

PREPARED BY AND RETURN TO:

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

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR BAINEBRIDGE ESTATES UNIT TWO**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BAINEBRIDGE ESTATES UNIT TWO (this “**First Amendment**”) is made on this 7th day of March, 2017, by BAINEBRIDGE 249, LLC, a Florida limited liability company (the “**Developer**”), joined by BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Bainebridge Estates Unit Two was recorded in O.R. Book 16632, Page 1097 (the “**Original Declaration**”), as amended by the Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Bainebridge Estates Unit Two, recorded in O.R. Book 17330, Page 305 (the “**First Supplement**”), all as recorded in the Public Records of Duval County, Florida. This First Amendment, together with the Original Declaration and the First Supplement shall be referred to as the “**Declaration**.”

B. Pursuant to Section 14.6 of the Declaration, the Developer prior to Turnover has the unilaterally right to amend the Declaration without the consent or joinder of any party in any manner as the Developer may deem necessary or convenient provided such amendment (i) is not consistent with the general scheme of development of Bainebridge Estates Unit Two, or (ii) material and adversely alters the proportionate voting interest appurtenant to a Lot.

NOW THEREFORE, the Developer hereby amends and supplements the Declaration as set forth herein.

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

2. **Conflicts.** In the event there is a conflict between this First Amendment

and the Declaration, this First Amendment shall control. Whenever possible, this First 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. Section 4.14 is hereby added to the Declaration as follows:

4.14 Right of Way

Each Owner shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, driveway and landscaping immediately adjacent to such Owner's Lot and located between such Owner's Lot and the public roadway (the "Public Right-of-Way"). Each Owner is required to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including without limitation brick pavers, and other paved and concrete surfaces located within the Public Right-of-Way (collectively, the "Improved Surfaces"). Each Owner shall fully indemnify and hold harmless the Developer, the Association, the Board, each other Owner and the Association's property management company from any claims, Duval County or Jacksonville City fines, or other losses, damages, actions, suites, judgments, costs or expense for injury to persons (including death) or damage to property (including destruction) resulting from or arising out of the maintenance (i.e., failure to maintain) use or existence of the Improved Surfaces.

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

5. Covenant. This First Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Duval County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Developer has caused this First Amendment to be executed by its duly authorized representative and has affixed its company seal as of this 7th day of March, 2017.

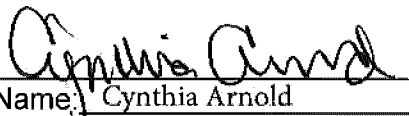
WITNESSES:

"DEVELOPER"

BAINBRIDGE 249, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company
Its: Managing Member


Print Name: Kristina Dods


Print Name: Cynthia Arnold

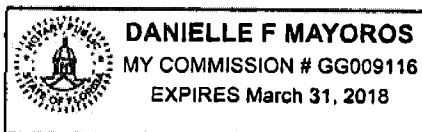
By: U.S. Homes Corporation,
a Delaware corporation
Its: Managing Member


By: 
Name: Scott Keiling
Title: Vice President

[Company Seal]

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 7th day of March, 2017, by Scott Keiling, as Vice President of U.S. Homes Corporation, a Delaware corporation, the managing member of Lennar Homes, LLC, a Florida limited liability company, the managing member of Bainebridge 249, LLC, a Florida limited liability company, on behalf of the corporation and the limited liability companies. He [is personally known to me] [has produced as identification].




Notary Public
Print Name: Danielle F. Mayoros
My Commission Expires: March 31, 2018

JOINDER

BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BAINEBRIDGE ESTATES UNIT TWO (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 rights and obligations provided in the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

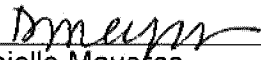
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7th day of March, 2017.


WITNESSES:

BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation



Print Name: Scott Keiling

By: 
Name: Danielle Mayoros
Title: President



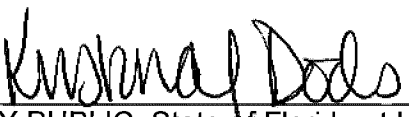
Print Name: Cynthia Arnold

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 7th day of March, 2017, by Danielle Mayoros, as President of BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who ~~is personally known to me or who has produced~~ _____ as identification.

My commission expires:



NOTARY PUBLIC, State of Florida at Large

Print Name: Kristina Dods

