

Prepared by:
Charles W. Brown Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Blvd.
Building A, Suite 200
Jacksonville, FL 32217

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
KERNAN MILL AND
BYLAWS OF KERNAN MILL COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements for Kernan Mill and Bylaws of Kernan Mill Community Association, Inc. is made effective by Kernan Mill Community Association, Inc., a Florida corporation not for profit, ("Association").

WITNESSETH

WHEREAS, on or about January 2, 1994, Kernan Mill Joint Venture, a Florida general partnership (the "Developer"), caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Kernan Mill, recorded at Official Records Book 7809, Page 556, *et seq.*, of the Official Records of Duval County, Florida, together with its subsequent amendments thereto (together referred to as the "Declaration");

WHEREAS, the Declaration encumbers that land described as Kernan Mill – Unit One, recorded at Plat Book 48, Page 64, 64A, and 64B, and the land described as Kernan Mill – Unit Two, recorded at Plat Book 49, Page 57, 57A, 57B, and 57C, both of the Official Records of Duval County, Florida.

WHEREAS, it is the desire of the Association to implement restrictions relating to: parking on a Lot and on the roadways within the Association; leasing restrictions; and, the use of sheds;

WHEREAS, it is also the desire of the Association to modify the date set for the annual meeting of the membership;

WHEREAS, it is the desire of the Association that the amended restrictions stated herein shall come into effect for current and future Owners of Lots in the Association upon recording of this Amendment;

WHEREAS, pursuant to Article X, Section 12(e) of the Declaration, the Declaration may be amended by the Association With the affirmative vote of a majority of all Class A members of the Association at a duly called meeting of the Association; and

WHEREAS, the affirmative vote of at least the majority of all Class A members of the Association was obtained at a vote at a meeting of the membership of the Association which obtained quorum and conducted for that purpose held on June 6, 2024.

NOW THEREFORE, Kernan Mill Community Association, Inc. hereby amends the Declaration and the Association's Bylaws as follows:

(new words are inserted in the text and underlined; and words to be deleted are ~~lined through~~ with hyphens)

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KERNAN MILL

ARTICLE VIII USE OF PROPERTY

Section 5. No Sheds, Shacks or Trailers. No shed, shack, trailer, or tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. One movable or permanent shed may be placed on a Lot. The Board of Directors may adopt Rules and Regulations regulating the design, size, materials, use, and placement of the shed on a Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

~~Notwithstanding the foregoing, permanently installed sheds may be allowed with prior written approval of the ARB or Association. The size of a shed may not be larger than 8' x 8'. The height of a shed (at its peak) may not exceed the height of the lowest roof line (at the eaves) of the main residence.~~

Section 14. No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, conversion van, box truck, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked on the street, between the street and the residential structures, or in the side yards, except as otherwise provided herein. All such objects shall be completely screened inside a garage ~~or carport~~ or within the rear yard completely concealed from view from any adjacent Lot or roadway. Private automobiles of Owners, tenants, or the guests of occupants may must be parked completely in the driveways and not on any other portion of the Lot. Commercial and other vehicles as defined by Section 320.01(25), Florida Statutes, may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer shall be kept on any Lot or street. Recreational vehicles may be parked in the driveways during the times necessary for loading and unloading the vehicle but not more than one consecutive twenty-four hour period per calendar week. Street parking is prohibited except a Lot Owner may allow up to one personal vehicle of their Lot's occupant or their guest to park in the street. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops provided that the activity is not for a business or commercial purpose. Temporary storage containers such as PODs, dumpsters, dumpster bags, and similar storage containers shall not be placed on a Lot in excess of seven (7) days without approval from the Board of Directors.

Section 17. Leasing of Residences. No Lot shall be leased for a term less than six (6) months, and no more than three (3) times in a twelve (12) month period without express prior written approval by the Board of Directors. Per-room renting is prohibited unless the Owner also resides in the residence as their principal residence. A tenant may not sublet the residence.

ARTICLE X
GENERAL PROVISIONS

Section 16. Notwithstanding anything to the contrary which may be contained in this Declaration, this Declaration shall be construed in accordance with the laws of the State of Florida as they may be amended from time to time, and in the event of conflict, the provisions contained in the Florida Statutes, as they may be amended from time to time, shall control.

AMENDMENT TO THE BYLAWS FOR KERNAN MILL COMMUNITY ASSOCIATION, INC.

3. MEMBER'S MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place as the Board of Directors may determine, and at such time as may be specified in the notice of the meeting of each year, on the second Thursday in November of each year or such other date at a date set in the months of September, October, or November at as determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Thursday, or such day as the Directors shall determine and include in the notice of meeting.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:


(Witness Print name Kathryn Rose)
Address: 1941 Mayport Road,
Atlantic Beach, FL 32233


(Witness Print name James Star)
Address: 1941 Mayport Road,
Atlantic Beach, FL 32233

KERNAN MILL COMMUNITY
ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

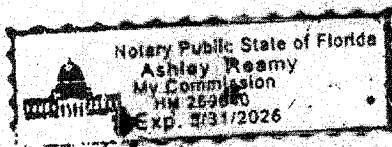

By: Rochelle Seiler
Its: President

Attest By:


By: James Star
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization, this 18th day of June, 2024, by Rochelle Seiler, as President for the Kernan Mill Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (✓) is personally known to me or provided () _____ as identification, and who did take an oath.



Ashley Reamy
(Print Name Ashley Reamy)
NOTARY PUBLIC, State of Florida

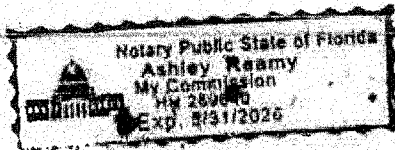
At Large.

Commission No. 269640

My Commission Expires: 5/31/26

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization, this 18th day of June, 2024, by James Starr, as Secretary for Kernan Mill Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (✓) is personally known to me or provided () _____ as identification, and who did take an oath.



Ashley Reamy
(Print Name Ashley Reamy)
NOTARY PUBLIC, State of Florida

At Large.

Commission No. 269640

My Commission Expires: 5/31/26