

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esq.
Carlton Fields, P.A.
4221 W. Boy Scout Blvd, Suite 1000
Tampa, FL 33607
(813) 229-4149

Space above reserved for Clerk's office

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BELLBROOKE

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BELLBROOKE ("Amendment") is made by KB Home Jacksonville LLC, a Delaware limited liability company authorized to do business in Florida, and its successors, assigns and designees ("KB"), and DFC Bellbrooke, LLC, a Florida limited liability company, and its successors, assigns and designees ("DFC").

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions for Bellbrooke was recorded on September 16, 2024, in Official Records Book 21196, Page 1118, public records of Duval County, Florida ("Declaration"); and

WHEREAS, KB and DFC are the Co-Declarant under the Declaration, and collectively constitute the Declarant under the Declaration; and

WHEREAS, pursuant to Section 15.2.1 of the Declaration as existing on the date hereof, Declarant has the right to amend the Declaration without the approval or joinder of any other party at any time prior to the date of Transfer of Control; and

WHEREAS, Transfer of Control has not occurred as of the effective date hereof; and

WHEREAS, KB and DFC now desire to undertake certain amendments to the Declaration, as more particularly described hereinafter;

NOW, THEREFORE, KB and DFC, based upon their collective exercise of Declarant rights, hereby state as follows:

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter.

2. All defined terms herein shall have the meaning set forth in the Declaration, unless specifically defined in this Amendment.

3. Section 1.14 of the Declaration is hereby amended to read as follows:

1.14 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties pursuant the Governing Documents, or any agreement properly entered into by the Association, including, but not limited to: (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the

Association; (c) the expenses incurred in the administration and management of the Association; and (d) the expenses declared to be Common Expenses pursuant to the Governing Documents, including, but not limited to, all expenses pertaining to maintenance, repair, replacement and/or reconstruction of any Private Roadways.

4. Section 1.15 of the Declaration is hereby amended to read as follows:

1.15 "Common Property" or "Common Properties" mean any portion or portions of the Property now or hereafter owned by the Association or designated herein or on any plat of the Property as recorded in the public records of the County, as from time to time may be amended ("Plat"), as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). "Common Property" shall also include, but shall not be limited to, (a) any landscaping in any median or cul-de-sac island located in any right-of-way as shown on the Plat (whether or not these areas are indicated as common areas), (b) any lake areas for which the Association has maintenance responsibility and for which the costs thereof shall be shared by the Homeowners and certain owners of adjacent real property pursuant to separate agreement, (c) all portions of the "Surface Water Drainage and Management System" (as defined in Article 10 hereof) which serve the Community, (d) any property designated by Co-Declarants as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration, (e) utility easements or tracts for corresponding sewer or potable water, (f) landscape buffers, (g) street trees other than those required to be maintained by a homeowner hereunder; and (h) parks/recreation areas; and (i) the Private Roadways.

5. Section 1.41 of the Declaration is hereby created to read as follows:

1.41 "Private Roadways" means any roadways contained within the Community as dedicated on the Plat and which are or will be owned by the Association as a private street or roadway. Private Roadways shall only be located within certain and limited portions of the Community, but for purposes hereof are deemed to be applicable to all portion of the Community and therefore applicable and usable by all Homeowners.

6. Section 1.42 of the Declaration is hereby created to read as follows:

1.42 "Public Roadways" means any roadways within the Community as depicted on the Plat which are for public access, which are not owned by the Association and which are not part of the Private Roadways.

7. Section 3.4.5 of the Declaration is hereby created to read as follows:

3.4.5 Easement Pertaining to Private Roadways. A perpetual, non-exclusive easement is hereby granted to each Homeowner, for such Homeowner and such Homeowner's family members, tenants, designees and invitees, over, across and through any and all Private Roadways for purposes of vehicular and pedestrian ingress and egress to and from the Lots and public rights-of-way.

8. Section 4.6.1(a) of the Declaration is hereby amended to read as follows:

(a) The Association has no ability or right to govern parking within or upon the ~~streets of the Community~~ Public Roadways ~~as such streets are public~~, and each Homeowner acknowledges the existence of and agrees to comply with applicable Governmental Entity ordinances pertaining to the parking of vehicles on the ~~streets of the Community~~ Public Roadways. With respect to the Private Roadways, although such Private Roadways are dedicated to and are owned or are to be owned by the Association,

the same provisions pertaining to parking on the Public Roadways shall be applicable to parking on the Private Roadways.

