

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

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
DORADO**

This instrument ("Amendment") is made as of this 23 day of March, 2021 by D.R. Horton, Inc. - Jacksonville, a Delaware Corporation ("Declarant"), whose principal office is located at 4220 Race Track Road, St. Johns, FL 32259 and joined in by DORADO OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit whose principal office is located at 4220 Race Track Road, St. Johns, FL 32259.

**WHEREAS**, Declarant holds all rights as "Declarant" under that certain Declaration of Covenants and Restrictions for Dorado Owners Association, Inc., recorded in Official Records Book 5176, Page 1501 of the Public Records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS**, Declarant desires to amend the Declaration with regard to certain matters contained therein;

**WHEREAS**, Pursuant to Article, XIV, Section 10.4 of the Declaration, Declarant may amend the Declaration to correct scrivener's errors or make nonmaterial changes;

**NOW, THEREFORE**, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.
3. The first paragraph of Article XIII, Section 16 is hereby amended to delete the first paragraph in its entirety and replace it with the following:

Section 16. **Fences.** No fences or walls shall exceed six (6) feet in height and no chain link or similar style fence shall be allowed on any Lot. All fences, except those abutting a lake, shall be constructed in tan vinyl privacy material or of a color, design and material approved in advance by the ARC. No fence or wall shall be built beyond the plane from the front corner of the Home to the side lot lines. For corner Lots, no fence or wall on the side common to the street right of way shall extend forward of the rear corner of the Home. On lots abutting lakes, canals or other bodies of water, no fence shall be placed beyond the top of the bank. Only open picket, black metal fences shall be allowed along the rear Lot line and along the rear sixteen feet (16') of each side Lot line. Fencing on the side Lot lines of Lots abutting lakes, canals or other bodies of water may be either four (4) or six (6) feet, open picket, black metal or tan vinyl or of a color, design and material approved

in advance by the ARC, with the rear sixteen feet (16') transitioning from four (4) to six (6) feet, if applicable. The Owner assumes complete responsibility to maintain any fence on such Owner's Lot, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARC's approval, at the time the fence is installed.

6. This Amendment shall become effective upon recording in the Public Records of St. Johns County, Florida.

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

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

**SIGNATURE PAGES TO FOLLOW**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

Signed, sealed and delivered  
In the presence of

D.R. HORTON, INC. - JACKSONVILLE

Deborah McClure  
Print Name: Deborah McClure

By: [Signature]  
John E. Zakoske, Vice President

Senhiter Gross  
Print Name: Senhiter Gross

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence this 23 day of March, 2021, by John E. Zakoske, Vice President of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the company, and who is personally known to me.



DEBORAH E. MCCLURE  
Commission # GG 987814  
Expires July 10, 2024  
Bonded Thru Budget Notary Services

Deborah E. McClure  
Notary Public, State and County Aforesaid  
Print Name: Deborah E. McClure  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE)

Signed, sealed and delivered  
In the presence of

Deborah McClure  
Print Name: Deborah McClure

Anthony Sharp  
Print Name: Anthony Sharp

DORADO OWNERS  
ASSOCIATION, INC.

By: Jennifer Grose  
Jennifer Grose, President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence this 23  
day of March, 2021, by Jennifer Grose, President of Entrada Homeowners Association, Inc.,  
a Florida not-for-profit, on behalf of the company, and who is personally known to me.



DEBORAH E. MCCLURE  
Commission # GG 967814  
Expires July 10, 2024  
Bonded Thru Budget Notary Services

Deborah E. McClure  
Notary Public, State and County Aforesaid  
Print Name: Deborah E. McClure  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_