

This instrument prepared by and  
after recording return to:

Atlee Development Group, LLC  
5851 Timucuanas Rd. # 301  
Jacksonville, FL 32210

**SECOND AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR**  
**CANEY BRANCH PLANTATION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR CANEY BRANCH PLANTATION ("Second Amendment to Declaration") is made this 8<sup>th</sup> day of November, 2013, by CANEY BRANCH HOME OWNERS' ASSOCIATION OF JACKSONVILLE INC., a Florida not-for-profit corporation ("Association").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Caney Branch, recorded in Official Records Book 13352, Page 1061, current public records of Duval County, Florida, were amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Caney Branch, dated the 6<sup>th</sup> day of October, 2006 and recorded in Official Records Book 13599, Page 1750, current public records of Duval County, Florida (collectively, the "Declaration"); and

WHEREAS, all capitalized terms contained in this Second Amendment to Declaration shall have the meaning ascribed to such term in the Declaration; and

WHEREAS, Caney Branch is subject to certain development plans authorized pursuant to City of Jacksonville Ordinance 2002-1157-E (the "PUD"), which PUD authorizes up to 204 multi-family dwelling units (Duplexes); and

WHEREAS, the PUD was modified on June 27, 2013 by MM-2013-10 (the "Minor Modification"), which Minor Modification authorized up to 39 single-family detached dwellings as an alternative to 78 duplexes previously approved in the PUD, which single-family detached dwellings are approved on the lands referenced in the Minor Modification. The Minor Modification provides that either single-family homes or duplexes are permitted on the lots

referenced in the Minor Modification, subject to the other special requirements provided for in the Minor Modification; and

**WHEREAS**, it is contemplated that additional modifications to the PUD may provide that additional lots within the subdivision will also be allowed to contain either single family homes or duplexes; and

**WHEREAS**, the Association desires to further amend the Declaration to address the allowance of single-family homes within Caney Branch as provided for in the Minor Modification and any subsequent modification, and to provide for an appropriate adjustment of all Assessments to be attributed to said single-family homes, particularly to exclude any costs for Lot landscaping and maintenance or any other costs associated with the maintenance or replacement of common or shared structures such as the exterior walls, Party Walls or common roofs located within any Duplex; and

**WHEREAS**, the Association has the right and authority, in its sole discretion, and subject to the voting rights set forth in the Declaration, to amend the Declaration and desires to continue to facilitate the development of and to enhance the desirability of Caney Branch; and

**NOW, THEREFORE**, in consideration of the premises and other good and valuable considerations paid, The Association hereby amends the Declaration in accordance with provisions set forth hereafter.

1. **Definitions.** The following definitions set forth in Paragraph 2 of the Declaration, are either modified, deleted or inserted as follows:

a. The definition of Home shall be deleted in its entirety and replaced with the following:

“**Home**” shall mean either a Duplex Home or a Single Family Home.”

b. The following definitions shall be added to Paragraph 2 of the Declaration:

“**Duplex Home**” shall mean each residential duplex and appurtenances thereto constructed within Caney Branch. The term Duplex Home may not reflect the same division of property as reflected on a Plat. A Duplex Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence. Provided, however, that the subsequent loss of such Certificate of Occupancy shall not affect the status of a Duplex Home or the obligation of an Owner of such home to pay Assessments with respect to such Duplex Home. The term Duplex Home includes any interest in land, improvements, or other property appurtenant to the Duplex Home.”

“**Single Family Home**” shall mean each single-family detached dwelling and appurtenances thereto constructed within Caney Branch. The term Single Family Home may not reflect the same division of property as reflected on a Plat. A Single Family

Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence. Provided, however, that the subsequent loss of such Certificate of Occupancy shall not affect the status of a Single Family Home or the obligation of an Owner of such home to pay Assessments with respect to such Single Family Home. The term Single Family Home includes any interest in land, improvements, or other property appurtenant to the Single Family Home."

c. Owner. The definition of Owner shall be deleted in its entirety and replaced with the following:

"**Owner**" shall mean either a Duplex Owner or a Single Family Owner."

d. The following definitions shall be added to Paragraph 2 of the Declaration:

"**Duplex Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Duplex Home. The term Duplex Owner shall not include a Lender."

"**Single Family Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Single Family Home. The term Single Family Owner shall not include a Lender."

d. Transfer Assessment. The following definition shall be added to Paragraph 2 of the Declaration:

"**Transfer Assessment**" shall have the meaning ascribed to it in Paragraph 16.22 hereof."

