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THIS DOCUMENT PREPARED BY AND RETURN TO:
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225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

SUPPLEMENTARY DECLARATION AND FIRST AMENDMENT OF THE COVENANTS AND RESTRICTIONS FOR TWENTY MILE WEST

THIS SUPPLEMENTARY DECLARATION AND FIRST AMENDMENT (this "Supplementary Declaration") is made effective as of February 23, 2015, by **HYDRY COMPANY, LLC**, a Delaware limited liability company ("Developer"), and is joined by **TWENTY MILE WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

RECITALS:

A. Developer executed the Declaration of Covenants and Restrictions for Twenty Mile West, recorded in Official Records Book 3947, page 987 of the public records of St. Johns County, Florida (the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof.

B. The Association is the entity responsible for administering the terms of the Declaration.

C. Developer is the owner of the land described on **Exhibit "A"** attached hereto (the "Twenty Mile Village Property").

D. Section 3.2 of the Declaration allows the Developer to subject the Twenty Mile Village Property to the terms and provisions of the Declaration without the consent or joinder of any other party, and the Developer desires to subject the Twenty Mile Village Property to the terms and provisions of the Declaration.

E. Pursuant to Section 11.6 of the Declaration, the Declaration may be amended by Owners holding at least two-thirds (2/3rds) of the total votes in the Association. Developer holds at least two-thirds (2/3rds) of the total votes in the Association, and desires to subject the Property under the Declaration (as may be modified from time-to-time) to the additional restrictions set forth below.

NOW THEREFORE, the Developer hereby declares that:

1. **General.** All capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.

2. **Addition of Twenty Mile Village Property.** The Twenty Mile Village Property is added to the Property under the Declaration, and such land and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions,

easements, charges and liens and all other matters as set forth in the Declaration, as the same may be amended from time to time.

3. **Tract "J4" Access Disclosure.** A new Section 8.45 is added to the Declaration.

Section 8.45 **Tract "J4" Access Disclosure.** The Association and all Owners from time-to-time are notified of a private access drive connecting Eagle Rock Drive to lands not subject to the Declaration located to the north of the Twenty Mile Village Property (the "Neighboring Land"). Such private access drive will be located within Tract "J4" as shown on the plat of Twenty Mile Village at Nocatee Phase 1 ("Tract "J4") to be recorded in the public records of St. Johns County, Florida. Tract "J4" is shown in cross-hatching on **Exhibit "B"** attached hereto.

Developer reserves for itself and Developer's designees and specific assignees the right to use Tract "J4" for any use(s) determined necessary or convenient by Developer and its designees and specific assignees, including, without limitation, use of a private access drive which may be located on Tract "J4" for purposes of vehicular, pedestrian and any other means of ingress and egress over such private access drive to and from the Neighboring Land and any improvements located thereon from time-to-time, and the installation, use, modification, maintenance, repair and replacement of any access and/or utility improvements necessary or convenient to serve the Neighboring Land.

The Association and the Owners acknowledge that (i) Developer and/or its designees and specific assignees may (but shall not have the obligation) install a lockable fence on Tract "J4" near the boundary of Tract "J4" and the northern right-of-way line of Eagle Rock Drive; and (ii) from time-to-time timber trucks, maintenance vehicles, fire protection vehicles and private passenger vehicles may use Tract "J4" for access to and from the Neighboring Land. The Association and the Owners also acknowledge that Tract "J4" is specifically excluded from the Property under the Declaration and shall not be subject to the terms and conditions of the Declaration. Also, the owner of Tract "J4" from time-to-time shall not be a member of the Association or any other association with jurisdiction to administer the Declaration. Neither the Association nor any Owner shall (i) enter upon Tract "J4" (except as specifically provided in the following paragraph); (ii) use, remove, alter or damage any improvements located within Tract "J4" from time-to-time (except as specifically provided in the following paragraph); or (iii) take any actions which inhibit or prohibit Developer's and/or Developer's designees and specific assignees access to or use of Tract "J4".

Developer and/or its designees and specific assignees may (but shall not have the obligation) install landscaping improvements on Tract "J4" near the boundary of Tract "J4" and the northern right-of-way line of Eagle Rock Drive. If such landscaping is installed, the Association shall have the right (but not the obligation) to maintain such landscaping, at the Association's sole cost and expense,

in good condition and repair, including trimming, fertilization, mowing, weeding, and replacement of dead or diseased plant materials. The Association hereby indemnifies and holds the owner of Tract "J4" from time-to-time, Developer and Developer's designees and specific assignees harmless from and against any and all claims, costs, damages, or liabilities (including, but not limited to, personal injury or property damage claims, construction or other liens, and attorneys' fees) arising out of the Association's entry onto Tract "J4".

As to any damage or injury to any improvements located within Tract "J4" from time-to-time caused by the Association or an Owner, or his/her family, guests, invitees, contractors or agents, the Association or such Owner (as applicable) shall reimburse the owner of Tract "J4" from time-to-time for the repair costs incurred by such owner of Tract "J-4", within 15 days of receipt of an invoice therefor.

4. **Effective Date.** This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. As specifically supplemented hereby, the Declaration shall remain in full force and effect. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, Developer and the Association have caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

HYDRY COMPANY, LLC,
a Delaware limited liability company

DocuSigned by:
Tina E Miller
9B14D22749F144C... Tina E Miller

DocuSigned by:
Jed V
1F089E4990C44BB...

(Print Name)
DocuSigned by:
Arden Tomczak
6D2A06F298A74... Arden Tomczak

By:
Name: **Jed V. Davis**
Its: **Vice President**

(Print Name)

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 23 day of February, 2015 by Jed V. Davis, the Vice President of **HYDRY COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

DocuSigned by:
Tina E Miller
9B14D22749F144C... Tina E Miller

Print Name: _____
NOTARY PUBLIC, State of Florida at Large
Commission #: _____
My Commission Expires: _____
Personally Known: _____
or Produced I.D.: _____
[check one of the above]
Type of Identification Produced: _____



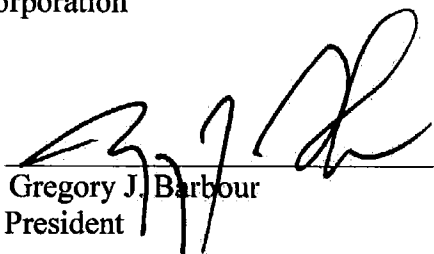
Signed, sealed and delivered
in the presence of:

DocuSigned by:
Arden Tomczak
6D2A06F298A7495... Arden Tomczak

(Print Name)
DocuSigned by:
Tina E Miller
9B14D22749F144C... Tina E Miller

(Print Name)

**TWENTY MILE WEST HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-
profit corporation

By: 
Name: Gregory J. Barbour
Its: President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 23 day of February, 2015
by Gregory J. Barbour, the President of **TWENTY MILE WEST HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation.

DocuSigned by:
Tina E Miller
9B14D22749F144C... Tina E Miller
Print Name: _____
NOTARY PUBLIC, State of Florida at Large
Commission #: _____
My Commission Expires: _____
Personally Known: _____
or Produced I.D.: _____
[check one of the above]
Type of Identification Produced: _____



EXHIBIT "A"

TWENTY MILE VILLAGE PROPERTY

All lots and other land shown on the plat of Twenty Mile Village at Nocatee Phase 1, recorded in Map Book 74, pages 5 through 36, inclusive, of the public records of St. Johns County, Florida.

LESS AND EXCEPT:

Tract "J4" as shown on the plat of Twenty Mile Village at Nocatee Phase 1, recorded in Map Book 74, pages 5 through 36, inclusive, of the public records of St. Johns County, Florida.

EXHIBIT "B"

TRACT "J4"

