

**PREPARED BY AND RETURN TO:**

Lawton Whiteman Law  
Jennifer Lawton Marquina, Esq.  
102 NE 1<sup>st</sup> Avenue, Suite 200  
Delray Beach, Florida 33444

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

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF LUXE 202**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LUXE 202 (this "**Amendment**") is made by **MATTAMY JASCKSONVILLE LLC**, a Delaware limited liability company ("**Declarant**"), joined by LUXE 202 HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**RECITALS:**

A. Declarant recorded the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LUXE 202 as Document Number 2026027591, of the Public Records of Duval County, Florida (the "**Declaration**").

B. Pursuant to Article XVI, Section 7(a) of the Declaration, so long as there is a Class B Member (as defined therein), Declarant has the right to amend the Declaration without the consent of the Owners (as defined therein) or any other person or entity, unless otherwise provided in the Declaration and provided such amendments comply with the HOA Act (as defined therein).

C. As of the date of this Amendment, there is a Class B Member and the Declarant is the Class B Member.

NOW THEREFORE, Declarant hereby desires to amend 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 herein, the Declaration shall remain in full force and effect.

3. Article V, Section 1(c) of the Declaration is hereby amended to include the following language:

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities (including A/C Units, as defined in Article X, Section 11 of this Declaration), broadband communications, cable television, access, and other common services purposes;

4. Article X, Section 4 of the Declaration is hereby amended to include the following language:

Section 4. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home or the A/C Unit servicing the Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or an adjoining Lot, then an easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot for so long as the encroachment shall exist. In the event any fence, roof, overhanging roof, A/C Unit, or portion of the Home, as constructed upon any Lot by Declarant or a Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, A/C Unit or Home is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots or Common Area.

5. Article X of the Declaration is hereby further amended to add the following Section 11 thereto:

Section 11. Air Conditioning Units. Notwithstanding anything to the contrary herein, the Association and each Owner acknowledge that certain air conditioning units, pads, and related equipment (the "A/C Units") servicing a single Home constructed on a Townhome Lot may be initially installed solely within Common Area. An easement is hereby created in favor of each Owner whose Home is serviced by such an A/C Unit over and across such Common Area for the purposes of ingress and egress for access to and installation, repair, maintenance and replacement of the A/C Units that are located within the Common Areas. The easement rights granted herein shall be exclusive as to the A/C Unit itself, provided, however, each Owner shall exercise the easement rights in a manner which will not impede, impair or otherwise adversely impact the Association's use of the easement area for the purpose for which it is intended and such easement rights shall be subject to any applicable dedications of such Common Area set forth on the Plat. Owners shall be solely responsible for all maintenance, repair, insuring, and replacement of the A/C Unit servicing the Home constructed on the Townhome Lot, even if such A/C Unit is located in or encroaches upon the Common Area. Neither the Declarant nor the Association shall have any liability to any Owner in connection with the location of the A/C Units or any Owners failure to adequately maintain, repair, insure and replace the A/C Units.

6. Article XI, Section 1 of the Declaration is hereby amended to include the following language:

Section 1. Generally. The responsibility for maintenance of the Property will be allocated between the Association and the Owners and to the City or County to the extent any portion of the Property is dedicated to the public. Except to the extent any responsibilities for Common Areas or improvements therein or thereon are assumed by, dedicated to, or subject to an agreement with any other entity or governmental agency, the Common Areas shall generally be operated, maintained, repaired and replaced by the Association with the expense thereof being an Operating Expense. Each Lot Owner shall be responsible for the maintaining, repairing, replacing, and insuring of the Home and all other improvements situated on its Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows, downspouts and skylights, patio screens, screen enclosures, doors, fixtures or equipment, pavers, paved surface, walkways, sidewalks, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot originally by the Declarant or a Builder or subsequently by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. It will also be the duty of each Owner to maintain in good repair any driveway servicing a single Lot, as well as any walk ways located on or abutting its Lot, and any portion of the right of way from the back of curb to the Lot line adjacent to each Lot. Each Owner shall obtain the written consent of the Association prior to making any modifications to a Home or any improvements on a Lot requiring approval under Article VII hereof. If any Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration. In addition, in the event an Owner fails to repair or replace improvements as required herein (including the A/C Units), the Association has the right, after applicable notice to the Owner of the Owner's failure to perform its obligations hereunder and reasonable time for the Owner to perform the work and charge the responsible Owner or Owners the expense thereof as an Individual Assessment.

7. 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.

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

*[Signatures to follow]*

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment on the date first written above.

WITNESSES:

DECLARANT:

MATTAMY JACKSONVILLE LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Cliff Nelson  
Title: V.P.

[Signature]  
Printed Name: DD Smith

Address: 10375 CENTURION PKWY N #410  
JAX, FL 32256

[Signature]  
Printed Name: JARRETT O'LEARY

[Company Seal]

Address: 10375 CENTURION PKWY N  
STE #410 JAX, FL 32256

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 21<sup>ST</sup> day of APRIL, 2026, CLIFF NELSON, as V.P. of, **MATTAMY JASCKSONVILLE LLC**, a Delaware limited liability company, on behalf of such company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 7/19/2027

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Jarrett O'Leary



