

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Cross Reference: Instr. # 2023168251

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

**FIRST AMENDMENT TO COMMUNITY DECLARATION
FOR SEATON CREEK AND BYLAWS AMENDMENT**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR SEATON CREEK AND BYLAWS AMENDMENT (this “**Amendment**”) is made by LENNAR HOMES, LLC, a Florida limited liability company (the “**Declarant**” or “**Lennar**”), joined by AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company (“**AG**”), and by SEATON CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR SEATON CREEK as Instrument # 2023168251, in O.R. Book 20778, Page 1, in the Public Records of Duval County, Florida, as amended and/or supplemented (collectively, the “**Declaration**”).

B. Pursuant to Section 4.3 of the Declaration, prior to the Turnover, the Declarant may amend the Declaration without the joinder or consent of any person or entity, subject to the rights of AG as set forth in the Declaration.

C. The Turnover has not yet occurred.

D. The Declarant, in accordance with Section 4.3 of the Declaration and with the joinder and consent of AG, files of record this Amendment for the purpose of amending the Declaration as set forth herein.

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.

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. Section 2 of the Declaration is hereby amended to add the definition of "Millrose" to Section 2 of the Declaration, as follows:

"Millrose" shall mean MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company, together with its designated successors and assigns.

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

"Builder" means any person or entity other than the Declarant who acquires an interest in a Vacant Lot (as defined herein) and who is also approved as a "Builder" by the Declarant in writing. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. AG and any successor homebuilder who acquires a Vacant Lot from AG for the purpose of the construction and sale of a Home thereon to an end purchaser, are hereby approved by the Declarant as a "Builder." Further, Millrose is hereby approved by the Declarant as a "Builder." To the extent Lennar is no longer the Declarant under this Declaration, but Lennar owns any Lot or other property within SEATON CREEK, Lennar shall be considered a "Builder."

5. Section 7.3 of the Declaration is hereby amended as follows:

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and the Bylaws, each Owner shall be a member of the Association (subject to the terms hereof regarding Millrose). Membership rights are governed by the provisions of this Declaration, the Articles, and the Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot (subject to the terms hereof regarding Millrose). The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles, and Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A members shall be all Owners; provided, however, (i) prior to Turnover, AG shall be a Class B member, and (ii) Millrose shall not be a member until after the Turnover. From and after the Turnover, Class A members shall include AG and Millrose to the extent such entity owns any Lot within SEATON CREEK. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Prior to the Turnover, Millrose shall not be a member of the Association, and thus shall not have any Voting Interests prior to such time. From and after the Turnover, Millrose shall be a Class A member and shall have Voting Interests equal to one (1) vote for each Lot owned by such Millrose.

7.3.2 Class B Member. The Declarant and AG shall be Class B members and shall be entitled to nine (9) votes for each Lot owned by them (and Declarant shall also have nine (9) votes for each Lot owned by Millrose prior to Turnover) or AG, as applicable; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant and AG shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a

Parcel owned by them (and Declarant shall also have such votes for any Parcel owned by Millrose prior to Turnover) or AG, as applicable, until such time as the Parcel is platted, whereupon the Declarant and AG shall be entitled to nine (9) votes per Lot owned by the Declarant (or Millrose) or AG, as applicable, in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant and AG shall each be a Class A member and shall be entitled to one (1) vote for each Lot owned by the Declarant, or AG, as applicable. **"Turnover"** shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for SEATON CREEK are conveyed to members other than the Declarant and Builders (including, without limitation, AG); provided, however, for purposes of establishing the date required for Turnover, the term "members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot or Parcel for the purpose of constructing Homes for resale;

7.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; provided, however, notwithstanding the foregoing, as long as Lennar is the Declarant and as long as AG is the record title owner of any Lot(s) or other portion of SEATON CREEK, Lennar may not, without the prior written consent of AG, elect to cause the Turnover to occur; or

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2022).

6. Section 17.1 of the Declaration is hereby amended as follows:

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the **"Assessments"**). As Vacant Lots (as defined herein) and Spec Lots (as defined herein) may not receive certain services and/or are in a different state of development as other Lots, all Lots shall not be assessed uniformly. Notwithstanding anything herein to the contrary, as long as the Option Agreement is in effect, all Assessments levied against Lots or other portion of SEATON CREEK owned by AG which remain subject to the Option Agreement shall be the responsibility of and payable by the Lennar. Further notwithstanding anything to the contrary in the Declaration or other Governing Documents, with respect to any Assessments levied against Lots owned by AG or Millrose, Lennar shall have the right (but not the obligation, subject to any separate agreement between Lennar and such applicable party) to pay all such Assessments owed with respect to such Lots owned by AG and/or Millrose (including without limitation any Vacant Lots owned by either such party).

