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FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAWKES MEADOW

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAWKES MEADOW ("Amendment") is made as of the dated noted below by KB Home Jacksonville LLC, a Delaware limited liability company authorized to do business in Florida ("KB").

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions for Hawkes Meadow was recorded on February 6, 2024, in Official Records Book 20942, Page 1310, public records of Duval County, Florida, as has been or may have been amended and supplemented from time to time (collectively, "Declaration"); and

WHEREAS, KB is 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 now desires to undertake certain amendments to the Declaration, as more particularly described hereinafter;

NOW, THEREFORE, KB, based upon its exercise of Declarant rights, hereby states as follows:

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

2. Section 4.6.1 of the Declaration is hereby deleted in its entirety and is replaced with the following:

4.6.1. Location of Parking.

(a) No vehicle shall be parked anywhere but on paved areas intended for that purpose (i.e., no street parking), it being the intent to limit and control on-street parking for a more aesthetic streetscape and safer vehicle access. Notwithstanding the foregoing, the following exceptions shall exist:

i. Guests and visitors of a Homeowner or Authorized User shall be permitted to park on the streets for no longer than 7 days in any 30 consecutive day time period and then must park in the same fashion as is required for Homeowners and Authorized Users. While parking within the Property, guests and visitors shall follow all parking rules and regulations; and

ii. the Board may grant temporary exceptions when it deems appropriate (for example, but not necessarily limited to, large parties, holidays, parade of homes, special events at a Home, and special events at a Lot).

(b) Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose.

(c) A Homeowner shall not be permitted to install upon a Lot any parking area in addition to the existing driveway without the prior written consent of the ARC.

(d) Homeowners' automobiles shall be parked in the garage or driveway of or pertaining to a Lot.

(e) No vehicle shall be permitted to park overnight within the Community which cannot be parked within the size of a private parking garage with the garage door closed.

3. Section 4.6.2 of the Declaration is hereby deleted in its entirety and is replaced with the following:

4.6.2 Permitted and Prohibited Vehicles; Exceptions.

(a) The parking of personal passenger vehicles, motorcycles, pick-up trucks, sport utility vehicles and work vehicles containing official insignias or visible designations (so long as same do not constitute a Commercial Vehicle, as defined hereinafter) is permitted in the driveway of a Lot, to the extent mandated under Section 720.3075(3)(b) of the Act.

(b) A "first responder" (as defined in Section 112.1815(1), F.S.) who is a Homeowner or is a tenant, guest or invitee of a Homeowner shall not be prohibited from parking such first responder's vehicle in the same locations within the Community as permitted for the vehicles of other Homeowners.

(c) "Commercial Vehicles" are defined for purposes of this Declaration as vehicles defined in Section 320.01(25), F.S. Commercial Vehicles must be parked or stored so that they are not visible from the street or from any other Lot. Notwithstanding the foregoing, Commercial Vehicles may temporarily park on the driveway of a Lot or the street for delivery purposes, but not to exceed a period of six (6) consecutive hours or such other period of time as mandated by the Association.

(d) Unregistered, derelict and/or inoperable vehicles or trailers of any kind must be parked or stored so that they will not be visible from any street and not be visible from any other Lot within the Property. For purposes of this subsection, derelict or inoperable vehicles, include, but are not limited to, vehicles with no current license plate, vehicles with no current registration, and vehicles incapable of self-propulsion.

(e) Recreational vehicles (including, without limitation, a camper, mobile home, and a motor home, no matter their size), all-terrain vehicles (ATVs or ATCs), dune buggies, scooters, go-carts, mini-motorcycles, boats and trailers of all types, must be parked or stored so that same will not be visible from any street and not visible from any other Lot within the Property. Notwithstanding anything to the contrary in this Declaration, a Homeowner may temporarily park a recreational vehicle on the driveway of that Homeowner's Lot for the purpose of loading, unloading and/or cleaning that recreational vehicle. No such recreational vehicle shall remain visibly parked and/or stored on that

Homeowner's Lot for longer than 48 consecutive hours in any 7 consecutive day time period.

(f) Notwithstanding anything to the contrary in this Declaration, a Homeowner may temporarily park a boat on the driveway of that Homeowner's Lot, if the boat is on a boat trailer, for the purpose of loading, unloading and/or cleaning that boat. No such boat and/or boat trailer shall remain visibly parked and/or stored on that Homeowner's Lot for longer than 48 consecutive hours in any 7 consecutive day time period.

