

PREPARED BY AND RETURN TO:  
SPENCER N. CUMMINGS, ESQ.  
GUNSTER YOAKLEY & STEWART, P.A.  
225 WATER STREET, SUITE 1750  
JACKSONVILLE, FL 32202

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR TWENTY MILE CENTRAL**

28 THIS FIRST AMENDMENT ("First Amendment") is made effective as of October 28, 2015, by **HYDRY COMPANY, LLC**, a Delaware limited liability company (the "Developer") and **TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

**RECITALS:**

A. The Declaration of Covenants and Restrictions for Twenty Mile Central is recorded in Official Records Book 4091, page 1523, of the public records of St. Johns County, Florida (the "Declaration").

B. Developer is the holder of at least two-thirds (2/3rds) of the total votes of the Association, and pursuant to Section 11.6, and other applicable provisions of the Declaration, Developer hereby amends the Declaration as follows:

1. **Fences and Retaining Walls.** Section 8.18 of the Declaration is deleted and replaced with the following:

Except as approved by the Developer pursuant to Article V hereof no fence, retaining wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

The Developer and/or the Association has installed or will install retaining walls on certain Lots within the Property (the Owners of any Lots within a portion of such retaining walls located thereon are collectively referred to herein as the "Retaining Wall Owners"). The Retaining Wall Owners hereby grant to the Developer and the Association, and their successors, assigns, designees, agents, and contractors, a perpetual non-exclusive easement in, on, over and upon such portions of the Property as may be reasonably necessary for the purpose of installing, maintaining, repairing, and replacing such retaining walls, including, without limitation, the right to enter upon any portion of the Retaining Wall Owners' Lots for such purposes. The Retaining Wall Owners specifically acknowledge and agree that such retaining walls may not be removed or altered without Developer's prior written consent.

Each Retaining Wall Owner shall be responsible for maintaining, at its sole cost and expense, any portion of the retaining walls located on or about such Retaining Wall Owner's respective Lot in a neat and attractive condition, including, without limitation, such maintenance and repair as may be required by

the Association. The Association shall maintain, at the Association's sole cost and expense (but subject to reimbursement through assessments levied under this Declaration) all portions of the retaining walls located outside of a Retaining Wall Owner's Lot, including in common areas, rights-of-way, and open space tracts, and not required to be maintained by the Retaining Wall Owners pursuant to the preceding sentence. If a Retaining Wall Owner fails to maintain the retaining wall in accordance with this Section, then the Association may provide notice (at the address for such Retaining Wall Owner in the Association's official records) to the Retaining Wall Owner of such deficiencies. If such Retaining Wall Owner does not cure such deficiency within fifteen (15) days after receipt of the notice, then the Association may (but shall not have the obligation) cure such deficiency and in such event such Retaining Wall Owner shall reimburse the Association for the costs of such work within ten (10) days of receipt of an invoice therefor. The Association shall have the right to place a lien on a Retaining Wall Owner's Lot in accordance with the terms of this Declaration for the failure to pay the costs of such work within such ten (10) day period.

No Owner shall damage, destroy or otherwise interfere with any such retaining walls. As to any damage or injury to such retaining walls caused by an Owner, or his/her family, guests, invitees, contractors or agents, such Owner shall reimburse the Association for the repair costs incurred by the Association within fifteen (15) days of receipt of an invoice therefor.

2. **Ratification.** As specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

***[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

Jill Whalen  
Jill Whalen  
(Print Name)

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

MaryAnne Lane  
MARYANNE LANE  
(Print Name)

STATE OF FLORIDA        )  
  )SS  
COUNTY OF DUVAL        )

The foregoing instrument was acknowledged before me this 28 day of October, 2015 by Jed V. Davis, the Vice President of **HYDRY COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

Tina E Miller  
Print Name: Tina E Miller  
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:

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

Jill Whaley  
Jill Whaley  
(Print Name)

Mary Anne Lane  
MARY ANNE LANE  
(Print Name)

By: [Signature]  
Name: Gregory J. Barbour  
Its: President

STATE OF FLORIDA        )  
                                      )SS  
COUNTY OF DUVAL        )

The foregoing instrument was acknowledged before me this 28 day of October, 2015  
by Gregory J. Barbour, the President of **TWENTY MILE CENTRAL HOMEOWNERS  
ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation.

Tina E Miller  
Print Name: Tina E Miller  
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: \_\_\_\_\_

