

This instrument prepared by and return to:
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, Florida 32082

THIRD AMENDMENT to the
Declaration of Condominium of Seawind Condominium

THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF SEAWIND CONDOMINIUM (the "Declaration") was approved on the 10th day of December, 2020 by the requisite number of voting members of Seawind Condominium Association, Inc. (the "Association"). The Declaration is recorded at Official Records Book 5670, Page 173 of the Public Records of Duval County, Florida.

RECITALS

A. Pursuant to Article IX, Section C of the Declaration, amendments to the Declaration may be adopted upon the affirmative vote of unit owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Units or without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66-2/3%) of all Units.

B. Pursuant to the rights and obligations set forth in Article IX, Section C of the Declaration, the Association desires to amend the Declaration as hereinafter set forth.

WITNESSETH

NOW, THEREFORE, the Association hereby amends the Declaration as follows (additions are underlined, deletions are ~~stricken~~):

Amended Article XIV, Section E of the Declaration is now amended to state:

E. Leasing

(i) Leasing Generally: 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). Entire Units, but not less than entire Units, may be leased; provided occupancy is only by the tenant and his family, servants and guests. No Unit shall be leased for less than ~~seven-thirty (730) months days~~. Leasing of Units shall be subject to the prior written approval of the Association. Any and all proposed Lessees, including roommates, of the demised Unit are subject to the prior written approval of the Association, in its sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit, employment, and personal reference investigations. The Tenant shall be responsible for the conduct of all other occupants and guests of the leased Premises in order to ensure such compliance.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations:

(a) All leases shall contain a provision that reads, or gives the same effect as the following:

All leases or rental agreements must be in writing. All leases, addendums, and lease renewals must be on forms approved by the Association and provide that the Association has the right to terminate the lease upon default by the tenant or other occupant of the demised Unit in observing any of the provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association or other applicable provisions of any agreement, document or instrument governing the Association or administered by the Association. The Unit Owner/Landlord must provide of a copy of the

Lease Agreement to the Association within seven (7) days of executing the agreement for the sole purpose of keeping records of the Association.

The Unit Owner/Landlord shall have the authority to cause the Tenant and all other occupants of the leased Premises to comply with the Declaration, the Bylaws, and Rules and Regulations adopted pursuant thereto. Any violation of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto by the Tenant, any occupant or any guest of the Tenant, is deemed to be a default under the terms of the Agreement and authorizes the Unit Owner/Landlord to terminate this Agreement without liability and to evict the Tenant in accordance with Florida law. Prior to eviction of a Tenant, the Association must give the respective Landlord and Tenant seven (7) days' notice to allow the Landlord to secure compliance from the Tenant. If the Owner does not cure the violation or remove the Tenant within such time period, the Association, through its Board of Directors, may commence eviction proceedings. If the Association proceeds to evict the Tenant any costs, including reasonable attorney's fees actually incurred, and court costs associated with the eviction, will be billed to the Unit Owner/Landlord and will bear interest at the highest rate permitted by law from the date expended until paid in full.

(b) The Unit Owner/Landlord is responsible for all violations by such Tenant or other occupants. If the Tenant or a person living with the Tenant, violates the Declaration, Bylaws or Rules and Regulations adopted pursuant thereto, notice of the violation must be given to the Unit Owner/Landlord and the Tenant. A fine may be charged against the Unit in accordance with the Declaration and the Condominium Act. Any such fine imposed against the Premises may not become a lien against the Premises.

(c) Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit without prior written approval of the Association. If Tenant does, the Association has the right to cancel the Lease as stated in the Default section. Tenant must get Association's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease.

IN WITNESS WHEREOF, the undersigned President and Secretary of Seawind Condominium Association, Inc. have made and subscribed this Second Amendment to the Declaration of Condominium Seawind Condominium for the foregoing use and purpose this 10th day of December, 2020.

SEAWIND CONDOMINIUM ASSOCIATION, INC.

By: Kim J. McDougall
Seawind, Its President/VP

Attest: [Signature]
Seawind, Secretary
(Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of December, 2020, by Kim McDougall, as President of Seawind Condominium Association, Inc., a Florida nonprofit corporation, on behalf of the corporation.

☒ Personally Known or
☐ Produced Identification
Type of Identification Produced: _____

[Signature]
Signature of Notary Public, State of Florida

Kirsten Fox
Print, Type, or Stamp Name of Notary Public

