

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Cross Reference: Instr. # 2023009122

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

**FIRST AMENDMENT TO COMMUNITY DECLARATION FOR
VILLAGES AT LONG BAY**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR VILLAGE AT LONG BAY (this “**Amendment**”) is made by LENNAR HOMES, LLC, a Florida limited liability company (the “**Declarant**”), joined by VILLAGES AT LONG BAY TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR VILLAGES AT LONG BAY in O.R. Book 4693, Page 1111, as Instrument # 2023009122, in the Public Records of Clay 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 2 of the Declaration is hereby amended to add the definition of “Landbanker” to Section 2 of the Declaration, as follows:

“Landbanker” shall mean any person or entity who is approved as a “Landbanker” by the Declarant in writing. Subject to the terms of any agreement between the Declarant

and a Landbanker, in the event of any default by Declarant under such agreement, the Landbanker's rights, privileges, exemptions and obligations under this Declaration can be assigned to any entity who is duly licensed to construct Homes and is in the business of building and constructing residences. Declarant hereby designates MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company, together with its designated successors and assigns, as an approved "Landbanker" for purposes of this Declaration and the other Governing Documents.

4. Section 7.3 of the Declaration is hereby amended as follows:

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and the Bylaws, each Owner shall be a member of the Association (subject to the terms hereof regarding a Landbanker). Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot (subject to the terms hereof regarding a Landbanker). The Declarant and Owner rights with respect to membership in the Association are set forth in this Declaration, the Articles, and the Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A members shall be all Owners, except shall not initially include any Landbanker until after the Turnover. From and after the Turnover, Class A members shall include any Landbanker, to the extent any Landbanker owns a Lot within VILLAGES AT LONG BAY. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members (subject to the terms hereof regarding a Landbanker). The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Prior to the Turnover, a Landbanker shall not be a Class A member, and thus shall not have any Voting Interests prior to such time. From and after the Turnover, a Landbanker shall be a Class A member and shall have Voting Interests equal to one (1) vote for each Lot owned by such Landbanker.

7.3.2 Class B Member. The Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned by the Declarant, or any Landbanker; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by the Declarant, or a Landbanker, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant, and each Landbanker (as applicable), shall each be a Class A member and shall be entitled to one (1) vote for each Lot owned by them. "**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for VILLAGES AT LONG BAY are conveyed to members other

than the Declarant; provided, however, for purposes of establishing the date required for Turnover the term "members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot or Parcel for the purpose of constructing Homes for resale;

7.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; or

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2022).

5. Section 17.11 of the Declaration is hereby amended as follows:

17.11 Initial Contribution. The first purchaser of each Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of One Thousand and No/100 Dollars (\$1,000.00) payable to the Association (the "**Initial Contribution**"). No Initial Contribution shall be due upon any conveyance between the Declarant and a Landbanker. The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to VILLAGES AT LONG BAY, including, without limitation, future and existing capital improvements, Operating Expenses, support costs, and start-up costs.

6. Section 17.12 of the Declaration is hereby amended as follows:

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of Two Thousand and No/100 Dollars (\$2,000.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. Further, the Resale Contribution shall not be applicable to any conveyance between Declarant and a Landbanker. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to VILLAGES AT LONG BAY, including, without limitation, future and existing capital improvements, Operating Expenses, support costs, and start-up costs.

7. Exhibit 3, "Bylaws", of the Declaration is hereby amended by the First Amendment to Bylaws attached hereto as **Schedule A** of this Amendment (the "**Bylaws Amendment**").

8. 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.

9. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Clay 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 25 day of October, 2024.

WITNESSES:

Dm jrr
 Print Name: Danielle Janse van Rensburg
 Address: 7411 Fullerton St., Ste. 220
Jacksonville, FL 32256

G Barra
 Print Name: Gabrielle Barra
 Address: 7411 Fullerton St., Ste. 220
Jacksonville, FL 32256

"DECLARANT"

LENNAR HOMES, LLC, a Florida limited liability company

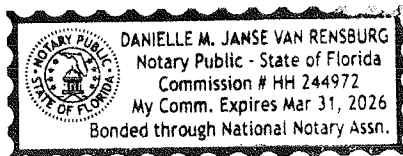
Scott Keiling
 By: _____
 Name: Scott Keiling
 Title: Vice President

Address: 7411 Fullerton St., Ste. 220
Jacksonville, FL 32256

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of October, 2024, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.



Dm jrr
 Notary Public
 Print Name: Danielle M. Janse van Rensburg
 My Commission Expires: 3/31/2026

JOINDER

VILLAGES AT LONG BAY TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), with a mailing address of 225 Land Grant Street Suite 5, St. Augustine, FL 32092, does hereby join in the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR VILLAGES AT LONG BAY (the "**First 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 First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of October, 2024.

