

PREPARED BY AND RETURN TO:

Molly A. Maggiano, Esq.
Goede, DeBoest & Cross, PLLC
6609 Willow Park Drive, Second Floor
Naples, FL 34109

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

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR GRANARY PARK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRANARY PARK (this "**Amendment**") is made on this 27th day of June, 2022, by Sandridge Land Developers, LLC, a Delaware limited liability company (the "**Developer**").

RECITALS

A. The Developer recorded that certain Declaration of Covenants, Conditions, and Restrictions for Granary Park recorded in Official Records Book 4495, Page 1026, as amended and supplemented from time to time, in the Public Records of Clay County, Florida (the "**Declaration**");

B. Pursuant to Article XIII, Section 1 of the Declaration, prior to Turnover, the Developer has the right to unilaterally amend the Declaration for any purpose, except as prohibited by applicable law, without the joinder or consent of any Owner, the Association or the holder of any Mortgage;

C. Turnover has not occurred as of the date of this Amendment;

NOW, THEREFORE, the Developer 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. Article VIII, Section 1 of the Declaration is hereby amended as follows:

Section 1. Lot Maintenance. The Owner of a Lot, at such Owner's expense, shall maintain in an orderly and attractive manner all portions of the Residential Unit and Lot which are not the obligation of the Association to maintain, including but not limited to, improvements located on the Lot. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not the sole) standard for the foregoing shall be consistent with the general appearance of the Property as initially constructed and otherwise improved. Except for normal and customary construction debris during the course of construction of the Residential Units, no refuse or unsightly objects shall be placed or allowed to remain upon any Lot. The determination of existence of refuse or unsightly objects shall be made by the Board of Directors, in its sole discretion, and its decision shall be definitive. All personal property, structures, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, free of debris and trash, and all structures shall be maintained in a finished, painted and attractive condition.

Each Owner of a Lot on which improvements have been constructed shall maintain the lawn, trees, shrubs and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's Lot boundary and the paved portion of the street, in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing (unless prohibited by SJRWMD, the Rules, or applicable Law as to any Lot abutting a pond, lake, marsh or wetland), pest control, irrigation, edging, and maintenance and replacement of street trees. Owners are strictly prohibited from disposing of grass or other lawn clippings in any pond, lake, marsh or wetland. Each Owner of a Lot abutting a pond, lake, wetland or other natural or Conversation Area shall maintain the lawn as provided herein to the ~~top of the bank~~ water edge of for any such ponds or lakes, and to the top of any berm of a wetland, natural or Conversation area, as applicable. If the area between the rear of an Owner's Lot and the top of bank or berm of any pond, lake, marsh or wetland is required to be maintained in its natural condition with native plant material, then such Owner shall not plant any non-native landscaping or landscape materials in such area or remove or alter any native plant material from such area, unless permitted by the DRC, the CDD, the SJRWMD Permit, and any applicable requirements and criteria of the County.

In the event the Owner fails to maintain the Owner's Lot or Residential Unit in accordance with the requirements of this Section, the Association

can, but shall have no obligation to, maintain the Lot and charge the cost of such maintenance, together with a fee of ten (10%) percent of such cost, to Owner as an Individual Assessment.

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 Clay County, Florida.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date first stated above.

WITNESSES:

DEVELOPER:

SANDRIDGE LAND DEVELOPERS, LLC, a Delaware limited liability company

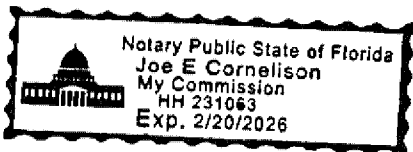
Joe Cornelison
Print Name: Joe Cornelison

By: Liam O'Reilly
Name: LIAM O'REILLY
Title: VICE PRESIDENT

Gregg Bern
Print Name: GREGG BERN

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th day of June, 2022, by Liam O'Reilly, as Vice President, of SANDRIDGE LAND DEVELOPERS, LLC, a Delaware limited liability company, on behalf of said company. He/She is personally known to me or has produced _____ as identification.



Joe E. Cornelison
Notary Public
Print Name Joe E. Cornelison
My Commission Expires: 02/20/2026