

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

Space above reserved for Clerk's office

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR ANABELLE ISLAND**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ANABELLE ISLAND ("Amendment") is made as of the date noted hereinafter by KB Home Jacksonville LLC, a Delaware limited liability company authorized to do business in Florida ("KB").

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Anabelle Island was recorded on May 18, 2022, in Official Records Book 4609, Page 406, public records of Clay County, Florida, as has been or may have been amended and supplemented from time to time (collectively, "Declaration"); and

WHEREAS, KB is the Declarant under the Declaration; and

WHEREAS, pursuant to Section 16.2.1 of the Declaration, Declarant has the right to amend the Declaration without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots on the Property; and

WHEREAS KB has not conveyed 90% of the Lots on the Property as of the effective date hereof, and in fact is the owner of 100% of the Lots on the Property as of the effective date of this Amendment; and

WHEREAS, KB now desires to undertake certain amendments to the Declaration, as more particularly described hereinafter;

NOW, THEREFORE, KB, based upon its exercise of Declarant rights, hereby states as follows:

1. **Recitals**. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Instrument as if fully set forth herein.

2. **Amendments to Declaration**. The following amendments to the Declaration are hereby made and shall be deemed effective as of the date of execution of this Amendment (CODING: where applicable, double-underlined text has been added and ~~strikeout text~~ has been deleted):

(a) Section 4.33.12 of the Declaration is hereby created to read as follows:

4.33.12 Notwithstanding any provision in this Section 4.33 or any other provision in this Declaration to the contrary, Declarant shall construct, in accordance with applicable Governmental Entity requirements, one or more retaining walls ("Retaining Walls") on certain of the Lots and/or certain portions of the Common Property. With respect to any portion of any Retaining Wall located on a Lot, the Homeowner of such Lot shall be deemed to be the owner of such portion of such Retaining Wall, but the

Association shall be solely responsible for the maintenance, repair, replacement and/or reconstruction of such portion of such Retaining Wall, and to the extent necessary a perpetual, non-exclusive easement over, across, under and through the Lot is granted and is hereby deemed to be granted to the Association to perform such maintenance, repair, replacement and/or reconstruction activities. The costs and expenses pertaining to the maintenance, repair, replacement and/or reconstruction of all Retaining Walls shall be a Common Expense.

(b) Section 6.1.9 of the Declaration is hereby created to read as follows:

6.1.9 The Association shall be solely responsible for the maintenance, repair, replacement and/or reconstruction of any and all Retaining Walls as contemplated under Section 4.33.12 hereof.

(c) Article 13 of the Declaration is hereby amended created to read as follows:

At a meeting called for such purpose ~~and attended by all Homeowners~~, the Homeowners, by affirmative vote of 90% of the votes eligible to be cast in Association matters, may elect to terminate the legal status of the Community (via termination of this Declaration) and sell the Common Property as a whole. Within 10 days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article 11 of this Declaration, and the termination shall only be effective upon the affirmative vote required under Section 11.4 hereof. Such action shall be binding upon all Homeowners, and it shall thereupon become the duty of every Homeowner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Homeowners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Property, and any proceeds obtained therefrom shall be first used to pay all expenses and outstanding obligations of the Association and the remainder, if any, shall be divided among all Homeowners on the basis of an equal share for each Lot.

(d) Section 16.2.1 of the Declaration is hereby amended created to read as follows:

16.2.1 Except as may be otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date of Transfer of Control ~~on which Declarant shall have conveyed 90% of the Lots on the Property~~. Except as may be otherwise provided herein, commencing on the date of Transfer of Control ~~that Declarant shall have conveyed 90% of the Lots on the Property~~, this Declaration may be amended by an instrument so executed by the Association and approved by not less than two-thirds (2/3) of the votes eligible to be cast in Association matters. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

3. Except as modified by this Amendment, the Declaration remains valid and in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration prior to the effective date hereof, the provisions of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, KB has caused this Amendment to be executed by its authorized representative and affixed its corporate seal as of this 16th day of May, 2023.

WITNESSES:

KB HOME JACKSONVILLE LLC
a Delaware limited liability company

[Signature]
Print Name: Derek Citino

By: [Signature]
Todd Holder, Division President

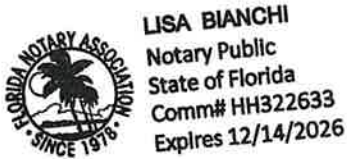
[Signature]
Print Name: Masten Crapps

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16th day of May, 2023, by Todd Holder, as Division President of KB Home Jacksonville LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

My Commission Expires:

[Signature]
(Signature)



Name: Lisa Bianchi
(Legibly Printed)

Notary Public, State of Florida
HH 322633
(Commission Number, if any)