

PREPARED BY AND RETURN TO:

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

**FIRST AMENDMENT TO
COMMUNITY DECLARATION FOR OYSTER CREEK**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR OYSTER CREEK (this “Amendment”) is made by LENNAR HOMES, LLC, a Florida limited liability company (the “Declarant”), and joined by OYSTER CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the “Association”).

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR OYSTER CREEK in O.R. Book 19293, Page 2282, Instrument Number 2020155634 of the Public Records of Duval County, Florida (the “Declaration”).

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover, without the joinder or consent of any person or entity whatsoever.

C. The Turnover has not yet occurred.

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 12.22 of the Declaration is hereby amended as follows:

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association. No Lease Agreement may be for a term of less than six (6) months, one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship; provided, however, that if a Lessee defaults under its Lease Agreement and the Owner terminates such Lease Agreement on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new Lessee under a new Lease Agreement (for a term of at least one (1) year), and such new tenancy shall not count as an additional lease for the specified period. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. ~~Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment.~~ All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

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.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Amendment to be executed by its duly authorized representative as of this 7th day of September, 2021.

WITNESSES:

"DECLARANT"

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: Kylee Vander Wagon

By: [Signature]
Name: Matt Beveridge
Title: Vice President

[Signature]
Print Name: Chris Mayo

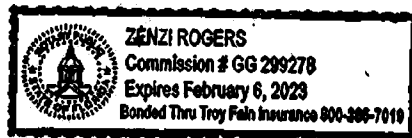
[Company Seal]

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of September, 2021, by Matt Beveridge, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He/She is personally known to me or has produced [Signature] as identification.

[Signature]
Notary Public
Print Name: Zenzi Rogers
My Commission Expires: 2/6/23



JOINDER

OYSTER CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in FIRST AMENDMENT TO COMMUNITY DECLARATION FOR OYSTER 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 acceptance of the Amendment and does not affect the validity of the Amendment as the Association has no right to approve the Amendment.

7th IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of September, 2021.

WITNESSES:

"ASSOCIATION"

OYSTER CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

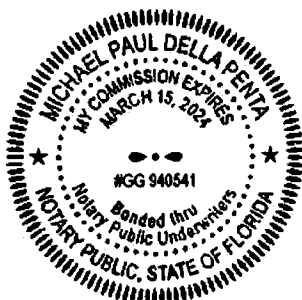
[Signature]
Print Name: Kyle Vonder Bese

By: Zenzi Rogers
Name: Zenzi Rogers
Title: President

[Signature]
Print Name: Chris Mayo

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of September, 2021, by Zenzi Rogers, as President of OYSTER CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. She is personally known to me or has produced _____ as identification.



Michael Paul Della Penta
Notary Public
Print Name: Michael Paul Della Penta
My Commission Expires: MARCH 15, 2024