7. Section 17.11 of the Declaration is hereby amended as follows:

17.11 Initial Contribution. After construction of a Home on a Lot, the first purchaser of such Lot, at the time of closing of the conveyance to the purchaser, shall pay to the Association an initial contribution in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to SEATON CREEK, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves (if any), support costs and start-up costs. Notwithstanding anything contained herein to the contrary, no Initial Contribution shall be due upon the conveyance of a Lot from the Declarant to AG or from AG to the Declarant, or from AG to any other Builder. Further notwithstanding anything contained herein to the contrary, no Initial Contribution shall be due upon the conveyance of a Lot from Lennar to Millrose or from Millrose to Lennar, or from Millrose and/or Lennar to any other Builder.

8. Section 17.12 of the Declaration is hereby amended as follows:

17.12 Resale Contribution. After the Lot has been conveyed to the first purchaser by the Declarant or a Builder, there shall be collected from each subsequent purchaser upon every subsequent conveyance of an ownership interest in a Lot by an Owner a resale contribution in the amount of One Thousand and No/100 Dollars (\$1,000.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to SEATON CREEK, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves (if any), support costs and start-up costs. Notwithstanding anything contained herein to the contrary, no Resale Contribution shall be due upon the conveyance of a Lot from the Declarant to AG or from AG to the Declarant, or from AG to any other Builder. Further, no Resale Contribution shall be due upon the conveyance of a Lot from Lennar to Millrose or from Millrose to Lennar, or from Millrose and/or Lennar to any other Builder. Notwithstanding anything contained herein other provision of this Declaration to the contrary, Lenders and their assignees shall not be obligated to pay any Resale Contribution to the Association.

9. Exhibit 3, "Bylaws", of the Declaration is hereby amended by the First Amendment to Bylaws attached hereto as **Schedule A** of this Amendment (the "**Bylaws Amendment**").

10. 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.

11. This 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 undersigned, being the Declarant, has caused this Amendment to be executed by its duly authorized representative as of this 5th day of December, 2024.

WITNESSES:

"DECLARANT"

LENNAR HOMES, LLC, a Florida limited liability company

Zenzi Rogers
Print Name: Zenzi Rogers
Address: 7411 Fullerton St Suite 220
Jacksonville FL 32256

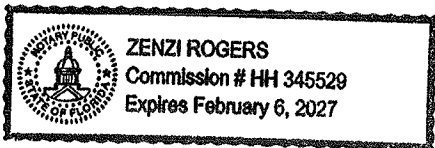
By: [Signature]
Name: Christine Braun
Title: Vice President

Address: 7411 Fullerton St., Suite 220,
Jacksonville, Florida 32256

[Signature]
Print Name: Chris Mayo
Address: 7411 Fullerton St Suite 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 5th day of December, 2024, by Christine Braun, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.



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

AG JOINDER AND CONSENT

AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company ("**AG**") does hereby join in the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR SEATON CREEK AND BYLAWS AMENDMENT (the "**Amendment**"), to which this Joinder is attached. AG agrees this Joinder is for the purpose of evidencing AG's consent to the Amendment as required under the Declaration (as defined in the Amendment), including without limitation, AG's consent to the amendments made to the provisions of the Declaration and the Bylaws, all as set forth in the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3 day of December, 2024.

WITNESSES:

AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

Wendy Stoeckel
Print Name: Wendy Stoeckel
Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

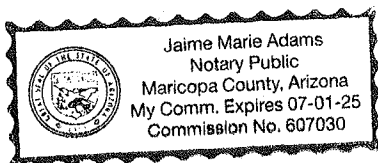
By: Steven S Benson
Name: Steven S. Benson
Title: Manager

Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

Heather Foreman
Print Name: Heather Foreman
Address: 8585 E Hartford Dr., Ste 118
Scottsdale, AZ 85255

STATE OF Arizona)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 3 day of December, 2024, by Steven S. Benson, as Manager of ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company, on behalf thereof, and who is personally known to me or has produced _____ as identification.



Jaime Marie Adams
Notary Public
Print Name: Jaime Marie Adams
My Commission Expires: 07/01/2025

ASSOCIATION JOINDER

SEATON CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR SEATON CREEK AND BYLAWS AMENDMENT (the "**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 acknowledgement and acceptance of the Amendment and does not affect the validity of the Amendment as the Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of December, 2024.