2. Paragraph 12.2 is hereby amended to read as follows:

"12.2. Lawn Maintenance. Association shall cut and edge the lawn in the entire yard (the "**Yard**") of each Duplex Home. Association shall maintain the trees and hedges in the Yard of each Duplex Home, and shall fertilize the Yard of each Duplex Home. The Association may also weed the plant bed(s) in the Yard of each Duplex Home, provided that the owner of such Duplex Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event a Duplex Owner modifies the plant bed(s) as initially installed by the Developer, then such Duplex Owner shall be solely responsible for the maintenance of such plant bed(s). EACH DUPLEX HOME OWNER ACKNOWLEDGES THAT SOME DUPLEX HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER DUPLEX HOMES. NOTWITHSTANDING THE FOREGOING, ALL DUPLEX OWNERS' LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF THE ASSOCIATION TO BE ALLOCATED TO DUPLEX OWNERS. EACH DUPLEX OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS. EACH SINGLE FAMILY OWNER IS RESPONSIBLE FOR ITS OWN LAWN

MAINTENANCE AND SHALL PAY A PRO-RATA PORTION OF LAWN  
MAINTENANCE FOR THE COMMON AREAS ONLY."

3. Paragraph 12.4 is hereby amended to read as follows:

"12.4. Repair, Replacement and Maintenance of Party Roofs. Association shall repair, replace and maintain party roofs for Duplex Homes only, as necessary, in Association's sole discretion."

4. Paragraph 13.23 is hereby amended to correct the subparagraph numbers 12.23.1 and 12.23.2 to appropriately reflect that they should be numbered 13.23.1 and 13.23.2, and subparagraph 13.23.1 is amended to read as follows:

"13.23. Irrigation.

13.23.1 Due to water quality, irrigation systems may cause staining on Duplex Homes, other structures or paved areas. It is the Association's responsibility to treat and remove any such staining on Duplex Homes and in Common Areas. Association shall have the right to use one or more pumps to remove water from lakes and water bodies for irrigation purposes at all times, subject to applicable permitting. All Duplex Owners' irrigation systems and the irrigation system for the Common Areas are the maintenance obligation of the Association and shall be deemed part of the Common Areas."

5. Paragraph 13.27.1 is hereby amended to read as follows:

"13.27. Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

13.27.1 Association shall be required to irrigate the grass and landscaping located on a Duplex Owner's Lot in a routine and ordinary manner and shall ensure that sufficient irrigation occurs. Association shall be responsible to maintain in good condition any irrigation system within a Duplex Owner's Lot. If the Association approves, in writing, of the installation of a fence or wall as stipulated in Paragraph 13.16 above, then Duplex Owner shall be responsible for maintenance and irrigation of such fenced or walled portion of the yard. Duplex Owners shall pay a pro-rata share of the maintenance and utility fees for Lot irrigation systems. Single Family Owners shall be assessed a pro-rata share of the maintenance and utility fees associated with landscaping, irrigation, removal of sod and shrubbery, and additional planting for the Common Areas only. Single Family Owners shall have the option to permit the use of a water irrigation line should they choose for individually owned irrigation systems, subject to all state and local permitting rules and regulations. All expenses associated with obtaining this separate water irrigation line shall be the sole responsibility of the Single Family Owner.

13.27.2 The grass and landscaping located within the rear yards of any Duplex Lot shall be maintained by the Association. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other improvements shall be constructed within the rear yard of any Lot without the written approval from the ACC.

Each Owner understands that Lots within Caney Branch may not be large enough to accommodate any of the foregoing items in any event."

6. Paragraph 13.29.1 is hereby amended to read as follows:

"13.29.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems, and any property, structures, improvements, fences and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Caney Branch by the Owner of each Home. Each Single Family Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Lot. In addition if an Owner has installed a fence or wall around a Duplex Home Lot, or any portion thereof, then such Owner must maintain any portion of Common Area and such Lot that is no longer readily accessible to the Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Lot."

7. Paragraph 13.34 is hereby amended to read as follows:

"13.34. Roofs, Driveways and Pressure Treatment. Association shall be responsible for all roof maintenance of Duplex Homes within Caney Branch. Driveways shall be pressure treated routinely by all Lot Owners. No surface application to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such application shall not extend beyond the front Lot line or include the sidewalk."

