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Hunter S. Conrad,Clerk of the Circuit Court St. Johns County FL Recording $44.00

Prepared by and return to:
Mark C. Dearing, Esq.
4220 Race Track Road
St. Johns, Florida 32259

**SUPPLEMENTAL DECLARATION OF**
**COVENANTS, CONDITIONS AND RESTRICTIONS**
**FOR SAN SALITO**

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "*Supplemental Declaration*") is made this 22 **day of** May **2017**, by D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation ("*Declarant*") who recites and provides:

RECITALS:

A. Declarant subjected certain lands to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for San Salito, recorded in Official Records Book 3956, page 1270 of the public records of St. Johns County, Florida (the "*Declaration*").

B. Pursuant to Article III, Section 1 of the Declaration, Declarant is authorized to subject other lands to the terms and conditions of the Declaration by recording a Supplemental Declaration.

C. Declarant is the owner of certain lands more particularly described as follows (the "*Unit 5 Property*"):

See Exhibit "A", attached hereto and made a part hereof

D. Declarant intends to subject the Unit 5 Property to the terms and conditions of the Declaration, provided, however, that the Unit 5 Property shall also be subject to the additional terms and conditions contained within this Supplemental Declaration.

**NOW, THEREFORE**, in consideration of the premises Developer hereby declares:

1. All Recitals are true and correct. All terms defined in the Declaration shall have the same meaning when used herein.

2. The Unit 5 Property is hereby subjected to all terms and conditions of the Declaration and all owners of all or any portion of the Unit 5 Property shall be bound by all such terms and conditions and shall have all rights and obligations set forth therein.

3. In addition to the foregoing, the Unit 5 Property is further subject to the following **Restrictions Affecting Occupancy and Alienation**, which shall supersede those limitations and restrictions contained within Article XIII, Section 3 of the Declaration:

3.1. **Restrictions on Occupancy**. Subject to the rights reserved to Declarant in Section 3.2 below, the Lots within the Unit 5 Property are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and (b)(2)(c) and the regulations promulgated thereunder (collectively, as may be amended, the "*Fair Housing Act*") allowing discrimination based on familial status. Declarant or the Association, acting through the Board, shall have the power to amend this Section, without the consent of the Owners or any person or entity except Declarant, for the purpose of maintaining the age restriction consistent with the Fair Housing Act, the regulations

adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section.

A. Each occupied Home shall at all times be occupied by at least one person fifty-five (55) years of age or older (an "*Age-Qualified Occupant*"); however, in the event of the death of an Age-Qualified Occupant who was the sole occupant of a Home, any qualified occupant may continue to occupy the same Home as long as the provisions of the Fair Housing Act are not violated by such occupancy.

B. No person under the age of nineteen (19) shall Occupy a Home.

C. Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) may occupy a Home unless the requirements of this Section are met nor shall any Owner permit occupancy of the Home in violation of this Section. Owners shall be responsible for including a statement that the Lots within the Subdivision are intended for the housing of persons fifty-five (55) years of age or older and that occupancy by any person under the age of nineteen (19) is prohibited, as set forth in this Section, in conspicuous type in any lease agreement or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the lessee or purchaser and for clearly disclosing such intent to any prospective lessee, purchaser, or other potential occupant of the Lot. Every lease agreement of a Lot or Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease agreement.

D. Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section with respect to a Home on his or her Lot, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Fair Housing Act would still be met, and further provided that no exception to subsection B. above shall be granted.

E. In the event of any change in occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Home, or otherwise, the Owner of the Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Home and such other information as the Board may reasonably require to verify the age of each occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Association may levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section, in addition to all other remedies available to the Association under the Declaration and Florida law.

3.2. **Sales by Declarant**. Notwithstanding the restriction set forth in this Section, Declarant reserves the right to sell Lots and Homes for Occupancy by Persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect the Community's compliance with all applicable State and Federal laws under which the Community may be developed and operated as an age-restricted community, including requirements that a minimum percentage of Homes be occupied by at least one Age-Qualified Occupant as required under the Act or any other such State and Federal laws.

