

This Instrument Prepared by
and After Recording Return to:
James G. Kattelmann, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802-2809
407-843-4600

SECOND AMENDMENT
TO COMMUNITY DECLARATION FOR BRADLEY POND
WITHDRAWING TRACTS 37 AND 47, BRADLEY POND UNIT 2

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR BRADLEY POND (the "**Second Amendment**") is entered into as of the 20 day of April, 2023, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida, whose address is 12724 Gran Bay Parkway, Jacksonville, FL 32258 ("**Declarant**") and joined in by BRADLEY POND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), whose address is 12724 Gran Bay Parkway, Jacksonville, FL 32258.

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of Tracts 37 and 47, BRADLEY POND UNIT 2, according to the plat thereof as recorded in Plat Book 78, Pages 5 through 10, inclusive, of the Public Records of Duval County, Florida ("**Tracts 37 and 47**"); and

WHEREAS, Declarant, with the joinder of the Association, entered into that certain Community Declaration for Bradley Pond with respect to the Phase 1 Property recorded March 1, 2021 in Official Records Book 19606, Page 792 of the Public Records of Duval County, Florida, as supplemented and amended by that certain Supplemental Declaration and First Amendment to Community Declaration for Bradley Pond (the "**First Amendment**"), annexing the Phase 2 Property, including Tracts 37 and 47, as part of BRADLEY POND, recorded April 12, 2022 in Official Records Book 20221, Page 445 of the Public Records of Duval County, Florida (collectively the "**Declaration**"); and

WHEREAS, unless otherwise defined herein capitalized terms used in this Second Amendment shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, Section 5.3 of the Declaration provides that, prior to the Community Completion Date, any portions of BRADLEY POND (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of the Declaration by the recording of an amendment to this Declaration in the Public Records, which amendment shall require the joinder and consent of the owner of record title to such lands being withdrawn if other than Declarant, but

shall not require the consent or joinder of any other party (including without limitation, the Association, Owners, or any Lenders; and

WHEREAS, the Community Completion Date has not yet occurred; and

WHEREAS, Declarant desires to withdraw Tracts 37 and 47 from the provisions and applicability of the Declaration pursuant to Section 5.3 of the Declaration; and

WHEREAS, although the Association's joinder and consent to withdrawal of Tracts 37 and 47 from the Declaration is not required, the Association desires to join in the execution of this Second Amendment to confirm and acknowledge such withdrawal and the Association's consent and agreement to be bound by same; and

WHEREAS, pursuant to Section 4.3 of the Declaration, prior to the Turnover Declarant may amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it existed on the original date of recording of the Declaration or as otherwise expressly set forth in the Declaration; and

WHEREAS, the Turnover has not yet occurred; and

WHEREAS, the amendments set forth in this Second Amendment are not limited by applicable law as it existed on the original date of recording of the Declaration or as otherwise expressly set forth in the Declaration; and

WHEREAS, Declarant and the Association have executed and recorded that certain Declaration of Drainage Easement and Other Interests (the "**Drainage Easement Agreement**") recorded December 12, 2022 in Official Records Book 20524, Page 364 of the Public Records granting and conveying for the benefit of BRADLEY POND a perpetual, non-exclusive drainage easement (the "**Shared Pond Drainage Easement**") for stormwater outfall into a shared stormwater pond (the "**Shared Stormwater Pond**") to be located in part on Tracts 37 and 47 and in part on certain adjacent land owned by Declarant, with Tracts 37 and 47 and such adjacent land owned by Declarant being together more particularly described as the "Access and Pond Land" in the Drainage Easement Agreement (together the "**Shared Stormwater Pond Parcel**") all as more particularly set forth in the Drainage Easement Agreement; and

WHEREAS, Declarant is desirous of executing and recording this Second Amendment for the purpose of (i) amending the definition of Phase 2 Property in Section 2 of the Declaration to delete Tracts 37 and 47 therefrom; (ii) adding definitions for Drainage Easement Agreement, Shared Pond Drainage Easement, Shared Stormwater Pond and Shared Stormwater Pond Parcel and (iii) amending the designation of Common Areas in Section 9 of the Declaration to delete Tracts 37 and 47 therefrom and add the Shared Pond Drainage Easement over the Shared Stormwater Pond Parcel pursuant to the Drainage Easement Agreement as Common Area; and

WHEREAS, Section 25.2 of the Declaration provides that (i) any proposed amendment to the Declaration that alters the SWMS of BRADLEY POND must have prior approval of the SJRWMD, (ii) no amendment of the Governing Documents, including the Declaration, will be effective to change the Association's responsibilities for the SWMS unless such amendment has been consented to in writing by the SJRWMD and (iii) any amendment affecting the SWMS will

not be finalized until any necessary modification of the Permit is approved by the SJRWMD or the SJRWMD advises that a modification of the Permit is not necessary; and

WHEREAS, the SJRWMD has provided written consent to the modification of the SWMS by conversion of the existing Retention Area within Tracts 37 and 47 from a portion of the SWMS for BRADLEY POND to be operated and maintained by the Association as a Common Area to a perpetual, non-exclusive drainage easement in favor of BRADLEY POND to drain stormwater outfall into the Shared Stormwater Pond located within the Shared Stormwater Pond Parcel to be maintained by the "Maintenance Entity" as defined in the Drainage Easement Agreement, all as more particularly set forth therein.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained in this Second Amendment, Declarant hereby amends the Declaration, and the Association joins in and consents to this Second Amendment, as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Ratification of Declaration. The Declarant and the Association hereby ratify and affirm the provisions and applicability of the Declaration, as amended by this Second Amendment.

