

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HABERSHAM HARBOUR

This is an amendment proposed to be made to the Declaration of Covenants, Conditions, and Restrictions for Habersham Harbour Unit One recorded March 28, 2022 in the Official Records at Book 4588, PAGE 556, et seq., in the current public records in and for Clay County, Florida. This proposed Amendment to the Declaration would change the section requiring all lease agreements made by owners in the community to be for a term of no less than six (6) months. This provision, (Sec. 22. A.) if approved, would apply to all existing owners.

Further, the amendment would limit rental of all Lots to 12% of the total. This provision will apply to existing owners who voluntarily comply and will become mandatory for Lots sold after the date of the amendment's approval.

The form and exact language of this proposed amendment to be approved by the Members is listed below and proposed to read as follows:

(Note: Language is added to the Declaration. No language is deleted from the existing Declaration.)

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HABERSHAM HARBOUR UNIT ONE**

THIS AMENDMENT TO THE DECLARATION originally made by Habersham Harbour Homeowners Association, Inc., a Florida corporation not-for-profit and thereafter amended by the lot owners hereinafter collectively referred to as "the Association" and on the date set forth below.

RECITALS:

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Habersham Harbour Unit One was recorded July 11, 1986 in the Official Records at Book 964, Page 232, et seq; a Certificate of Amendment was recorded June 4, 1987, in the Official Records at Book 1061, Page 561, et seq.; Consent to Second Amendment to Declaration of Covenants, Conditions and Restrictions for Habersham Harbour Unit One was recorded June 12, 1990 in the Official Records at Book 1329, Page 126, et seq.; Consent to Annexation of Habersham Harbour, Unit Two, within the Declaration of Covenants, Conditions and Restrictions for Habersham Harbour, Unit One, was recorded June 12, 1990 in the Official Records at Book 1329, Page 127, et seq.; Declaration of Covenants, Conditions, Restrictions and easement for Habersham Harbour Unit Three was recorded August 26, 1993 in the Official Records at Book 1468, Page 64, et seq.; Annexation Agreement and Adoption of Covenants, Conditions and Restrictions Habersham Harbour Units I, II, and III was recorded July 16, 1996 at Book 1611, Page 1763, et seq.; the Amendment to Declaration of Covenants and Restrictions for Habersham Harbour Homeowners Association, Inc. was recorded May 17, 2013, in the Official records at Book 3535, Page 1585, et seq.; the Declaration of Covenants, Conditions and Restrictions for Habersham Harbour Unit One was renewed and recorded March 28, 2022 in the Official Records at Book 4588, Page 556, et seq.; all in the current public records of Clay County, Florida

WHEREAS there is presently a need to amend the Declaration and the Amendment has been approved by an affirmative vote of the membership as is required.

NOW THEREFORE in consideration of the respective agreements and understandings, Habersham Harbour Homeowners Association, Inc., a Florida corporation not-for-profit, having duly noticed its members and voted to approve the amendment herein in accordance with the procedures described its governing documents, hereby amend said Declaration as follows:

1) A NEW SECTION 22 OF ARTICLE VI IS ADDED AND SHALL READ AS FOLLOWS:

Section 22. Leasing.

- a. No lease agreement may offer any Lot for rent for a term of less than **SIX (6) months**.
- b. Only Lots in their entirety may be leased. No portion of a Lot may be leased separately. No Lot may be sub-leased by a tenant.
- c. A copy of any executed lease agreement must be provided to the Association by the Lot Owner fourteen (14) days before commencement of the agreement for the purpose of ensuring the leasing percentage is not more than twelve percent (12%).
- d. The total number of Lots under lease within the Association at any one time may not exceed **TWELVE PERCENT (12%)** of the total number of Lots.
- e. Owners are held responsible for providing a copy of the Declaration and rules of the Association to their tenants and are held responsible for compliance with the rules by their tenants, guests, and invitees.

2) A new Section 5 of Article X is added and shall read as follows:

Section 5. Severability. Any Article, Section or subsection of the Declaration that is found to be invalid by any court of proper jurisdiction shall not invalidate any other Article, Section or subsection of the Declaration.

Except as amended herein, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the undersigned, being a member of the duly elected officers and Board of Directors of Habersham Harbour Homeowners Association, Inc. herein, does hereby execute this instrument in its name this 11 day of APRIL 2024.

Signed, sealed, and delivered for Habersham Harbour Homeowners Association, Inc. in the presence of:

Alice E. Stiles
Witness

Jayne Clark
By Its President

Print: ALICE E. STILES

Lynn McGill
Witness

Print: LYNN MCGILL

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 11 day of APRIL, 2024, by Jayne Clark, the President of Habersham Harbour Homeowners Association, Inc. a Florida corporation not-for-profit, on behalf of the corporation.



GINA MARIE CABRAL
Notary Public
State of Florida
Comm# HH232655
Expires 3/11/2026

Gina Marie Cabral
Notary Public:
My Commission Expires: 3.11.2026