(g) Dune buggies, mini-motorcycles, mopeds, go-carts and all-terrain vehicles shall not be operated and/or used on any sidewalk or street or landscaped portions of the Common Property.

(h) Notwithstanding the restrictions contained in this Section 4.6.2, all commercial and public service vehicles (including construction vehicles and vehicles owned by construction workers) present on and/or within the Property while performing work and/or services for or on behalf of Homeowners will be permitted on a temporary basis during the period of time that the work is being actually performed, but not for a period of more than six (6) consecutive hours (or for such period of time as may be approved by the Board under special circumstances). However, no overnight parking of any of these vehicles shall be permitted.

4. The first paragraph of Section 8.12 of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added and ~~strikethrough text~~ has been deleted):

8.12 Remedies of the Association. If any Assessment, or a Homeowner or tenant's other monetary obligation to the Association, is not paid within 30 days of its due date, the Association may proceed with all remedies available, including, but not limited to, suspending use and voting rights and bringing an action at law against the persons and entities personally obligated to pay the same, and proceeding with an action in equity to foreclose the lien against the Lot, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, simple interest following conclusion of the 30 day grace period at the rate of ~~45~~18% per annum or such other rate as may be from time to time determined by the Board (provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury and compound interest shall not be permitted), late charges, costs of collection and attorney's fees. The prevailing party in any such claim shall also be awarded attorney's fees and costs. No Homeowner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

5. Section 8.20.2 of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added and ~~strikethrough text~~ has been deleted):

8.20.2 Separate and apart from, but not in a manner inconsistent with, Section 8.20.1 hereof, the Association shall have the power to suspend, for a reasonable period of time, the rights of a Homeowner and/or such Homeowner's tenants, guests or invitees or any Residents of such Homeowner's Lot to use the Common Property, and to levy reasonable fines against same not to exceed the greater of \$100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Governing Documents. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.20.1 hereof) may be imposed except upon 14 days prior written notice to the person sought to be

suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 Homeowners of the Association. ~~A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of \$3,000.00. A fine of more than \$1,000.00 may become a lien against the Lot. (any such hearing shall be held within 90 days after issuance of a notice).~~ Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.20.1 hereof) may be imposed except upon majority approval of the Homeowners of such committee. Within 7 days after the date of the hearing, the committee shall provide written notice to the Homeowner or other applicable party of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected and how the Homeowner or other applicable party may cure the violation, fulfill a suspension or the date by which a fine may be paid, as applicable. If the subject violation has been cured before the hearing or as otherwise contained in the notice of the violation, a fine or suspension may not be imposed. If a proposed fine is approved by the committee, the committee must set a date by which the fine must be paid, which date must be at least 30 days after the date of delivery of the committee's written notice to the Homeowner or other applicable party. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of \$3,000.00. A fine of more than \$1,000.00 may become a lien against the Lot. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians ingress and egress to and from the Lot pertaining to such offending-person. The voting rights of a Homeowner may not be suspended by the Association (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.20.1 hereof).

6. Section 8.20.3 of the Declaration is hereby created to read as follows:

8.20.3 Notwithstanding any provision herein to the contrary, no fine or suspension shall be levied for any of the acts described in Section 720.305(7) of the Act.

7. Section 9.4 of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added):

9.4 Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board; however, the Board shall retain final authority, as the ARC is a committee of the Board. The ARC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on each Lot in the manner and to the extent set forth herein and as prescribed in Section 720.3035 of the Act. No building or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC and/or the Board, have been submitted to and approved in writing by the Board. Acceptance or rejection of Plans and Specifications shall be made by majority vote. The ARC shall not implement and shall not enforce any covenant, rule or guideline as described in Section 720.3035(1)(b) of the Act.

8. Section 9.8 of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added and ~~strikethrough text~~ has been deleted):

9.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with Declarant's future development plans for the Property. In the event that the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Homeowner in writing, stating with ~~reasonable detail the reason(s) for disapproval~~ specificity the rule or covenant on which the ARC relied when rejecting the request or application and the specified aspect or part of the proposed improvement that does not conform to such rule or covenant. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots.

9. 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 25th day of July, 2024.

WITNESSES:

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

[Signature]
Print Name: Scott S Bruner

By: [Signature]
Todd Holder, Division President

Address: 10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256

Print Name: _____

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 25th day of July, 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]
(Signature)

Name: Lisa Bianchi
(Legibly Printed)

Notary Public, State of Florida

HH 322633
(Commission Number, if any)

