

This Instrument Prepared by
And Return to:
D.R. Repass, Esq.
Repass Law
111 Solana Road, Suite B
Ponte Vedra Beach, FL 32082

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SELVA PRESERVE II**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SELVA PRESERVE II ("Amendment") is made effective the 29th day of August, 2023, by **AB LOTS, LLC**, a Florida limited liability company (the "**Declarant**").

RECITALS:

A. **Declarant** has previously executed and recorded the Declaration of Covenants and Restrictions for Selva Preserve II in Official Records Book 20522, Page 620, of the public records of Duval County, Florida (the "**Declaration**").

B. Declarant desires to amend the Declaration as more particularly described below, and pursuant to section 13.5 of the Declaration, this Amendment has been approved by the holders of at least two-thirds (2/3) or more of the total votes of the Association and Declarant maintains the unilateral right to amend this Declaration until such time as the Owners other than the Declarant shall have the right to elect a majority of the Board.

NOW THEREFORE, the Association hereby amends the Declaration as follows:

1. Declarant confirms that the above stated recitals are true and correct. All capitalized terms contained in this Amendment shall have the same meanings as such terms are defined in the Declaration.

2. The following new Section 13.11 is hereby added to the Declaration as follows:

Section 13.11 Provisions regarding Atlantic Beach Country Club, Inc.

(A) **Mandatory Membership.** Each Owner shall become a mandatory member of the Atlantic Beach Country Club, Inc. (the "Club") and shall be obligated to pay all fees and costs for a homeowner "social" membership in the Club. The homeowner social membership shall entitle an Owner to use the facilities of the Club's clubhouse, swimming pool and fitness center, but the specific rights of use and the fees and costs thereof shall be subject to the Club's bylaws, rules and regulations. The Owner of a Lot (other than a licensed contractor) shall be permitted to upgrade its membership in the Club within the first thirty (30) days after becoming an Owner to include use of the Golf Course and other Club Facilities; provided, however, that the Owner qualifies for such membership and pays all fees and costs of the Club associated therewith. The Club shall have

the right to place a lien against an Owner's Lot for failure to pay the fees and costs relating to the Owner's Club membership.

(B) Provisions Regarding Golf Course and Club Facilities.

(a) Except as set forth in Section (A) above, nothing contained in this Declaration shall limit the ability of any owner of the Golf Course or Club Facilities now or hereafter located within the Property to determine in its sole discretion how and by whom the Golf Course and Club Facilities shall be used. OWNERSHIP OF ANY INTEREST IN ANY PORTION OF THE PROPERTY, OR MEMBERSHIP IN THE ASSOCIATION, DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE ANY GOLF COURSE OR CLUB FACILITIES AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN OR TO USE ANY GOLF COURSE OR CLUB FACILITIES.

(b) Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges that the proximity of Golf Course and Club Facilities to surrounding properties results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of any portion of the Property, including a Lot, may be limited as a result, and that the owners of the Golf Course and Club Facilities, and their respective affiliates and agents, shall have no obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any portion of the Property, or their guests or invitees, for damage or injury resulting from errant golf balls being hit upon such portion of the Property. Specifically, but without limitation, Owner acknowledges that risks associated with the Golf Course include, without limitation, disturbance and injury to person and/or property arising out of, or resulting from: (a) the design, construction, operation, maintenance and/or use of the Golf Course; (b) noise associated with maintenance and operation of equipment, including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps; (c) golf balls; (d) golf carts, maintenance vehicles and mowers; (e) trespass; (f) acts or omissions of persons using or otherwise on the Golf Course; (g) over-spray or odors in connection with watering the Golf Course, or from applying pesticides, herbicides or fertilizer to the Golf Course; (h) use of fertilizers, pesticides, herbicides and other chemicals in connection with the construction, operation, maintenance and landscaping of the Golf Course; (i) the existence of water hazards, ponds and/or lakes on the Golf Course, and/or use of reclaimed water, treated wastewater or other sources of non-potable water for irrigation.

(c) Each Owner, by acceptance of a deed or other conveyance of a Lot, acknowledges:

(i) That the owners of the Golf Course and Club Facilities, and their respective affiliates and agents, may add to, remove, or otherwise modify the landscaping, trees and other features of the Golf Course and Club Facilities, including changing the location, configuration, size and elevation of bunkers, fairways and greens, and constructing fences, and that the owners of the Golf Course and Club Facilities, and their respective affiliates and agents, shall have no liability to any Owner as a result of such modifications; and

(ii) That there are no express or implied easements over the Golf Course and Club Facilities for view purposes, and no guaranty or representation is made by any person or entity that any view over and across any Golf Course or Club Facility will be preserved without impairment, and that no owner or operator of the Golf Course or Club Facilities shall have any obligation to prune or thin trees or other landscaping to preserve views over the Golf Course and Club Facilities.

(d) Each Owner, by acceptance of a deed or other conveyance of a Lot, assumes the risk associated with the Golf Course and Club Facilities (regardless of whether the Owner is using such facilities) and agrees that neither the owners of the Golf Course and Club Facilities, nor any of their respective affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, or any other portion of the Property, shall be liable to any Owner or any other person claiming any loss or damages, including without limitation, indirect, special, or consequential loss or damages arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's property to the Golf Course or Club Facilities, including without limitation, any claim arising, in whole or in part, from the negligence of any of the owners of the Golf Course or Club Facilities, or their respective affiliates or agents, or any other person or entity designing, constructing, owning, or managing the Golf Course and Club Facilities or any other portion of the Property. Each Owner further hereby agrees to indemnify and hold harmless the owner of the Golf Course and Club Facilities, their respective affiliates or agents, and any other persons or entities owning or managing such facilities, or designing, constructing, or owning any other portion of the Property, from and against any and all claims brought by an Owner of a Lot (or such Owner's invitees, agents, vendors, licensees or anyone claiming through Owner) and arising out of the design of the Golf Course and Club Facilities.

(C) Definitions. The following terms when used in this Declaration, shall have the following meanings:

(a) "Club" means the Atlantic Beach Country Club, Inc.

(b) "Club Facilities" means the Club's clubhouse, swimming pool, racquet courts and any related facilities.

"Golf Course" means the golf course owned and operated by the Club, including the driving range and any related facilities.

3. Except as specifically hereby amended, all of the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Declaration of Covenants and Restrictions for Selva Preserve II to be executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

D. R. Repus
Print: D. R. Repus

Curtis Hardy
Print: Curtis Hardy

AB LOTS, LLC, a Florida limited liability company

By: Meatball Enterprises, LLC, a Florida limited liability company, its Manager

By: S. Nicole DeWoreto

Print: S. Nicole DeWoreto

Its: Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was executed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of August, 2023, by S. Nicole DeWoreto, who is the MANAGER of Meatball Enterprises, LLC, a Florida limited liability company who is the Manager of AB LOTS, LLC, a Florida limited liability company. She is ☐ personally known to me, or ☒ did produce FL DL as identification.



Curtis Hardy
Notary Public, State of Florida at Large
(Notary Stamp)