3. Withdrawal and Release of Tracts 37 and 47 from Declaration. Pursuant to Section 5.3 of the Declaration, Declarant hereby withdraws and releases Tracts 37 and 47 from the provisions and applicability of the Declaration by recording this Second Amendment in the Public Records. From and after the recording of this Second Amendment, Tracts 37 and 47 shall be and are hereby released from the lien, encumbrance and applicability of the Declaration and shall no longer constitute Common Area under the Declaration. The Association, by its joinder in this Second Amendment, acknowledges, agrees and confirms that the Association has no jurisdiction over Tracts 37 and 47 except for any rights or remedies granted to the Association under the Drainage Easement Agreement.

4. Amendment and Restatement of Definition of Phase 2 Property. The definition of Phase 2 Property is amended and restated as follows (additions are double-underlined, and deletions, if any, are stricken through):

"Phase 2 Property" shall mean the property owned by Declarant which is contiguous to the Phase 1 Property and which is described ~~in the Phase 2 Plat as~~ BRADLEY POND UNIT 2, according to the plat thereof as recorded in Plat Book 78, Pages 5 through 10, inclusive, of the Public Records of Duval County, Florida, LESS AND EXCEPT, Tracts 37 and 47 of BRADLEY POND UNIT 2, according to the plat thereof as recorded in Plat Book 78, Pages 5 through 10, inclusive, of the Public Records of Duval County, Florida.

5. Additional Definitions of Drainage Easement Agreement. The following additional definitions are hereby added to Section 2 of the Declaration.

"Drainage Easement Agreement", "Shared Pond Drainage Easement", "Shared Stormwater Pond" and "Shared Stormwater Pond Parcel" shall have the meanings set forth in the Second Amendment to this Declaration.

20. “Drainage Easement Agreement” shall mean the Declaration of Drainage Easement and Other Interests by and between Declarant and the Association recorded December 12, 2022 in Official Records Book 20524, Page 364 of the Public Records.

6. Amendment and Restatement of Description of Common Areas in Phase 2 Plat. The description of the Common Areas in the Phase 2 Plat set forth in Section 6 of First Amendment is hereby amended and restated as follows: (additions are double-underlined, and deletions, if any, are stricken through):

Common Areas shall also include the following Tracts in the Phase 2 Plat:

- Tracts 26, 31, 35 and 38 Conservation Tracts
- Tracts 34 ~~and 37~~ Stormwater Management Facility Tracts
- Tracts 28, 40, 41, 42, 43, 44 and 45 - Open Space and Recreation Tracts
- Tracts 30 and 32 — Buffer Tracts
- Tract 39 - Open Space and Future Right of Way Tract
- Tracts 29, 46, 47 and 48 — Open Space and Utility Tracts

7. Addition of Shared Pond Drainage Easement as Common Area. The following paragraph is hereby added at the end of the first paragraph of Section 9 of the Declaration.

“In addition to the above described Common Areas, Common Areas shall also include, the non-exclusive perpetual drainage easement granted for the benefit of BRADLEY POND to drain stormwater outfall into the Shared Stormwater Pond, located within the Shared Stormwater Pond Parcel pursuant to the Shared Pond Drainage Easement, all as more particularly set forth in the Drainage Easement Agreement. The Drainage Easement Agreement grants to the Association certain rights and remedies to take corrective action in the event or a failure of the Maintenance Entity, as defined in such Drainage Easement Agreement, to operate, maintain, repair and replace the Shared Stormwater Pond in accordance with all applicable requirements of the SJRWMD and the right to collect from such Maintenance Entity all costs and expenses incurred by the Association in connection with same. Additional terms and conditions and covenants relating to the Shared Pond Drainage Easement are more particularly set forth in the Drainage Easement Agreement.”

8. Effect of Amendment. Except as herein specifically amended, the Declaration shall remain in full force and effect in accordance with its terms. The Declaration, as amended by this Second Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in BRADLEY POND or any portion thereof, and their respective heirs, personal representatives, successors and assigns.

[signatures on following pages]

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed as of the date and year first above written.

WITNESSES:

[Signature]
Print Name: David Crosby

[Signature]
Print Name: Zachary Decker

“DECLARANT”

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: [Signature]
Name: Justin Dudley

Title: VP of Land Acq

Date: April 20, 2023

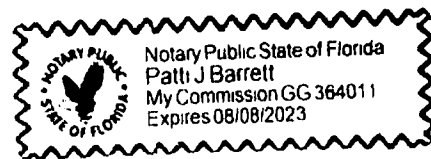
Address: 12724 Gran Bay Parkway
Jacksonville, FL 32258

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of April, 2023, by Justin Dudley, as VP of Land Acq of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company. He [is personally known to me] [has produced _____ as identification].

[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: Patti J. Barrett
Commission No.: GG364011
My commission expires: 8/08/2023



JOINDER OF THE ASSOCIATION

BRADLEY POND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in to the Second Amendment to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20 day of April, 2023.

WITNESSES:

BRADLEY POND HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

David Crosby
Print Name: David Crosby

By: *Nicole Pare'*
Name: Nicole Pare'
Title: President

Zachary Decker
Print Name: Zachary Decker

{CORPORATE SEAL}

Address: 12724 Gran Bay Parkway
Jacksonville, FL 32258

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of April, 2023, by Nicole Pare', as President of **BRADLEY POND HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Patti J. Barrett
NOTARY PUBLIC, State of Florida at Large
Print Name: Patti J. Barrett
Commission No.: GG364011
My commission expires: 8/08/2023

