

PREPARED BY AND RETURN TO:

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**SECOND AMENDMENT TO COMMUNITY DECLARATION
FOR BAYBERRY**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR BAYBERRY (the "**Second Amendment**") is made this 2 day of December, 2016, by PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in the State of Florida (the "**Declarant**"), and joined in by BAYBERRY AT BARTRAM PARK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

WHEREAS, Declarant, with the joinder of the Association, entered into that certain Community Declaration for Bayberry recorded January 22, 2015 in Official Records Book 17041, Page 849 in the Public Records of Duval County, Florida as amended by that certain First Amendment to Community Declaration for Bayberry recorded February 10, 2015 in Official Records Book 17062, Page 1175, Public Records of Duval County, Florida (together the "**Declaration**");

WHEREAS, unless otherwise defined in this Second Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Declaration;

WHEREAS, Section 4.3 of the Declaration provides that, prior to the Turnover, Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date the Declaration is recorded or except as expressly set forth therein;

WHEREAS, Declarant is desirous of executing and recording this Second Amendment, and Association is desirous of joining in this Second Amendment, for the purpose of amending and restating Section 12.4.1 of the Declaration to increase the number of vehicles that may be parked in a driveway to two (2) vehicles, as more particularly set forth hereinbelow.

NOW THEREFORE, for and in consideration of these premises, the mutual covenants contained in this Second Amendment, Declarant hereby amends the Declaration, and the Association joins in and consents to this Second Amendment, as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Amendment of Section 12.4.1. Section 12.4.1 of the Declaration is hereby amended and restated in its entirety to read as follows (additions underlined and deletions with strikethrough):

12.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of BAYBERRY or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved surfaces comprising the Common Area, including the private roadways, except in designated parking areas, if any. To the extent BAYBERRY has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in BAYBERRY except during the period of a delivery. All vehicles associated with any Home must be parked in the respective Owner's garage before any vehicles are parked in the Owner's driveway. At no time may more than ~~(1)~~ two (2) vehicles be parked in the Owner's driveway. No all-terrain vehicles (ATVs), golf carts, scooters, motor cycles, mini motorcycles, or commercial vehicles are permitted at any time to be parked on the Owner's driveway.

3. No Further Amendment/Binding Effect. Except as hereby amended and modified, the Declaration shall remain in full force and effect. The Declaration, as amended by this Second Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in BAYBERRY or any part thereof, and their respective heirs, personal representatives, successors and assigns.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 2nd day of December, 2016.

WITNESSES:

“DECLARANT”

PULTE HOME CORPORATION, a Michigan corporation

[Signature]
Print Name: Angel Alfonso

By: [Signature]
Name: CLINT BALL
Title: Vice President
Date: 12/2, 2016

[Signature]
Print Name: CARLOS GREGORY

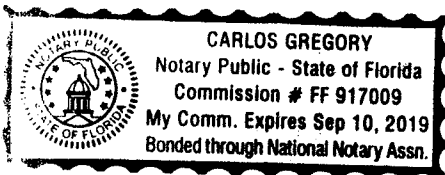
STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 2nd day of DECEMBER, 2016, by CLINT BALL, as Vice President of PULTE HOME CORPORATION, a Michigan corporation. He [is personally known to me] [has produced _____ as identification].

[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: CARLOS GREGORY

My commission expires:



JOINDER

BAYBERRY AT BARTRAM PARK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the Second Amendment to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2 day of December, 2016.

WITNESSES:

BAYBERRY AT BARTRAM PARK
COMMUNITY ASSOCIATION, INC., a Florida
corporation not for profit

Valene Cludo
Print Name: Valene Cludo
Carlos Gregory
Print Name: CARLOS GREGORY

By: Angel Alfonso
Name: Angel Alfonso
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER 2016, by ANGEL ALFONSO, as PRESIDENT of BAYBERRY AT BARTRAM PARK COMMUNITY 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.

Carlos Gregory
NOTARY PUBLIC, State of Florida at Large
Print Name: CARLOS GREGORY

My commission expires:

