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Brandon J. Patty, Clerk of the Circuit Court and Comptroller St. Johns County FL Recording \$35.50

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PABLO CREEK RESERVE

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PABLO CREEK RESERVE (the “**Amendment**”) is made effective December 8, 2020 (the “**Effective Date**”), by **PABLO CREEK RESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the “**Association**”).

RECITALS:

A. The Association desires to amend the Declaration of Covenants and Restrictions for Pablo Creek Reserve, recorded in Official Records Book 2312, at page 1763, of the public records of St. Johns County, Florida, and in Official Records Book 12128, at page 1099, of the public records of Duval County, Florida (the “**Original Declaration**”). The Original Declaration as amended hereby shall herein be referred to as the “**Declaration**”.

B. Pursuant to Section 12.6 of the Original Declaration, the Original Declaration may be amended by Owners holding two-thirds (2/3) or more of the total votes of the membership of the Association.

C. At a duly noticed meeting of the Association held on December 8, 2020 at which a quorum was present, Owners holding not less than two-thirds (2/3) of the total votes of the membership of the Association were cast in favor of this Amendment.

NOW THEREFORE, the Association hereby amends the Original Declaration as follows:

1. The Association confirms that the above-stated recitals are true and correct. Unless otherwise specifically defined in this Amendment, all capitalized terms contained in this Amendment shall have the same meanings as such terms are defined by the Original Declaration.

2. Section 8.1 of the Original Declaration is hereby amended in its entirety as follows:

Section 8.1. **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and no other purpose. Except as otherwise provided in this Section 8.1, no Lots shall be used for any commercial or

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business purpose whatsoever, including without limitation, no Lot shall be used for the operation of a rooming house, hospital, hotel, bed and breakfast, any internet based short-term rental program such as Air B&B, VRBO or HomeAway or similar activities regarding rental of Lots for periods of less than nine (9) months. With the prior approval of the Board, home offices shall be permitted on all Lots. No business or commercial building can be erected on any Lot and no Lot shall be divided, subdivided or reduced in size without the prior consent of the Board. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 8.1 shall be reallocated by the Board, in its sole discretion, at the time written consent for such subdivision is given by the Board.

3. A new Section 8.31 is hereby added to Article VIII of the Original Declaration as follows:

Section 8.31. **Rental Restrictions.**

(a) No Lot may be leased by any Owner, or by any Owner's agent, tenant or other person having any interest in such Lot, to any party for a term which is less than nine (9) months. No subleases or assignments of leases shall be permitted. For purposes of this Section 8.31, (i) the term "Lot" means and includes all or any part of a Lot or any dwelling unit located thereon, (ii) the term "lease" or "leased" means and includes any arrangement for the use or occupancy of a Lot for a charge or other remuneration by or through a lease, license or other similar agreement, whether oral or written, including without limitation, any house swapping arrangement, and (iii) renewal rights shall not be included in the determination of the term of any lease. Not less than the entire residence located on any Lot may be leased and no time share units or vacation plans, as defined in Chapter 721, Florida Statutes or otherwise, may be created or operated on any Lot. All leases shall be in writing and shall state the term thereof (a "**Lease Document**"), and the Association shall have the right, upon request, to inspect any Lease Document from time to time in order to verify that such document conforms to the requirements of this Section 8.31. Upon violation of any provision of this Section 8.31, the Association may impose a fine against an Owner, or any tenant, guest or invitee of such Owner, for each day such violation continues, up to the maximum aggregate fine determined by the Association's Board of Directors from time to time, which in no event shall exceed Five Thousand and No/100 Dollars (\$5,000.00). Fines imposed pursuant to this Section 8.31 shall not be limited by any provisions of this Declaration, the Articles, the Bylaws or any rules or other documents enforceable by the Association to the contrary. The Association shall be entitled to a lien upon the applicable Lot with respect to any such fine, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to Article VI of this Declaration and Chapter 720, Florida Statutes, as the same may be amended from time to time. The foregoing provisions shall not preclude, limit or impair the rights of any party to enforce any other provision of this Declaration, or to pursue any other remedies available at law or in equity.

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(b) All lessees and all other occupants of any Lot shall be subject to all terms and provisions of this Declaration and all of the other governing documents of the Association, to the same degree as all Owners. Each Owner agrees to cause his or her lessee, and all other occupants if any Lot, to comply with the provisions of this Declaration and all other governing documents of the Association. Each Owner shall be responsible and liable for all violations, damages or losses caused by such lessees or occupants, notwithstanding the fact that all such lessees and occupants shall also be fully and personally liable to the Association for any such violations, damages or losses. In the event that any lessee or occupant of any Lot shall violate any provision of this Declaration or the Association's other governing documents, the Association's Board of Directors shall have the right and authority to bring legal proceedings against such persons to recover damages, seek injunctive relief, or for any other remedy available at law or in equity. Each Owner shall be jointly and severally liable with such Owner's lessee or other occupants of the Owner's Lot to the Association for any amount (as determined in the sole and reasonable discretion of the Association), required to enable the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of such lessee or occupant. The Association shall be entitled to a lien upon each applicable Lot with respect to any sums due to the Association pursuant to this subsection 8.31(b), which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to Article VI of this Declaration and Chapter 720, Florida Statutes, as the same may be amended from time to time.

4. Except as specifically amended hereby, the Original Declaration shall remain in full force and effect.

[Signatures begin on next page]

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IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date and year first above written.

Signed, sealed and delivered in the presence of:

PABLO CREEK RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

Caryn Scott
(Print Name) CARYN SCOTT

Patricia McManney
(Print Name) Patricia McManney

By: [Signature]
Name Printed: Art Friedman
President

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 8th day of December, 2020, by Arthur Friedman, as President of PABLO CREEK RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida at Large
Name Printed: PEGGY M. PARIS
Commission # GG 259722
My Commission Expires: 10/17/22
He/she is [check one]:
Personally Known [checked]
or Produced I.D.

Type of Identification Produced



PEGGY M. PARIS
Commission # GG 259722
Expires October 17, 2022
Bonded Thru Budget Notary Services