WITNESSES:

SEATON CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Gina Melton
Print Name: Gina Melton
Address: 7411 Fullerton St #220
Jacksonville FL 32256

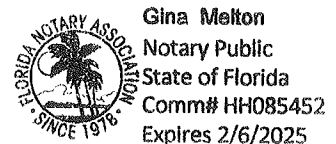
By: Zenzi Rogers
Name: Zenzi Rogers
Title: President
Address: 7411 Fullerton St., Suite 220,
Jacksonville, Florida 32256

Chris Mayo
Print Name: Chris Mayo
Address: 7411 Fullerton St #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 23rd day of December, 2024, by Zenzi Rogers, as President of SEATON CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf thereof, who is personally known to me or has produced a driver's license as identification.

Gina Melton
Notary Public
Print Name: Gina Melton
My Commission Expires: 2/6/2025



SCHEDULE A

Bylaws Amendment

[ATTACHED]

**FIRST AMENDMENT TO BYLAWS OF
SEATON CREEK HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

This FIRST AMENDMENT TO BYLAWS OF SEATON CREEK HOMEOWNERS ASSOCIATION, INC. (this "**Bylaws Amendment**"), is made by LENNAR HOMES, LLC, a Florida limited liability company ("**Declarant**").

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR SEATON CREEK as Instrument # 2023168251, in O.R. Book 20778, Page 1, in the Public Records of Duval County, Florida, as amended from time to time (the "**Declaration**").

B. The Bylaws of the Association (the "**Bylaws**") are attached as Exhibit 3 to the Declaration.

C. Sections 12.1 and 12.2 of the Bylaws provides that prior to Turnover, the Declarant shall have the right to amend the Bylaws, without the joinder or consent of any person or entity, subject to the rights of AG and any other Builders.

D. Turnover has not yet occurred and, pursuant to Sections 12.1 and 12.2 of the Bylaws, Declarant desires to amend the Bylaws as provided herein.

E. AG (which is the sole Builder as of the date hereof) provides its consent to this Bylaws Amendment as evidenced by its Joinder to the FIRST AMENDMENT TO DECLARATION TO COMMUNITY DECLARATION FOR SEATON CREEK AND BYLAWS AMENDMENT, to which this Bylaws Amendment is attached.

NOW THEREFORE, the Declarant hereby amends the Bylaws as follows:

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

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

3. Section 3.1 of the Bylaws is hereby amended as follows [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]:

3.1 Voting Interests. The Declarant, Builders, and each Owner, including AG, shall be a member of the Association; provided, however, notwithstanding, the foregoing or anything contained in the Governing Documents to the contrary, Millrose shall not be a member of the Association until after the Turnover. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot owned by a Class A member (subject to the terms hereof regarding Millrose). Prior to the Turnover,

the Declarant and AG shall be Class B members and shall have Voting Interests equal to nine (9) votes for each Lot owned by the Declarant or AG, as applicable (and Declarant shall have nine (9) votes for each Lot owned by Millrose prior to Turnover); provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant or AG shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by ~~them~~ Declarant or AG (and Declarant shall have such votes for any such Parcel owned by Millrose prior to Turnover), as applicable, until such time as the Parcel is platted, whereupon the Declarant or AG, as applicable, shall be entitled to nine (9) votes per Lot, in lieu of the votes per acre. ~~Thereafter,~~ Notwithstanding the foregoing, from and after the Turnover, the Declarant and AG (if and to the extent AG owns any Lot after the Turnover) and Millrose (if and to the extent Millrose owns any Lot after the Turnover) shall be Class A members and shall have Voting Interests equal to one (1) vote for each Lot owned by them. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

4. The Bylaws, as amended, are hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, are ratified and confirmed in their entirety.

5. This Bylaws Amendment shall be effective upon the recording in the Public Records of the FIRST AMENDMENT TO DECLARATION TO COMMUNITY DECLARATION FOR SEATON CREEK AND BYLAWS AMENDMENT, to which this Bylaws Amendment is attached.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has caused this Bylaws Amendment to be executed by its duly authorized representative as of this 5th day of December, 2024.

WITNESSES:

"DECLARANT":

LENNAR HOMES, LLC, a Florida limited liability company

Zenzi Rogers
Print Name: Zenzi Rogers
Address: 7411 Fullerton St Ste 220
Jacksonville FL 32256

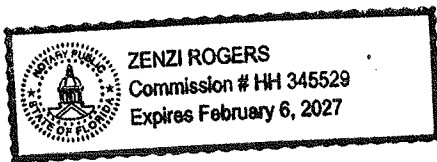
By: [Signature]
Name: Christine Brown
Title: Vice President

Address: 7411 Fullerton St., Suite 220,
Jacksonville, Florida 32256

[Signature]
Print Name: Chris Mayo
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 5th day of December, 2024, by Christine Brown, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.



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