

PREPARED BY AND RETURN TO:

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

Cross Reference: Instr. # 2023168251

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

**SECOND AMENDMENT TO COMMUNITY DECLARATION
FOR SEATON CREEK**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR SEATON CREEK (this “**Amendment**”) is made by LENNAR HOMES, LLC, a Florida limited liability company (the “**Declarant**” or “**Lennar**”), 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, as supplemented by the FIRST SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR SEATON CREEK, recorded as Document Number 2024052864, as amended by the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR SEATON CREEK AND BYLAWS AMENDMENT, recorded as Document Number 2024273646, and as supplemented by the SECOND SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR SEATON CREEK, recorded as Document Number 2026026659, all 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, except the consent of AG so long as AG shall own any Lot.

C. The Turnover has not yet occurred.

D. As of the date of this Amendment, AG does not own any Lot.

E. The Declarant, in accordance with Section 4.3 of the Declaration, 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 12.4.1 of the Declaration is hereby amended as follows:

12.4.1 Parking. Except as otherwise expressly provided herein with respect to Government Vehicles (as defined below), Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot. No vehicles of any nature shall be parked on any portion of SEATON CREEK or a Lot, except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, except in designated parking areas, if any. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking on Common Areas. To the extent SEATON CREEK has any guest parking (if applicable), 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 SEATON CREEK except during the period of a delivery of goods or during the provision of services. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to law enforcement vehicles or vehicles issued by a governmental entity, so long as such vehicles are used for normal transportation and there are no ladders, racks, and hooks or such other commercial equipment attached to such vehicles ("**Government Vehicles**"). ROADWAYS WITHIN SEATON CREEK SHALL BE OWNED AND MAINTAINED BY THE DISTRICT, AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. PURSUANT TO THE AGREEMENT ENTERED INTO BETWEEN THE ASSOCIATION AND THE DISTRICT, THE ASSOCIATION IS AUTHORIZED (BUT NOT OBLIGATED) TO ENFORCE THE TERMS OF THIS SUBSECTION AND ANY PARKING RULES AND REGULATIONS (AS APPLICABLE) AS THEY RELATE TO ANY PROHIBITION ON PARKING WITHIN THE DISTRICT ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION AND THAT THE COUNTY AND/OR THE CITY MAY HAVE ADDITIONAL ORDINANCES WHICH MAY ALSO GOVERN THE PARKING OF VEHICLES WITHIN THE ROADWAYS AND LOTS WITHIN SEATON CREEK. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING AND USAGE OF PUBLIC ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY AND THE ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT; PROVIDED, HOWEVER, THE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS SUBSECTION AS IT RELATES TO OWNER'S VEHICLES PARKED ON THE DISTRICT ROADWAYS.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Amendment to be executed by its duly authorized representative as of this 12th day of May, 2026.

WITNESSES:

"DECLARANT"

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: Danielle Layton
Address: 7411 Fullerton St. Ste 220
Jacksonville FL 32256

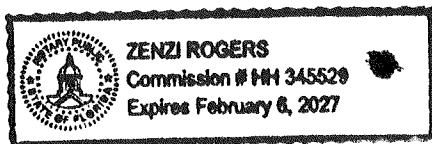
By: [Signature]
Name: Scott Keeling
Title: VP

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

[Signature]
Print Name: GABRIELLE BARRA
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 12th day of May, 2026, by Scott Keeling, as VP 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.



[Signature]
Notary Public
Print Name: Zenzi Rogers
My Commission Expires:

JOINDER

SEATON CREEK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the SECOND AMENDMENT TO COMMUNITY DECLARATION FOR SEATON CREEK (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 12th day of May, 2026.

WITNESSES:

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

[Signature]
Print Name: Melissa Agnes
Address: 7411 Fullerton St #220
Jacksonville FL 32256

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

[Signature]
Print Name: Faith F. Bell
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 12th day of May, 2026, 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.

[Signature]
Notary Public
Print Name: Gina Melton
My Commission Expires: 2/6/2029



GINA MELTON
Notary Public
State of Florida
Comm# HH630632
Expires 2/6/2029