

PREPARED BY AND RETURN TO:

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Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR MONTEVILLA AT BARTRAM LAKES**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MONTEVILLA AT BARTRAM LAKES (this "**Fourth Amendment**") is made on this 16th day of June, 2018, by STANDARD PACIFIC OF FLORIDA, a Florida general partnership (the "**Declarant**") and joined in by MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Montevilla at Bartram Lakes, recorded in O.R. Book 16770, Page 1245 (the "**Original Declaration**"), as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Montevilla at Bartram Lakes, recorded in O.R. Book 17022, Page 1976 ("**First Amendment**"), the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Montevilla at Bartram Lakes, recorded in O.R. Book 17058, Page 263 ("**Second Amendment**"), and the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Montevilla at Bartram Lakes, recorded in O.R. Book 17534, Page 1470 ("**Third Amendment**"), all of the Public Records of Duval County, Florida. The Original Declaration, the First Amendment, the Second Amendment, and the Third Amendment shall be referred to as the "**Declaration**."

B. Pursuant to Article VIII, Section 5 of the Declaration, the Declarant has the right to amend the Declaration without the 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, the Declarant hereby amends the Declaration as set forth herein.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Fourth Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Whenever possible, this Fourth

Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Article III, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following as new Article III, Section 3:

Section 3. **Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of the garage, porches, patios and lanais per City or County zoning shall contain at least 1,450 square feet of air conditioned space. This Article III, Section 3 and the minimum residence size restriction set forth herein shall not be amended by the Declarant. The Declarant hereby waives the right to reduce the minimum residence size below 1,450 square feet of air conditioned space and further waives Declarant's right to amend this Article III, Section 3.

4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. This Fourth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Duval County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Declarant has caused this Fourth Amendment to be executed by its duly authorized representative and has affixed its company seal as of this 6th day of June, 2018.

WITNESSES:

"DECLARANT"

STANDARD PACIFIC OF FLORIDA, a
Florida general partnership

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

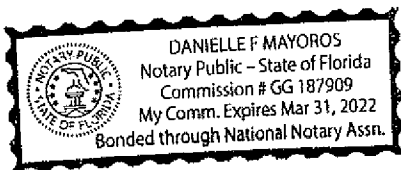
Cynthia Arnold
Print Name: Cynthia Arnold
Kristina Dods
Print Name: Kristina Dods

By: [Signature]
Name: Scott Keiling
Title: Authorized Signatory

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 6th day of June, 2018, by Scott Keiling, as Authorized Signatory of Standard Pacific of Florida GP, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Florida, a Florida general partnership, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
Print Name: Danielle F Mayoros
My Commission Expires: 3/31/2022

JOINDER

MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MONTEVILLA AT BARTRAM LAKES (the "**Fourth Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the terms provided in the Fourth Amendment and does not affect the validity of the Fourth Amendment as the Association has no right to approve the Fourth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16th day of June, 2018.

WITNESSES:

"ASSOCIATION"

MONTEVILLA AT BARTRAM LAKES
ASSOCIATION, INC., a Florida not-for-profit
corporation

Cynthia Arnold
Print Name: Cynthia Arnold

By: Zenzi Rogers
Name: Zenzi Rogers
Title: President

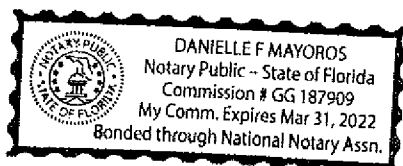
Kristina Dodd
Print Name: Kristina Dodd

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of June, 2018, by Zenzi Rogers, as President of MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.



D Mayors
Notary Public
Print Name: Danielle F. Mayors

My Commission Expires: 3/31/2022