association, or Declarant; the maintenance of the Common Area; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area; services for the benefit of the Community and facilities related to the use and enjoyment of the Common Area; and the Association's share of the maintenance cost of the wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, whether such wetland areas are conveyed to the Association, the CDD or other entity. The Association may levy and collect adequate Regular Assessments against Members for the costs of the maintenance and operation of said areas. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot and/or Home in a manner required by this Declaration or the Rules, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as provided by this Declaration or the Rules. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with this Declaration and the Rules, shall be an Individual Assessment. The Retaining Wall Lot Assessments shall be levied against Retaining Wall Lot Owners only, and shall be a charge against the Retaining Wall Lots only. Such Retaining Wall Lot Assessments shall include any costs directly related to the Retaining Wall Lots only, to the exclusion of the other Owners, and shall specifically include costs related to the repair, replacement and maintenance of the Retaining Wall to be performed by the Association (including reserves established by the Association, if any). The Recreational Lake Facility Association Assessments and the Lagoon Association Assessments shall be used for purposes described in the Recreational Lake Facility Documents and Lagoon Association Documents, respectively.

6. The last sentence of Article VI, Section 3 is hereby amended as follows, with stricken words indicating deletions and underlined words indicating additions:

Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section ~~4211~~ herein.

7. The following sentence is hereby added to the end of Article VI, Section 6:

Notwithstanding the foregoing provisions of this Section, in no event shall the Annual Assessments commence as to any Lot prior to July 1, 2018.

8. The first sentence of Article IX, Section 1, is amended as follows, with underlined text indicating additions:

Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, driveways, and shutters) shall be installed, painted, erected, removed or maintained within the Property, including without limitation any improvement or alterations located on or affecting the rear of any Lot, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association.

9. The following is added to the end of Article XI, Section 4:

An easement is reserved in favor of the Association, for access and for the installation, construction, repair, replacement and maintenance of the Retaining Wall, over, upon and through the property more particularly described on Exhibit "D" attached hereto (the "**Retaining Wall Easement Area**") to enable the Association to perform such installation, construction, repair, replacement and/or maintenance. Additionally, an easement is reserved in favor of the Association for access over and across (i) the twenty foot (20') Drainage & Access Easement, (ii) the eight foot (8') Drainage & Access Easement and (iii) the Variable Width Drainage & Access Easement, all within Tract 12 as shown on the Plat of Twin Creeks North Parcel 13 Phase 1 recorded in Map Book 87, Page 35, of the Public Records of St. Johns County, Florida.

10. The following is added to the end of Article XII, as new sections:

Section 8. Retaining Wall.

The Retaining Wall includes components intended to provide support to the ground at the rear of the Retaining Wall Lots. No person, including the Retaining Wall Lot Owner on whose Retaining Wall Lot the Retaining Wall is located, may utilize the Retaining Wall for any other purpose.

- (a) The Association shall maintain, repair, or replace, as the case may

be, the Retaining Wall. The cost of such maintenance, repair, or replacement shall be assessed to the Retaining Wall Lot Owners as part of the Retaining Wall Lot Assessments.

(b) In the event any Lot Owner or any of its guests, tenants or invitees, cause any damage to the Retaining Wall, such Lot Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to such Lot Owner as an Individual Assessment. In the event that any damage is caused to the Retaining Wall and the person or persons causing such damage cannot be identified, or such damage is caused by an element of nature, act of God, or other force majeure, the cost to repair such damage may be assessed as a Special Assessment to the Retaining Wall Lot Owners to the extent that such cost exceeds the funds available under the budget of the Association to pay for such repair.

11. **Exhibit "D"** attached hereto is hereby incorporated into the Declaration.

12. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

JOINDER

LENNAR HOMES, LLC, a Florida limited liability company, whose mailing address is 9440 Philips Highway Suite 7, Jacksonville, Florida 32256, hereby approves and joins in this Amendment, agrees to subject the portion of the Retaining Wall Easement Area owned by it to the terms thereof, and will comply with and perform the terms and conditions of the Declaration, as amended.

LENNAR HOMES, LLC,
a Florida limited liability company

Cynthia Arnold
Name: Cynthia Arnold

Christy King
Name: Christy King

By: [Signature]
Name: Scott Keiling
Title: Vice President

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of August, 2018, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the limited liability company. S/He is (X) is personally known to me or () has produced his Florida driver's license as identification.



[Signature]
Notary Public State of Florida

**MORTGAGEE CONSENT TO
FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF TCN PARCEL 13**

LENNAR HOMES, LLC, a Florida limited liability company, as the owner and holder of the following mortgage (collectively, the "Mortgage"):

that certain Deposit Release Mortgage recorded in Official Records Book 4297, Page 719, as amended by that certain Amendment to Deposit Release Mortgage recorded in Official Records Book 4451, Page 1619, both of the Public Records of St. Johns County, Florida.

hereby consents to, and subordinates the lien of the Mortgage to the terms, conditions and provisions of the Declaration and the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of TCN Parcel 13, and acknowledges that the Declaration and said First Amendment to Declaration of Covenants, Conditions and Restrictions of TCN Parcel 13 shall be binding upon the Property, including the portion encumbered by the Mortgage.

LENNAR HOMES, LLC,
a Florida limited liability company

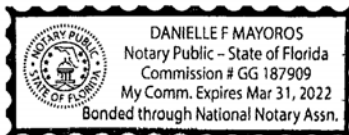
Cynthia Arnold
Name: Cynthia Arnold
Christy King
Name: Christy King

By: [Signature]
Name: Scott Keiling
Title: Vice President

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of August, 2018, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the limited liability company. S/He is (X) is personally known to me or () has produced his Florida driver's license as identification.



[Signature]
Notary Public State of Florida

BK: 4605 PG: 680**Exhibit "D"****Retaining Wall Easement Area**

The rear ten feet (10') of Lots 1 through 22, as shown on the Plat of Twin Creeks North Parcel 13 Phase 1, recorded in Map Book 87, Page 35, of the Public Records of St. Johns County Florida. As the rear lot line varies within each Lot, the rear ten feet (10') shall be measured from any given point on the rear Lot line of any Lot extending at a ninety degree (90°) angle from such rear Lot line.

AND

The Variable Width Drainage & Access Easement located within Lot 23 of the Plat of Twin Creeks North Parcel 13 Phase 1, recorded in Map Book 87, Page 35, of the Public Records of St. Johns County, Florida.