8. Paragraph 15.11 is hereby amended to read as follows:

"15.11. Easement in favor of Association. Association is hereby granted an easement over all of Caney Branch, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas, including but not limited to lakes, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment. Without limiting the foregoing, Association is hereby granted an easement over Caney Branch for the purpose of maintaining the landscaping of each Duplex Owner's Lot, painting each Duplex Owner's Home, and maintaining each Duplex Owner's roof, as provided for in this Declaration."

9. A new subparagraph 16.2.5 is hereby added to Paragraph 16.2, which shall read as follows:

"16.2.5 All expenses, reserves or costs which are incurred by the Association for the sole benefit of the Duplex Owners and Duplex Lots, all as may be specifically authorized from time to time by the Board and as more particularly set forth herein, shall be deemed Duplex Owners Assessments (as defined in subparagraph 16.2.6 below)."

10. A new subparagraph 16.2.6 is hereby added to Paragraph 16.2, which shall read as follows:

"16.2.6 Any Assessments levied by the Association, including without limitation, Installment Assessments, Operational Reserve Assessments and Special Assessments, attributable to and for the benefit of the Duplex Homes ("Duplex Owner Assessments") shall be payable only by Duplex Owners as provided herein. Duplex Owner Assessments shall be in addition to Assessments for common operating expenses and Special Assessments, for which all Owners are liable to the Association."

11. Paragraph 16.4.2 is hereby amended to read as follows:

"16.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Duplex Owner and Single Family Owner shall pay its pro-rata portion of Installment Assessments, Special Assessments, and Operating Reserves that are budgeted to cover Common Area and general Association expenses. Each Owner's share of these assessments shall be based on a fraction the numerator of which is one (1) and the denominator of which is the total number of Single Family Homes and Duplex Homes in Caney Branch conveyed to an Owner. In addition, Duplex Owners shall pay their pro-rata portion of Installment Assessments, Special Assessments, and Operating Reserves that are budgeted to cover Duplex Home expenses. Each Duplex Owner's share of these assessments shall be based on a fraction the numerator of which is one (1) and the denominator of which is the total number of Duplex Homes in Caney Branch conveyed to Duplex Owners."

12. Paragraph 16.5 is hereby amended to read as follows:

"16.5. General Assessments Allocation. Except as specified to the contrary in this Declaration, Installment Assessments, Special Assessments and Operational Reserves are generally allocated equally to each Owner, however, Duplex Home expenses, as provided above, will be allocated pro-rata among the Duplex Home Owners. Under no circumstances shall a Single Family Home Owner be assessed fees associated with the exterior upkeep, landscaping, reserves and utility fees allocated to the Duplex Homes."

13. A new subparagraph 16.22 is hereby added to Paragraph 16, which shall read as follows:

"16.22. Transfer Assessment. The purchaser of each Duplex Home or Single Family Home in Caney Branch shall pay the Association a Transfer Assessment in the amount of Two Hundred and No/100 Dollars (\$200.00), which fee shall only be used to fund future and existing capital improvements within Caney Branch and Operating Costs for Caney Branch."

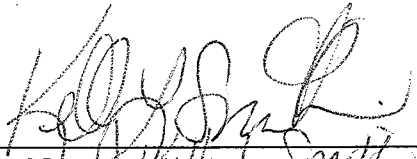
14. Original Declaration. Except as specifically amended herein, all other terms and provisions of the Declaration shall remain applicable, unchanged and in full force and effect.

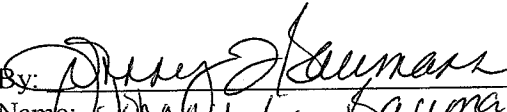
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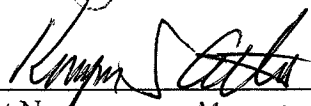
IN WITNESS WHEREOF, this Second Amendment to Declaration has been executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CANEY BRANCH HOMEOWNERS  
ASSOCIATION OF JACKSONVILLE,  
INC., a Florida corporation

  
Print Name: Kelly L. Smith

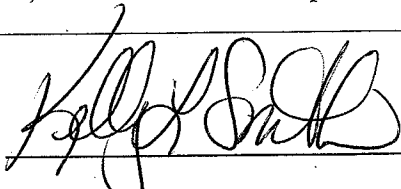
By:   
Name: Johnny C. Baumann  
Title: President

  
Print Name: Kenyon S. Price

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of, November 2013, by Johnny Baumann as President of Caney Branch Homeowners Association of Jacksonville, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_