

Prepared by and returned to:
Ruth K. McDonald, Esq.
Hathaway & Reynolds, P.A.
50 A1A North, Suite 108
Ponte Vedra Beach, Florida 32082

**Amendment to Declaration of Covenants, Conditions, Restrictions and Easements
for Ocean Breeze Townhomes**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN BREEZE TOWNHOMES, made as of this 24 day of March, 2016, by Ocean Breeze Homeowners Association of Jacksonville Beach, Inc., a Florida corporation, hereinafter referred to as the "**Declarant**," recites and provides:

RECITALS:

A. The Developer, Hawks Landing at Fleming Island, LLC, has previously submitted certain property to the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Breeze Townhomes (the "Declaration") recorded in Official Records Book 16741, page 1134, of the current public records of Duval County, Florida; and

B. The Declarant has obtained authorization to amend the Declaration as hereinafter set forth in compliance with the provisions of Article II, Section 3 and Article XI, Section 12(c) of the Declaration.

NOW, THEREFORE, In accordance with the terms of the Declaration and the requirements of the Chapter 720 of the Florida Statutes, Declarant hereby amends the Declaration as follows:

1. **Definitions.** Except as otherwise provided herein, defined terms used herein have the meanings ascribed to them in the Declaration.
2. **Conflicts.** In the event of a conflict or ambiguity between the terms of the Declaration and the terms of this Amendment, then the terms of this Amendment shall supersede, control and prevail.
3. **Short Term Rentals.** Article VIII, Section 2 is hereby deleted in its entirety and replaced with the following:

"Section 2.

(a) All Owners are required to receive approval from the Board prior to leasing their Lots. Alternatively, the Board may choose, in its sole discretion, to appoint a committee (the "Rental Committee") consisting of three (3) Owners, to review Owners' applications for approval to enter into a lease with respect to their

Lot and to approve or deny such application. If the Board has established a Rental Committee as herein provided, the Board may also disband the Rental Committee and accept responsibility for reviewing and ruling upon Owners' rental applications at any time in its sole discretion.

(b) In the event that an Owner desires to lease their Lot, they shall submit to the Board or the Rental Committee, as applicable, an Application Package consisting of the following: (1) a Rental Application (provided by the Association), (2) a Consent to Background/Credit Check (provided by the Association) signed by the prospective Tenant, (3) a copy of the proposed lease and (4) a \$100.00 non-refundable Application Fee. The Board or the Rental Committee, as applicable, shall have thirty (30) days in which to completely process the Application. During this thirty (30) day period, the Board or the Rental Committee, as applicable, may conduct whatever investigation it deems necessary, including conducting a background check and a credit check on the prospective tenant. Approval shall be granted or denied by the Board or the Rental Committee, as appropriate, based upon the length of the lease, the terms of the lease, the prospective tenant's credit and background checks, the Owner's compliance with the Declaration and all other factors, including the desirability of rentals in the community in the sole opinion of the Board or Rental Committee, as applicable. The Board or the Rental Committee, as applicable, may approve or disapprove the application in its sole and absolute discretion; however, in no event shall the Board or the Rental Committee, as applicable, approve an application for a lease with a term of less than ten consecutive calendar months or when the Owner of the Lot is presently in violation of any of the terms of the Declaration. In the event that the Board or the Rental Committee, as applicable, approves the application, it shall provide the Owner with a Certificate executed by the President or the Secretary of the Association confirming such approval. In the event that no such Certificate is received within thirty (30) days of submission of the Application Package, the request to lease shall be deemed denied. Approval of a lease with respect to a Lot shall not constitute approval of any subsequent lease for said Lot, either with the same or different tenants or under the same or different term. Each new lease for a Lot must receive separate approval from the Board or the Rental Committee, as applicable.

(c) The Association shall have the authority, but not the obligation, to require and collect a security deposit ("Deposit") of \$1,000.00 from any Owner to whom permission to lease their Lot is granted. This Deposit shall be held by the Association in a non-interest bearing escrow account. The Association may apply the deposit to any damages to the Common Area or any Association property caused by the tenant or their guests or invitees, or to any unpaid fines, interest, collection costs or attorney's fees due to the Association with relation to the leased Lot which accrue during the occupancy of the tenant. Whenever any portion of the Deposit is so applied by the Association, the Association shall give notice to the Owner of the application and the amount so applied and the Owner shall have ten (10) days in

which to replenish the Deposit to its original sum. At such time as the Owner is no longer leasing their Lot, the Owner shall notify the Association of this whereupon the Association shall have fifteen (15) days from receipt of this notice to return to the Owner any unused portion of the Deposit. In the event that the Deposit is not sufficient to cover any damages to the Common Area or Association Property caused by the tenant or their guests or invitees or any unpaid fines, interest, collection costs or attorney's fees due to the Association with relation to the leased Lot which accrue during the occupancy of the tenant, this amount shall be immediately due from Owner and shall be considered a Lot Assessment in accordance with the terms of Article IV, Section 4 of the Declaration. Nothing contained herein shall relieve the Owner of liability for assessments, late fees, interest, attorney fees, fines or costs of collection as set out in the Declaration.

(d) The provisions of the Florida Statutes, the Declaration, and the Bylaws of Ocean Breeze Homeowners Association of Jacksonville Beach, Inc., a Florida corporation not for profit shall be deemed expressly incorporated into the lease relating to any Lot. Subleasing of any home is strictly prohibited. No rooms may be rented and no transient tenants may be accommodated. It is the responsibility of the Owner to provide the tenant with a copy of all documents governing the Association and a violation of any provision of these documents by the tenant shall be deemed a violation by the Owner and shall subject both the tenant and the Owner to any remedies available to the Association under the Statutes or the governing documents.

(e) In addition to the remedies provided for in the Declaration, including without limitation Article IIX, Section 4 and Article XI, Sections 5 and 14 of the Declaration, and in the Florida Statutes, in the event that any Owner or tenant shall violate or attempt to violate the provisions of this Article VIII, Section 2, the Association may, in its sole and absolute discretion, suspend the rights of the Owner and/or the tenant to use the Common Area until such time as the violation is remedied."

4. **Amendments.** Article II, Section 3 of the Declaration is hereby deleted. Future amendments to the Declaration shall be made in accordance with the provisions of Article XI, Section 12 of the Declaration.
5. **Miscellaneous.** Except as amended hereby, the Declaration remains in full force and effect in accordance with its terms and provisions.

WITNESSES:

**Ocean Breeze Homeowners Association of
Jacksonville Beach, Inc., a Florida
corporation**

Ruth McDonald
Name: Ruth K. McDonald

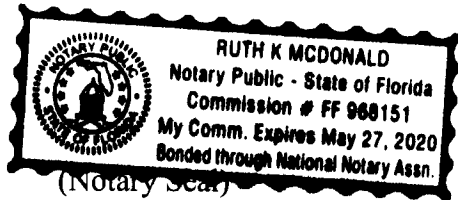
Jolyn Clark
Name: Jolyn Clark

By: [Signature]
Name: Leah Lynch
Title: President

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me March 24,
2016 by Leah Lynch, the President of Ocean Breeze
Homeowners Association of Jacksonville Beach, Inc., a Florida corporation, on behalf of
the corporation. S/He is personally known to me or has produced
_____ as identification.



Ruth McDonald
Print Name: Ruth K. McDonald
Notary Public, State of Florida
My Commission Expires: May 27 2020