9. Section 7.1.6 of the Declaration is hereby amended to read as follows:

7.1.6 A Homeowner shall be required to maintain the grass areas and all trees and other landscaping located within the road right-of-way lying between the sidewalk and the edge of the Public Roadway or the Private Roadway ~~street or roadway~~ in front of such Homeowner's Lot.

10. Section 9.13 of the Declaration is hereby amended to read as follows:

9.1.3 Right to Inspect. Subject to reasonable advance notice for occupied Homes, there is specifically reserved unto the ARC the right of entry and inspection upon any Lot for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the ~~streets and roadways~~ Public Roadways and/or Private Roadways of the Community and a right of entry upon any Lot is hereby granted to the applicable Governmental Entities for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such Lot.

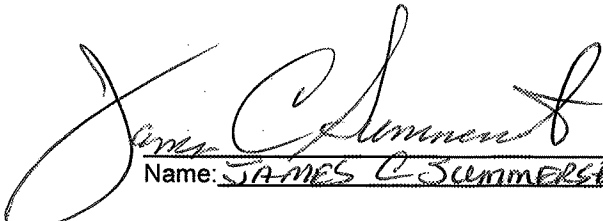
11. Except as modified by this Amendment, the Declaration remains valid and in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration prior to the effective date hereof, the provisions of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

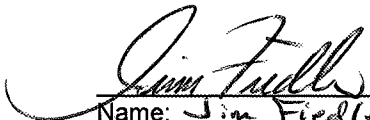
IN WITNESS WHEREOF, KB has caused this Amendment to be executed by its authorized representative and affixed its corporate seal as of this 12th day of NOV, 2024.

WITNESSES:

KB Home Jacksonville LLC,
a Delaware limited liability company
authorized to do business in Florida


Name: JAMES C SUMMERET
Address: 10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256

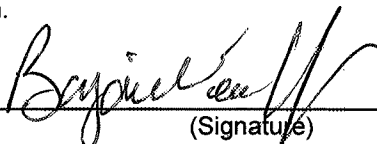
By: 
Todd Holder, Division President

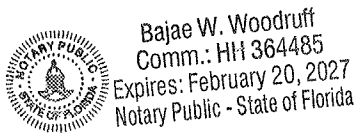

Name: Jim Fiedler
Address: 10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12th day of November, 2024, by Todd Holder, as Division President of KB Home Jacksonville LLC, a Delaware limited liability company authorized to do business in Florida. He is personally known to me or has produced _____ as identification.

My Commission Expires:
(AFFIX NOTARY SEAL)


(Signature)
Name: Bajae W Woodruff
(Legibly Printed)
Notary Public, State of Florida
1H364485
(Commission Number, if any)



IN WITNESS WHEREOF, DFC has caused this Amendment to be executed by its authorized representative and affixed its corporate seal as of this 12th day of November, 2024.

WITNESSES:

DFC Bellbrooke, LLC, a Florida limited liability company



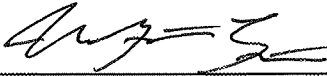
Name: Alexander Bamberger

Address: 13000 Sawgrass Village Cir. bld 5, Ste 24
Ponte Vedra Beach, FL 32082

By: 

Name: Kyle Hudson

Title: VP



Name: Wyatt Sutton

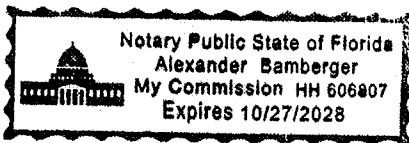
Address: 13000 Sawgrass Village Cir. bld. 5, Ste 24
Ponte Vedra Beach, FL 32082


STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12 day of November, 2024, by Kyle Hudson as VP of DFC Bellbrooke, LLC, a Florida limited liability company. He/She is personally known to me or has produced as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)




(Signature)

Name: Alexander Bamberger
(Legibly Printed)

Notary Public, State of Florida

HH 606807
(Commission Number, if any)