

**PREPARED BY AND RETURN TO:**

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

**SECOND SUPPLEMENTAL DECLARATION TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR BAINEBRIDGE ESTATES UNIT TWO**

THIS SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BAINEBRIDGE ESTATES UNIT TWO (this “**Second Supplement**”) is made on this 15<sup>th</sup> day of November, 2017, by BAINEBRIDGE 249, LLC, a Florida limited liability company (the “**Developer**”), joined by BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

**RECITALS**

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Bainebridge Estates Unit Two was recorded in O.R. Book 16632, Page 1097 (the “**Original Declaration**”), as amended by the Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Bainebridge Estates Unit Two, recorded in O.R. Book 17330, Page 305 (the “**First Supplement**”), and the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Bainebridge Estates Unit Two, recorded in O.R. Book 17909, Page 1937 (the “**First Amendment**”), all as recorded in the Public Records of Duval County, Florida. This Second Supplement, together with the Original Declaration, the First Supplement, and the First Amendment shall be referred to as the “**Declaration**.”

B. Section 2.3 of the Declaration provides the Developer may be withdraw any portion of the Property owned by Developer, including any Lot, from the provisions and applicability of the Declaration in the event of any changes whatsoever in the plans for the Property desired to be effected by the Developer. Section 2.3 of the Declaration also provides if any portion of the withdrawn real property includes parts of the Stormwater Management System, then SJRWMD must provide written approval for such withdrawal.

C. Developer wishes, in accordance with Section 2.3 of the Declaration to file of record this Second Supplement for the purpose of withdrawing the Withdrawn Lot (as defined below) from to the provisions of the Declaration and the jurisdiction of the Association.

NOW THEREFORE, the Developer hereby amends and supplements the Declaration as set forth herein.

1. Recitals and Defined Terms. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Supplement. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

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

3. Withdrawal. Developer is the record title holder of that parcel of real property legally described as Lot 1085, Bainebridge Estates Unit Two-C, according to the map or plat thereof as recorded in Plat Book 68, Page 81, Public Records of Duval County, Florida (the "Withdrawn Lot"). The Withdrawn Lot shall hereinafter be withdrawn from the Property and shall no longer be subject to the provisions of the Declaration or the jurisdiction of the Association; provided, however, the withdrawal the Withdrawn Lot shall be contingent upon approval from SJRWMD by written instrument, duly executed, acknowledged, and, at Developer's option, recorded in the Duval County Public Records. Upon SJRWMD's approval, such withdrawal shall be effective immediately and without the need of any further approvals from any other party, including the Association. In the event SJRWMD does not provide such written approval within twenty-four (24) months of the date this Second Supplement is recorded in the Duval County Public Records, this Second Supplement shall be null and void and the Withdrawn Lot shall not be withdrawn from the Property and shall remain subject to the provisions of the Declaration and the jurisdiction of the Association.

4. Ratification. 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. Covenant. Subject to the written approval from SJRWMD as provided herein, this Second Supplement shall be a covenant running with the land and shall be effective upon its recording in Duval County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Developer has caused this Second Supplement to be executed by its duly authorized representative and has affixed its company seal as of this 3<sup>rd</sup> day of November, 2017.


WITNESSES:

“DEVELOPER”

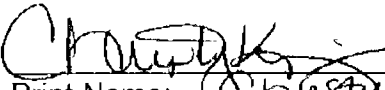
BAINEBRIDGE 249, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its Managing Member

By:  \_\_\_\_\_  
Name: Scott Keiling  
Title: Vice President

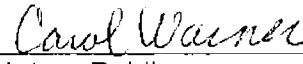
  
Print Name: Cynthia Arnold

[Company Seal]

  
Print Name: Christy King

STATE OF FLORIDA            )  
COUNTY OF DUVAL         )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2017, by Scott Keiling, as Vice President of Lennar Homes, LLC, a Florida limited liability company, the Managing Member of Bainebridge 249, LLC, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

  
Notary Public  
Print Name: Carol Warner  
My Commission Expires:



**JOINDER**

BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BAINEBRIDGE ESTATES UNIT TWO (the "**Second Supplement**"), 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 rights and obligations provided in the Second Supplement and does not affect the validity of the Second Supplement as the Association has no right to approve the Second Supplement.

BW IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of November, 2017.

**WITNESSES:**

BAINEBRIDGE ESTATES UNIT TWO HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

Cynthia Arnold  
Print Name: Cynthia Arnold  
Christy King  
Print Name: Christy King

By: Zenzi Rogers  
Name: Zenzi Rogers  
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2017, by Zenzi Rogers, as President of BAINEBRIDGE ESTATES UNIT TWO 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.

My commission expires:

Carol Warner  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Carol Warner

