

Prepared by:  
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**THIRD AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
RIP TIDE**

THIS AMENDMENT to the Declaration of Covenants and Restrictions for RIP TIDE is made effective by Rip Tide Home Owners Association, Inc., a Florida corporation not for profit, ("Association").

**WITNESSETH**

**WHEREAS**, on or about December 28, 1998, Rip Tide Enterprises, Inc., a Florida corporation (the "Developer"), executed that certain Declaration of Covenants and Restrictions for Rip Tide, recorded at Official Records Book 6637, Page 1353, *et seq.*, of the Official Records of Duval County, Florida, which together with its amendments thereto is hereinafter referred to as the "Declaration";

**WHEREAS**, it is the desire of the Association to implement restrictions on the leasing of Lots;

**WHEREAS**, it is the desire of the Association that the leasing restrictions stated herein shall come into effect for current and future Owners of Lots in the Association upon recording of this Amendment;

**WHEREAS**, pursuant to Section 9.3(b) of the Declaration, the Declaration may be amended by the Association with the affirmative vote of sixty-seven percent (67%) of the Owners of the Association at a duly called meeting of the Association; and

**WHEREAS**, the affirmative vote of at least sixty-seven percent (67%) of the Owners of the Association was obtained at a vote at a meeting of the membership of the Association which obtained quorum and conducted for that purpose held on July 12, 2022.

**NOW THEREFORE**, Rip Tide Home Owners Association, Inc. hereby amends the Declaration as follows:

(The text of the Amendment is on the following page)

(new words are inserted in the text and underlined; and words to be deleted are ~~lined through~~ with hyphens)

**ARTICLE III**  
**USE RESTRICTIONS**

Section 3.19 Leases. No Lot may be rented for a period of less than six (6) consecutive months and no more than three times in any calendar year. Vacation rental or transient rental occupancy is strictly prohibited. Only entire Lot may be leased, 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. 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.

These requirements for minimum leasing terms shall be effective immediately upon recording of this Amendment to the Declaration.

Within five (5) days following execution of a lease for a Lot, but in no event later than the occupancy of the Lot by a Tenant, 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 WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

RIP TIDE HOME  
OWNER'S ASSOCIATION, INC.,  
a Florida Not-For-Profit Corporation

Laurel Gaurd Nichols  
(Print name Laurel Nichols )

Jeffrey P. Nordman  
By: Jeffrey P. Nordman  
Its: President

Keena Unkrich  
(Print name Keena Unkrich )

Attest By:  
John W. Sharp  
By: John W. Sharp  
Its: Secretary

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me [x] by physical presence or [ ] by online notarization, this 3<sup>rd</sup> day of July, 2022, by Jeffrey Nordman, as President for the Rip Tide Home Owner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ( ) is personally known to me or provided ( ) \_\_\_\_\_ as identification, and who did take an oath.



BARBARA J MCBRIDE  
Commission # GG 281156  
Expires January 21, 2023  
Bonded Thru Budget Notary Services

Barbara J. McBride  
(Print Name Barbara J. McBride)  
NOTARY PUBLIC, State of Florida  
At Large.  
Commission No. GG 281156  
My Commission Expires: 1/21/2023

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me [x] by physical presence or [ ] by online notarization, this 3<sup>rd</sup> day of July, 2022, by John Sharp, as Rip Tide Home Owner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ( ) is personally known to me or provided ( ) \_\_\_\_\_ as identification, and who did take an oath.



BARBARA J MCBRIDE  
Commission # GG 281156  
Expires January 21, 2023  
Bonded Thru Budget Notary Services

Barbara J. McBride  
(Print Name Barbara J. McBride)  
NOTARY PUBLIC, State of Florida  
At Large.  
Commission No. GG 281156  
My Commission Expires: 1/21/2023