WITNESSES:

VILLAGES AT LONG BAY TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation

Dm jmr
 Print Name: Danielle Janse van Rensburg
 Address: 7411 Fullerton St., Ste. 220
Jacksonville, FL 32256

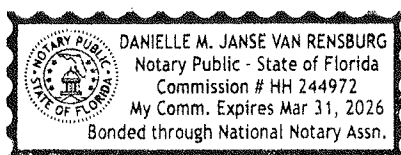
By: Zenzi Rogers
 Name: Zenzi Rogers
 Title: President

Gabrielle Barra
 Print Name: 7411 Fullerton St., Ste.
 Address: Jacksonville, FL 32256
 Name: Gabrielle Barra

STATE OF FLORIDA)
 COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of October, 2024, by Zenzi Rogers, as President of VILLAGES AT LONG BAY TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 3/31/2026



Dm jmr
 NOTARY PUBLIC, State of Florida at Large

Print Name: Danielle M. Janse van Rensburg

SCHEDULE A
Bylaws Amendment

[ATTACHED]

**FIRST AMENDMENT TO BYLAWS OF
VILLAGES AT LONG BAY TOWNHOME ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

This FIRST AMENDMENT TO BYLAWS of VILLAGES AT LONG BAY TOWNHOME ASSOCIATION, INC. (this "**Bylaws Amendment**"), is made by LENNAR HOMES, LLC, a Florida limited liability company ("**Declarant**"), and VILLAGES AT LONG BAY TOWNHOME ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Declarant recorded the Community Declaration for Villages at Long Bay as Document #2023009122 of the Public Records of Clay County, Florida, as amended (the "**Declaration**").

B. The Bylaws of the Association (the "**Bylaws**") are attached as Exhibit 3 to the Declaration.

C. Section 12.2 of the Bylaws provides that prior to the Turnover, the Declarant shall have the right to amend the Bylaws, without the joinder or consent of any person or entity. Turnover has not yet occurred.

D. Pursuant to Section 12.2 of the Bylaws, Declarant desires to amend the Bylaws as provided herein.

NOW THEREFORE, the Declarant hereby amends the Bylaws as follows:

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Bylaws Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Bylaws or the Declaration, as applicable.

2. In the event that there is a conflict between this Bylaws Amendment and the Bylaws, this Bylaws Amendment shall control. Whenever possible, this Bylaws Amendment and the Bylaws shall be construed as a single document. Except as modified hereby, the Bylaws shall remain in full force and effect.

3. Section 3.1 of the Bylaws is hereby amended as follows [*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*]:

3.1 Voting Interests. Each Owner and the Declarant shall be a member of the Association; provided, however, notwithstanding, the foregoing or anything contained in the Governing Documents to the contrary, a Landbanker shall not be a member of the Association until after the Turnover. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot (subject to the terms hereof regarding a Landbanker). Prior to the Turnover, the Declarant shall be the Class B member and shall have Voting Interests equal to nine (9) votes per Lot owned by the Declarant, or a Landbanker; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel owned by the Declarant or a Landbanker, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Thereafter, Notwithstanding the foregoing, from

and after the Turnover, the Declarant and each Landbanker shall be a Class A member and shall have Voting Interests equal to one (1) vote for each Lot owned by them. ~~the Declarant.~~ For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

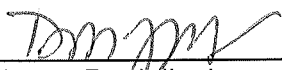
4. The Bylaws, as amended, are hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, are ratified and confirmed in their entirety.

5. This Bylaws Amendment shall be effective upon the recording in the Public Records of the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR VILLAGES AT LONG BAY, to which this Bylaws Amendment is attached.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has caused this Bylaws Amendment to be executed by its duly authorized representative as of this 28th day of October, 2024.

WITNESSES:


 Print Name: Danielle Janse van Rensburg
 Address: 7411 Fullerton St., Ste. 220
Jacksonville, FL 32256


 Print Name: Gabrielle Barra
 Address: 7411 Fullerton St., Ste. 220
Jacksonville, FL 32256

"DECLARANT":

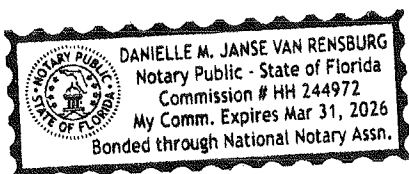
LENNAR HOMES, LLC, a Florida limited liability company

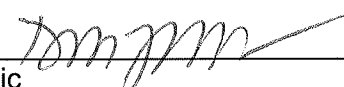
By: 
 Name: Scott Keiling
 Title: Vice President

Address: 7411 Fullerton St., Ste. 220
Jacksonville, FL 32256

STATE OF FLORIDA)
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 2024, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.




 Notary Public
 Print Name: Danielle M. Janse van Rensburg
 My Commission Expires: 3/31/2026