3.3. **Monitoring Compliance; Appointment of Attorney-in-Fact**. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act, including initial registration with the Florida Commission on Human Relations and renewal every two (2) years thereafter. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their lessees and Mortgagees upon reasonable request.

3.4. **Enforcement**. The Association may enforce this Section in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Homes, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Home be provided to the Board on a periodic basis, in its sole discretion, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. Association's records regarding

individual Members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the occupancy of Home on his or her Lot which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section. Each Owner hereby appoints the Association as its attorney in fact for the purpose of taking legal or equitable action to dispossess evict or otherwise remove the occupants of any Home on his or her Lot as necessary to enforce compliance with this Section.

3.5. **Owner Compliance and Indemnity**. Each Owner shall be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section and the Association rules adopted hereunder, by itself and by its lessees and other occupants of its Lot or Home. Each Owner, by acceptance of title to a Lot or Home agrees to indemnify, defend and hold Declarant, any affiliate of Declarant and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Lot to so comply. Such defense costs shall include, but not be limited to, attorney fees and costs.

3.6. **Household Composition**. The Association shall not interfere with the freedom of Members and Residents to determine the number of qualified occupants within a household, except that it may limit the total number of persons entitled to occupy a Home based upon the size of the Home (based on such factors as the number of bedrooms), not to exceed the number permitted under current zoning ordinances and limit the number of occupants per household who have full privileges as members to use of the Common Area.

4. Article X of the Declaration is hereby amended to delete Section 1.5 in its entirety and replace it with the following for the Unit 5 Property:

1.5 The Association shall maintain and care for all landscaped and grassed areas and any common irrigation system installed within the Common Area in the Unit 5 Property and each Lot in the Unit 5 Property (with the exception of any areas which are enclosed by any fence, wall or similar structure or landscaping designed to restrict access to such portion of the Lot). "Maintenance and care" within the meaning of this Section 1.5 shall (i) include irrigating, mowing, edging, fertilizing, trimming of trees and landscaping and spraying of lawns, all to the level of care so that, at a minimum, the initial landscaping for the Lot provided by Developer shall be maintained, or as otherwise deemed appropriate by the Association, and (ii) replacement of sod, trees and landscaping (including, without limitation, replacement of any dead or dying trees) so that, at a minimum, the initial landscaping provided by Developer is maintained. If an Owner plants trees and/or landscaping on his or her Lot, such Owner shall be responsible for the maintenance, repair and replacement of same.

5. The invalidity of any part of this Supplement shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Supplement which shall remain in full force and effect.

6. In the event of any conflict between the terms of the Amendment and the terms of the Declaration, the terms of this Supplement shall control. Except as expressly modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

7. The Unit 5 Property shall be held, transferred, conveyed and encumbered in compliance with the terms and conditions of the Declaration and this Supplemental Declaration, which are covenants running with title to the Unit 5 Property.

8. Except as set forth herein, all terms and conditions of the Declaration remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the undersigned has caused this Supplemental Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered
In the presence of

Print Name: Deborah McGuire

Print Name: Anthony Smith

D.R. HORTON, INC. – JACKSONVILLE

By: _____
John E. Zakoske, Vice President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22nd day of May, 2017, by John E. Zakoske, the Vice President of D.R. Horton, Inc. – Jacksonville, a Delaware corporation, on behalf of the company, and who is personally known to me.

MARK C DEARING
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF081866
Expires 2/11/2018

_____
Notary Public, State and County Aforesaid
Print Name: _____
My commission expires: _____
Commission No.: _____

Exhibit "A"

Unit 5 Property

All that real property contained within Northridge Lakes Unit 5, according to plat thereof, recorded in Map Book 85, pages 13 through 20, inclusive, in the public records of St. Johns County, Florida.