

Document prepared by:  
Hans C. Wahl, Esq.  
Cobb & Gonzalez, P.A.  
4655 Salisbury Road, Suite 200  
Jacksonville, FL 32256

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR REEDY BRANCH PLANTATION**

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements for Reedy Branch Plantation is made this 19<sup>th</sup> day of June, 2024 by Reedy Branch Plantation Homeowners Association, Inc. (the "Association").

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Reedy Branch Plantation was recorded on March 12, 1998, in the Official Records of Duval County, Florida at Book 8877, Pages 2197 – 2256 (the "Declaration");

WHEREAS, the Association desires to amend the Declaration to implement certain leasing restrictions, and this First Amendment is made pursuant to Section 13.9 of the Declaration, and "upon a seventy five percent (75%) vote of the 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."

NOW, THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Easements for Reedy Branch Plantation is amended as follows:

A. The following is an entirely new covenant and restriction added to the Declaration as Article IX, Section 9.1 (q) by this First Amendment:

Section 9.1 (q). **Leasing.**

In order to preserve the character of the Association as predominantly owner-occupied, no more than five percent (5%) of the total number of Lots / Residences may be leased at any one time. Owners currently leasing their Lots / Residences as of the date this Amendment is recorded in Duval County, Florida, will be allowed to continue leasing their Lots / Residences, even if that results in more than five percent (5%) of the total number of Lots / Residences being leased as of the date this Amendment is recorded in Duval County, Florida. If the current number of Lots / Residences leased as of the date this Amendment is recorded in Duval County, Florida, is greater than five percent (5%) of the total number of Lots / Residences, no additional leases will be approved by the Association pursuant to the terms of this paragraph until the number of Lots / Residences leased falls below five percent (5%) of the total number of Lots / Residences.

Owners desiring to lease their Lots / Residences may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease their Lots / Residences provided that such leasing is in strict accordance with the terms of the permit

and this section. Any Owner denied a Leasing Permit and the ability to lease his or her Lot / Residence due to more than five percent (5%) of the Lots / Residences being leased at that time can make a written request to the Association to be placed on a waiting list maintained by the Association for when future leases become available according to the terms of this section. The Association will not automatically place an Owner on a waiting list for future lease availability without receiving a written request from the Owner to do so.

If the failure to obtain a Leasing Permit and being unable to lease his/her Lot / Residence will result in the Owner suffering a hardship, the Owner may seek to lease on a hardship basis by applying to the Association for a Hardship Leasing Permit. The Association's Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Association if the permit is approved; (3) the number of Hardship Leasing Permits which have been issued to other Owners; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to, the following situations: (1) where the Owner must relocate due to the issuance of any United States Military deployment or relocation order; (2) where an Owner must relocate his or her residence outside of Duval County, Florida, and cannot, within six (6) months from the date the Lot / Residence was placed on the market, sell the Lot / Residence except at a price below the current appraised market value, after having made reasonable efforts to do so; (3) where the Owner dies and the Lot / Residence is being administered by his or her estate; and (4) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot / Residence. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Any availability for additional leases and a regular Leasing Permit due to the current number of existing leases falling below five percent (5%) of the total number of Lots / Residences will first go to any Owners on an existing Hardship Leasing Permit at that time and then will go to Owners on the waiting list for future regular Leasing Permits according to the order in which the Owners were placed on the leasing permit waiting list. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for a regular Leasing Permit and leasing his or her Lot / Residence within the five percent (5%) maximum.

B. All defined terms shall be as stated in the Declaration of Covenants, Conditions, Restrictions and Easements for Reedy Branch Plantation, unless otherwise stated herein.

C. The remaining provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Reedy Branch Plantation shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Association has caused this First Amendment to be executed by its duly authorized officers and affixed its corporate seal as of this 19<sup>th</sup> day of June, 2024.

Signed, sealed and delivered  
in the presence of:

REEDY BRANCH PLANTATION  
HOMEOWNERS ASSOCIATION, INC., a  
Florida non-profit corporation

Witness: Carla Resetar

Print name: Carla Resetar

By: Anthony Brooks President  
Anthony Brooks, President

Address: 13000 Sawgrass Village Circle Suite 13  
Don't Know RA BEE CA  
FL 32082

Witness: [Signature]

Print name: Michael S. Resetar

Address: 13000 Sawgrass Village Cir, Ponte Vedra Beach, FL 32082

STATE OF FLORIDA  
COUNTY OF DUVAL St. Johns

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June,  
2024, by Anthony Brooks, as President of Reedy Branch Plantation Homeowners Association,  
Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath  
and: (Notary must check applicable box).

is/are personally known to me.  
 produced a current driver's license as identification.  
 produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

Carla Resetar  
SIGNATURE OF NOTARY

Carla Resetar  
Name of Notary (Typed, Printed or Stamped)



Carla Resetar  
Comm.: HH 156977  
My Commission Expires:  
July 22, 2025

## EXHIBIT A

PARCEL B

A PORTION OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 00°32'31" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 29, A DISTANCE OF 2552.15 FEET; THENCE NORTH 89°35'48" EAST, 75.23 FEET; THENCE SOUTH 62°59'02" EAST, 97.72 FEET; THENCE SOUTH 81°44'35" EAST, 234.45 FEET; THENCE NORTH 86°33'32" EAST, 336.88 FEET; THENCE NORTH 55°27'58" EAST, 107.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18°28'22" EAST, 1196.78 FEET; THENCE SOUTH 09°18'29" WEST, 131.01 FEET; THENCE SOUTH 22°43'42" EAST, 621.15 FEET; THENCE SOUTH 75°56'18" WEST, 209.09 FEET; THENCE NORTH 83°10'32" WEST, 53.52 FEET; THENCE SOUTH 75°56'18" WEST, 200.00 FEET; THENCE SOUTH 09°10'04" EAST, 623.03 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 29; THENCE NORTH 89°26'36" EAST, ALONG LAST SAID LINE, 894.45 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9A (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) THENCE NORTH 00°18'07" WEST, ALONG LAST SAID LINE, 1025.18 FEET; THENCE NORTH 54°21'53" WEST, 157.77 FEET; THENCE NORTH 13°46'02" WEST, 1577.34 FEET; THENCE SOUTH 89°35'48" WEST, 399.19 FEET; THENCE SOUTH 62°14'48" WEST, 65.30 FEET; THENCE SOUTH 89°35'48" WEST, 61.32 FEET; THENCE SOUTH 55°27'58" WEST, 138.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 41.87 ACRES, MORE OR LESS.