

This Instrument prepared by:
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**AMENDMENT TO
DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR
JACOBS WAY**

This Amendment to Declaration of Covenants, Restrictions, and Easements for Jacobs Way is made as of this October 29, 2025, by Jacobs Way Homeowners Association, Inc., a Florida non-profit corporation.

WITNESSETH:

WHEREAS, A. F. Alan Classic Homes, Inc. ("Developer") recorded that certain Declaration of Covenants, Restrictions, and Easements for Jacobs Way Unit One, in Official Records Book 11609, Page 401, *et seq.*, of the Current Public Records of Duval County Florida, which together with its amendments thereto is hereinafter referred to as the "Declaration".

WHEREAS, the Declaration applied to the overall development of the property as described therein, and;

WHEREAS, the Developer has ceased to be the governing authority to enforce the terms of the Declaration and authority thereof has turned over to the Jacobs Way Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to Article XI, Section 11.3.3 of the Declaration the Association may amend the Declaration with the approval of two thirds (2/3) of all the Members of the Association;

WHEREAS, the Association now desires to amend the Declaration as further stated herein;

WHEREAS, on September 4, 2025, a Membership Meeting of the members of the Association was convened with quorum, at which approval of at least two thirds (2/3) the Members of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of two thirds (2/3) of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are underlined, and words which are deleted are ~~lined through~~ with hyphens)

ARTICLE III
ASSESSMENTS

Section 3.3 The Amount of the Assessments.

3.3.6 ~~On the Tuesday closest to December 21 each calendar year, beginning with December 21, 2004, During the month of October of each calendar year, beginning with October 2025,~~ the board of directors will meet to consider to adopt a budget for the coming year. The budget meeting of the board will be open to all members. Notice of the budget meeting of the Board of Directors will be provided to the owners in the manner required by Florida Law, as it amended from time to time statues, Chapter 617. Each budget adopted by the board must reflect the estimated revenues and expenses for the coming ear and estimated surplus or deficit as to the end of the coming year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Board of Directors shall provide each owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the owner within 20 business days from their request. Additionally, the Board of Directors shall prepare (or cause to be prepared) an annual financial report within ~~60~~ 90 days after the closing of the fiscal year. At the time of the drafting of this Declaration, it is anticipated that the fiscal year will be the calendar year, and, therefore, the report must be prepared by march 1 for the following calendar year. If requested in writing by an owner, within 10 business days, the Board of Directors shall provide that owner with a copy of the annual financial report at no charge to the owner. The financial report shall be an informational financial statement prepared by the board showing receipts and expenditures and the beginning and ending cash balances of the Association.

ARTICLE VIII
LAND USE COVENANTS

Section 8.12 Leases. Leasing of a Lot will be permitted only as follows:

- (1) Any Owner desiring to lease a Lot must first occupy the property as their primary residence for a period not less than two (2) consecutive years;
- (2) When an Owner is authorized to lease a Lot, no lease may be for a term of less than six (6) months and no property leased more than three (3) times in one calendar year;
- (3) If the Owner is a corporation, all shares must be held by a single person and that person must occupy the property as their primary residence for a period of not less than two (2) consecutive years before the Lot may be leased. Any transfer of corporate shares will be deemed a transfer of title interest for purposes of this Declaration and be subject to a new two (2) year residency period by the new shareholder before the Lot may be leased;
- (4) Short-term rental and transient rental occupancy is strictly prohibited. Only the entire Lot may be leased and per-room leasing is prohibited. Subleasing is prohibited. Time-share ownership of a Lot, time-share occupancy of a Lot, or any ownership or occupancy arrangement providing for fractional-share ownership of a Lot, is strictly prohibited.

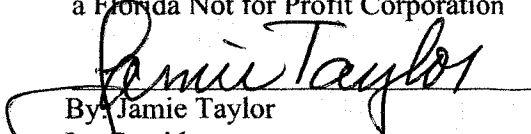
Section 8.12.1 Each Tenant and all occupants of the leased Lot are bound by and obligated to comply with the governing documents of the Association and each Owner shall ensure that the Tenant has received a copy of the governing documents of the Association. The Owner shall be responsible for providing a copy of the governing documents of the Association to the Tenant prior to execution of the lease and shall monitor enforcement and compliance with the governing documents of the Association by the Tenant.


Section 8.12.2 Each lease shall set forth the name, address, and telephone number of the Lot Owner and of the Tenant; the date the Tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the Tenant or members of the Tenant's household; a statement that the Tenant and all occupants are obligated to comply with the governing documents of the Association; and a description of all pets to be kept at the Lot.


Section 8.12.3 No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any Tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in the governing documents against the Owner, the Tenant, guest, occupant, or any member of the Tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and their Tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association. In addition to all rights available at law and equity, the Association shall also be entitled to enforce the terms of any lease for which the Tenant(s) is in breach of any restriction contained in the governing documents as the Owner's Agent, without assuming any liabilities or obligations of the Owner as a landlord under Chapter 83, Florida Statutes, as they may be amended from time to time, and the Association shall be entitled to apply for immediate eviction and removal of the Tenant(s) with all costs and attorneys fees incurred by the Association in connection with such eviction be a charge against the Owner and shall be a lien on the Owner's Lot and collected in the manner of an assessment.

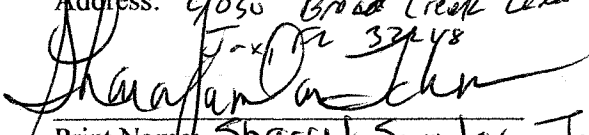
IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Jacob's Way Homeowners Association, Inc., the date and year first above written.

Jacob's Way Homeowners Association, Inc.,
a Florida Not for Profit Corporation


By: Jamie Taylor
Its: President


Attest By: LeNell Cunningham
Its: Secretary


Print Name: Wayman F. Graham II
Address: 6706 Broad Creek Lane
Jacksonville FL 32248


Print Name: Sharat Sumlar Johnson
Address: 3702 Jacob Lois Drive West
Jacksonville FL 32218

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 29 day of October, 2025, by Jamie Taylor, as President for and on behalf of Jacob's Way Homeowners Association, Inc., () to me well known or (X) who produced Drivers License as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Jacob's Way Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Jacob's Way Homeowners Association, Inc.

Andrea C. Smith
Notary Public, State of Florida
My commission expires:

