

This instrument prepared by/return to:
McCabe & Ronsman
James Klempin, Esq.
110 Solana Road, Suite 102
Ponte Vedra Beach, Florida 32082

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR PABLO BAY**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Pablo Bay Homeowners Association, Inc., originally recorded in Official Records Book 9873, Page 60 through 124 of the public records of Duval County, is made by the undersigned directors of Pablo Bay Homeowners Association, Inc. ("Association"), who certify the following amendment was approved by the written consent of seventy five percent (75%) of the Class A Members or upon a seventy five percent (75%) vote of the Class A Members voting in person or by proxy at a regular Association meeting or a special meeting called for that purpose at which there is a quorum, in compliance with Article XI, Section H of the Declaration of Covenants, Conditions Restrictions and Easements for Pablo Bay, on this 6 day of AUGUST, 2019 Except as expressly set forth below, all other provisions of the Declaration shall remain in full force and effect.

(Additions are indicated by underline, deletions are indicated by ~~strike through~~).

Article VII of the Declaration is hereby amended to add Section V as follows:

V. Leasing. Owners may lease or rent (hereinafter referred to as "Lease") their single-family residence in part or in their entirety a minimum term of three (3) continuous months. Leases less than three (3) months are prohibited. Lease for the purposes of this Declaration includes, without limitation, the regular, exclusive occupancy of a dwelling by any person other than the Owner, short-term vacation rentals, and hosting and guest services (including, without limitation, services such as VRBO, Airbnb, HomeAway, and other such similar services).

1. Pursuant to this Declaration, the Association's Board of Directors shall have the power to make and enforce reasonable rules and regulations regarding a Lease of residence including but not limited to the following provisions:
 - a. Term. All leases must be for an initial term of not less than three (3) consecutive months. Residence may not be leased more than four (4) times in any twelve (12) month period.
 - b. Occupants. The names and contact information including phone numbers and email address of all adult occupants of the Lease shall be provided to the Board within seven (7) business days of the signing of the Lease.
 - c. Maximum Number of Occupants. Occupants of the Lease property shall not exceed two (2) times the number of bedrooms of the original design of the home.
 - d. Groups. Lease to groups such as fraternity, sorority, club, monastery or convent, institutional group, or more than five (5) unrelated persons are prohibited.

- e. Documentation to Lessee. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. The lessee shall comply with and be bound by any and all rules and regulations of the affecting the Property or the neighborhood thereto which may be regulated, adopted or promulgated by the City of Jacksonville or the Homeowners Association having control over them.
- f. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.
- g. Lessee shall have no right to assign or sublet any or all of their interest in their Lease.
2. Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a dwelling shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the dwelling, agrees to the applicability of this covenant and incorporation of the following language into the lease:
- a. Lease Language. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations, adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased dwelling in order to ensure such compliance. All leases shall be in writing. The Board of Directors or its management company (hereinafter referred to as "Board") has the right to request a copy of any and all Leases to review the adherence of this Declaration.
- b. Owner Compliance. The Owner shall cause all occupants of his or her dwelling to comply with the Declaration, Bylaws, and the rules and regulations, adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the dwelling are fully liable and may be sanctioned for any such violation.
- c. Fines . If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be charged against the Lot. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine.
- d. Use of Common Areas. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Areas, including but not limited to, the use of any and all recreational facilities and other amenities.
- e. Continuing Liability. The liability of the Owner under this Declaration shall continue, notwithstanding the fact that the Owner may have leased said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this

Declaration, the Articles of Incorporation, and the Bylaws, as well as the provisions of the Act.

IN WITNESS WHEREOF, the undersigned directors of Pablo Bay Homeowners Association, Inc. have executed this certificate on this 6 day of AUGUST, 2019.

Witnesses

Pablo Bay Homeowners Association, Inc.

[Signature]
Signature of Witness 1

[Signature]
Signature of President

Michael Murray
Printed

SCOTT MAMPRE
Printed

[Signature]
Signature of Witness 2

[Signature]
Signature of Secretary

Michael Murray
Printed

Michael J. Lambetti, Jr
Printed

STATE OF FLORIDA
COUNTY OF FLA

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 2019, by SCOTT MAMPRE, as President of Pablo Bay Homeowners Association, Inc., and by MICHAEL J. ZAMBETTI, as Secretary of Pablo Bay Homeowners Association, Inc., on behalf of the corporation.



[Signature]

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: FL Drivers Lic