

PREPARED BY AND RETURN TO:

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401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Cross Reference: CFN # 2024053778

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST AMENDMENT TO COMMUNITY DECLARATION FOR
HOLSTEIN CROSSING**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR HOLSTEIN CROSSING (this “**Amendment**”) is made by LENNAR HOMES, LLC, a Florida limited liability company (the “**Declarant**”), joined by HOLSTEIN CROSSING OWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR HOLSTEIN CROSSING in O.R. Book 4878, Page 1469, as Clerk’s File Number # 2024053778, in the Public Records of Clay County, Florida (the “**Declaration**”).

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover, without the joinder or consent of any person or entity.

C. As of the date of this Amendment, the Turnover has not yet occurred.

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are deleted, restated, replaced, or added in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. The definition of "Common Areas" in Section 2 of the Declaration is hereby amended as follows:

"Common Areas" shall mean any and all real property interests and personalty within HOLSTEIN CROSSING designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners (as defined herein). The Common Areas may include, without limitation, the private roadways, the SMS (as defined herein), the Wetland Conservation Areas (as defined herein), any Mail Delivery Center(s) (as defined herein), ~~the Recreational Facilities (as defined herein),~~ the Trail System (as defined herein), the Playground Facility (as defined herein), entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, irrigation facilities located within Common Areas, certain sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

4. The definition of "Operating Expenses" in Section 2 of the Declaration is hereby amended as follows:

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association, as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the private roadways, the SMS, the Wetland Conservation Areas, any Mail Delivery Center(s), ~~the Recreational Facilities,~~ the Trail System, and the Playground Facility; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any street lighting agreement between the Association and a utility provider or Private Light Provider (as defined herein), if any; all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; amounts payable by the Association to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein) furnished to Owners, if any; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; costs of utilities; taxes; insurance; bonds; salaries; management fees; professional fees; pest control costs; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves (as defined herein).

5. Section 9.2 of the Declaration is hereby amended as follows:

9.2 Construction of Common Areas and Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas, as the Declarant determines in its sole discretion. ~~Certain Common Area improvements are intended for recreational activities (collectively, the "Recreational Facilities").~~ The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, ~~including, without limitation, the Recreational Facilities.~~ Prior to the Community Completion Date, the Declarant reserves the absolute right to construct (or cause to be constructed) additional Common Area improvements, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities, and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant or its agents, assigns, or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes, or changes or modifications to any of them.

6. Section 9.16 of the Declaration is hereby deleted in its entirety and replaced with the following *[SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]*:

9.16 Playground Facility. The Declarant anticipates it may construct a playground facility as part of the Common Areas (the "**Playground Facility**"). The Association may adopt Rules and Regulations from time to time governing use of the Playground Facility, including, without limitation, requirements that minors be accompanied by adults while using the Playground Facility. Parents and guardians are responsible for the actions and safety of any minors using the Playground Facility and any damages caused by such minors. By acceptance of a deed to a Lot, each Owner acknowledges and agrees that utilizing any equipment or climbing on any structures located within the Playground Facility involves risks of injury to persons. Additional risks include, but are not limited to: theft; inclement weather; acts of God; traffic on nearby streets; and all other circumstances inherent to recreational or outdoor activities. Any Permitted User or other person who, in any manner, makes use of the Playground Facility, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored on the Playground Facility, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Playground Facility, caused by such Owner or any Permitted Users utilizing HOLSTEIN CROSSING through or under such Owner. Each Owner assumes sole responsibility for the health, safety, and welfare of such Owner or any Permitted Users utilizing HOLSTEIN CROSSING through or under such Owner, and the personal property of all of the foregoing. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used or placed on the Playground Facility. No Owner or Lessee may use the Playground Facility for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason. All costs associated with the maintenance, repair and replacement of the Playground Facility shall be part of the Operating Expenses. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH PLAYGROUND FACILITY. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE USE OF OR THE SAFETY OF PERSONS USING THE PLAYGROUND FACILITY. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY.

7. A new Section 9.17 is hereby added to the Declaration as follows *[SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]*:

9.17 Trail System. The Declarant anticipates it will construct a trail system as part of the Common Areas (the "Trail System"). All provisions contained herein with respect to Common Areas shall apply to such Trail System. The Association may adopt Rules and Regulations from time to time governing the Trail System. The Association shall maintain and landscape such Trail System, which costs shall be Operating Expenses. Each Owner, by acceptance of a deed to a Lot, or any person by use or occupancy of a Home, acknowledges the foregoing notice and assumes all risks related to or arising out of the existence of the Trail System and/or the use of the Trail System. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH TRAIL SYSTEM. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF THE TRAIL SYSTEM. ANY PERSON USING SUCH TRAIL SYSTEM, AND EACH OWNER AND THEIR PERMITTED USERS, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH TRAIL SYSTEM.

8. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

9. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Clay County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Amendment to be executed by its duly authorized representative as of this 10th day of January, 2025.

WITNESSES:

"DECLARANT"

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: CABRIEL BARRA
Address: 7411 Fullerton St Ste 220
Jacksonville FL 32256

By:

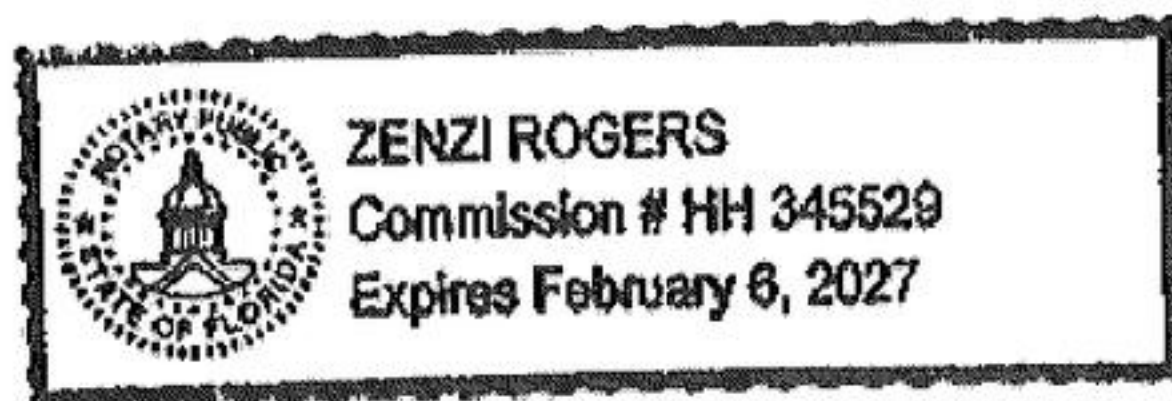
[Signature]
Name: Christine Braun
Title: Vice President

Address: 7411 Fullerton St Ste 220
Jacksonville FL 32256

[Signature]
Print Name: Bernardo Rodriguez
Address: 7411 Fullerton St Ste 220
Jacksonville FL 32256

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of January, 2025, by Christine Braun as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced a driver's license as identification.



[Signature]
Notary Public
Print Name: Zenzi Rogers
My Commission Expires: 2/6/27

ASSOCIATION JOINDER

HOLSTEIN CROSSING OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR HOLSTEIN CROSSING (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10th day of January 2025.

WITNESSES:

HOLSTEIN CROSSING OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

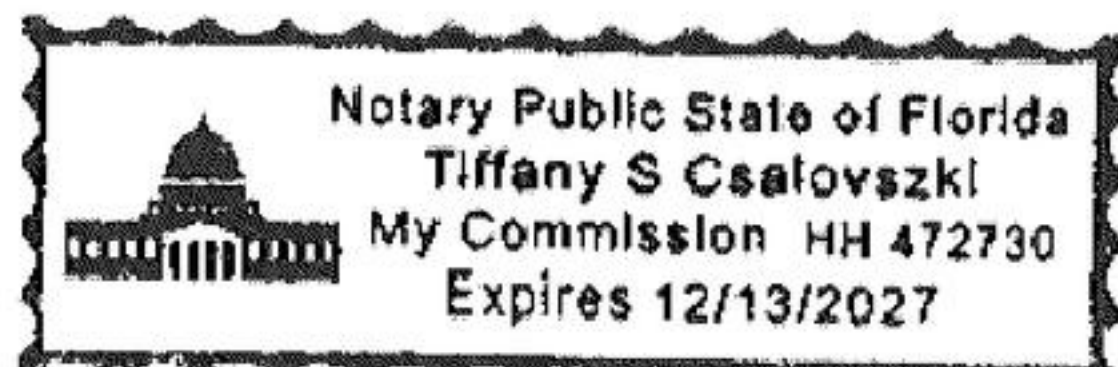
[Signature]
 Print Name: GABRIELE BARRA
 Address: 7411 Fullerton St Ste 220
Jacksonville, FL 32256
[Signature]
 Print Name: Eduardo Rodriguez
 Address: 7411 Fullerton St Ste 220
Jacksonville, FL 32256

By: [Signature]
 Name: Zenzi Rogers
 Title: President
 Address: 7411 Fullerton St Ste 220
Jacksonville, FL 32256

STATE OF FLORIDA
 COUNTY OF Duval }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of January, 2025, by Zenzi Rogers as President of HOLSTEIN CROSSING OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:



[Signature]
 NOTARY PUBLIC, State of Florida at Large

Print Name:

Tiffany S. Csalovszki