

Prepared by and return to:

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**FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CELESTINA**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CELESTINA (this "Amendment") is made this 23rd day of June, 2015, by **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership, having an office at 90 Fort Wade Road, Suite 100, Ponte Vedra, Florida 32081 (the "Declarant").

RECITALS:

WHEREAS, Declarant executed that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Celestina recorded on April 28, 2015, in O.R. Book 4020, Page 1 of the Public Records of St. Johns County, Florida (the "Master Declaration"); and

WHEREAS, pursuant to the authority given Declarant in Article XII, Section 5 of the Master Declaration, Declarant has the right to amend the Master Declaration without Association or other third-party approval before turnover of control of the Association has occurred, and turnover has not occurred as of the date hereof.

NOW THEREFORE, Declarant hereby amends the Master Declaration as follows.

1. Recitals. The foregoing recitals are acknowledged as true and correct and are incorporated herein by reference.
2. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Master Declaration.
3. Maintenance of Waterfront Lots. Article X, Section 17 is hereby amended by adding the following paragraph at the end of such section:

In addition, Owners of Waterfront Lots (as hereafter defined) shall be responsible for maintaining portions of the Common Areas that are bounded by (a) such Owner's rear Lot line, (b) the imaginary rearward extensions of the two side Lot lines from the rear Lot line to the edge of the water (for wet water bodies) or the center of the water body (for dry water bodies), and (c) said edge of the water (for wet water bodies) or center of the water body (for dry water bodies), in a first class, neat, attractive and sanitary condition and repair, including without limitation, having the grass regularly cut, and the exercise

of generally accepted landscape management practices necessary to promote a healthy, weed free environment for optimum plant growth. Such maintenance shall be performed in accordance with all applicable laws and permits. As used herein, "Waterfront Lot" means any Lot that would front on a drainage pond, lake or other water body if the side Lot lines were projected in straight lines directly from the rear Lot line to such water body within the Common Area abutting the rear line of that Lot.

4. Ratification of Master Declaration. Except as amended and modified hereby, the Master Declaration is unchanged, remains in full force and effect and is hereby ratified and confirmed by the Declarant.

[signature page follows]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed on the date stated above.

WITNESSES:

STANDARD PACIFIC OF FLORIDA,
a Florida general partnership

By: Standard Pacific of Florida GP, Inc.,
a Delaware corporation,
its managing general partner

By: [Signature]
Print Name: Shawn Stant
By: [Signature]
Print Name: Patr. M. Mangus

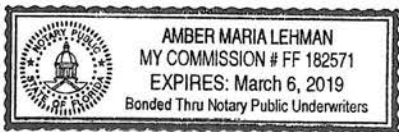
By: [Signature]
Maurice Rudolph,
Vice President – Land Operations

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of June, 2015, by Maurice Rudolph, as Vice President – Land Operations of Standard Pacific of Florida GP, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Florida, on behalf of the corporation and the partnership. He is personally known to me or [] produced _____ as identification.

(NOTARIAL SEAL)



[Signature]
NOTARY PUBLIC
Print Name: Amber Maria Lehman
My commission expires: March 06, 2019

[Signature Page to First Amendment to Master Declaration]