

This Instrument prepared by:
Charles W. Brown, Jr., Esq.
CRABTREE LAW GROUP, P.A.
877San Jose Blvd
Building A, Suite 200
Jacksonville, FL 32217

**AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OCEAN TERRACE SOUTH BEACH**

This Amendment to Declaration of Covenants and Restrictions for Ocean Terrace South Beach is made as of this 11 day of Oct, 2022, by Ocean Terrace South Beach Homeowners Association, Inc., a Florida non-profit corporation.

WITNESSETH:

WHEREAS, Richmond American Homes of Florida, LP (“Developer”) recorded that certain Declaration of Covenants and Restrictions for Ocean Terrace South Beach, in Official Records Book 17087, Page 290, *et seq.*, of the Current Public Records of Duval County Florida, 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 Ocean Terrace South Beach Homeowners Association, Inc. (the “Association”).

WHEREAS, pursuant to Article XI, Section 11.6 of the Declaration, the Association may amend the Declaration with the approval of two thirds (2/3) of the total votes of the Association;

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

WHEREAS, on May 23, 2022, a Membership Meeting of the members of the Association was convened with quorum, at which approval of at least two thirds (2/3) the voting interests of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of two thirds (2/3) of the voting interests 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 VIII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 8.31 Leases. No Lot may be rented for a period of less than six (6) consecutive months and no more than three times in a calendar year. Vacation rental or transient rental occupancy is strictly prohibited. Only entire Lots may be leased, no sub-letting is permitted, no per-room leasing is permitted, and no occupancy is permitted upon a Lot located outside the single-family residence. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, applicable rules and regulations or of any other agreement, document or instrument governing the Lot or Property, including the failure to properly maintain landscaping and the exterior appearance of the property. The Owner of a leased Lot shall be jointly and severally liable with such Owner's Tenant for compliance with the governing documents and to the Association to pay any claim for injury or damage to property caused by the negligence or intentional acts or omissions of the Tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Owner shall provide a copy of the governing documents of the Association to the Tenant prior to the Tenant's occupation of the Lot.

These requirements for minimum leasing terms shall be effective immediately upon recording of this Amendment to the Declaration, however a temporary one-time exception is hereby granted for the present term of any current written lease or occupancy agreement as of the date of recording this Amendment to the Declaration to allow the longer-term minimum requirement take effect upon the expiration, extension, or renewal of the present term of any such lease or occupancy agreement.

At least fifteen (15) days prior to the date of the Tenant's right to occupy a Lot, Owner shall: (a) notify the Association in writing with the name of the Tenant and all of Tenant's family members or others that will be occupy the Lot, and (b) provide the Association with a true, correct and complete copy of the lease agreement. The Association shall have the right to demand and receive from an Owner or their Tenant a copy of any such written lease or occupancy agreement within fifteen (15) days of delivery of written demand to verify its terms. In the event Owner or their Tenant fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect and Owner shall be in violation of the Restrictions.

The Board of Directors of the Association may adopt reasonable rules and regulations to identify further occupancy arrangements for which the leasing regulations stated herein shall be applicable.

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Ocean Terrace South Beach Homeowners Association, Inc, the date and year first above written.

**OCEAN TERRACE SOUTH
BEACH HOMEOWNERS
ASSOCIATION, INC.,**
a Florida Not for Profit Corporation

Ashley Reamy
Print Name: ~~Paul Nelson~~

Ashley Reamy
Print Name: ~~Paul Nelson~~
LIZ Crawford

Nazmin Washington
By: Nazmin Washington
Its: President

Paul Nelson
Attest By: Paul Nelson
Its: Secretary

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 11 day of oct, 2022, by Nazmin Washington, as President for and on behalf of Ocean Terrace South Beach Homeowners Association, Inc., () to me well known or () who produced FL DL 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 Ocean Terrace South Beach 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 Ocean Terrace South Beach Homeowners Association, Inc.

Nicky Ferreira Santos
Notary Public, State of Florida
My commission expires:

