

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder LLP
5133 Castello Drive, Suite 2
Naples, Florida 34103

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**THIRD AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR OLD STILL**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR OLD STILL (“Third Amendment”) is made this 29th day of April, 2020, by AVATAR PROPERTIES, a Florida corporation (“Developer”).

WHEREAS, Developer recorded that certain Declaration of Covenants and Restrictions for Old Still on July 20, 2015, in Official Records Book 17239, Page 1860, of the Public Records of Duval County, Florida, as amended and/or supplemented (the “Declaration”); and

WHEREAS, Developer is desirous of amending the Declaration as provided herein; and

WHEREAS, the Declaration provides in Section 11.6 that until transition of control of the Association to the Owners, the Developer shall have the unilateral right to amend the Declaration without the consent or joinder of any other party to the fullest extent permitted by law; and

WHEREAS, Developer still has control of the Association as of the date of this Third Amendment; and

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The definitions provided in the Declaration are incorporated herein by reference.
3. New Section 11.15 of Article XI of the Declaration is hereby added to read as follows:

Section 11.15. Additional Rights of Developer. For as long as Developer holds title to a Lot in Old Still, including after transition of control of the Association to the Owners, Developer and its nominees shall have access to the Property at all times, the right to control the entryway(s) and entry gate(s) for its sale and construction of homes,

and the right to control the construction and sales hours until the last home is completed and the last Lot is sold, closed and conveyed to an owner. Developer hereby reserves and grants an easement in favor of itself throughout all portions of Old Still as may be necessary for the purpose of accessing the Property as stated in this Section 11.15 and no Owner or the Association shall do any act which may interfere with Developer having access through the entranceway(s) and entry gate(s).

Developer and its nominees shall have the right to enter into and transact on the Property any business necessary to consummate the sale of Lots or real property within Old Still, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Property and show homes, and Developer further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property, and Developer, and its nominees, may exercise the foregoing rights without notifying the Association. Developer shall have the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Old Still and all improvements therein for Developer to comply and adhere to the same, and such rights shall survive the transition of control of the Association to the Owners and continue for such period of time as is necessary for Developer to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Developer shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements; and (vi) Owners shall not interfere in any manner whatsoever in the sales process by Developer and/or any of its affiliates, including the carrying of signs or other types of demonstrations in Old Still or any public right-of-way adjacent to the Property.

This Section 11.15 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Developer.

(Words struck through are deleted; words bolded and double-underlined are added)

4. This Third Amendment shall become effective upon recording amongst the Public Records of Duval County, Florida.

5. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Developer has executed this Third Amendment as of the day, month and year first above written.

Witnesses:

[Signature]

Signature

Mike Richey
Printed Name

[Signature]

Signature

Joy Green
Printed Name

AVATAR PROPERTIES, INC.,
a Florida corporation

By: [Signature]

Printed Name: Shawn Budd

Title: VP Land Dev.

STATE OF FLORIDA)
COUNTY OF Duval) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization by Shawn Budd, as V.P. of Land Development of AVATAR PROPERTIES, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April, 2020.

My Commission Expires:

[Signature]
Notary Public

JAYNE S. BRADLEY
Notary Public, State of Florida
Typed, printed or stamped name of Notary Public
My Comm. Expires 02/17/2023
Commission No. GG302877