

Prepared by:
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AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRINGBROOK

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Springbrook is made effective by the Springbrook owners Association, Inc. a Florida corporation not for profit, (Association”).

WITNESSETH

WHEREAS, on or about November 14, 2001, Spring Brook Joint Venture, LLP (the “Developer”) caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Springbrook, recorded at Official Records Book 10226, page 1137, *et seq.*, of the public records of Duval County, Florida, encumbering the land described in the plat of SpringBrook Unit One, according to the plat thereof recorded in Plat Book 54, Pages 49, *et seq.* in the current public records of Duval County, Florida (referred to herein as the "Declaration");

WHEREAS, it is the desire of the Association to implement new restrictions for the leasing of Lots in this community;

WHEREAS, pursuant to Article XII, Section 6 of the Declaration, and Article IX of the Articles of Incorporation for the Association, the Declaration may be amended by the Association with the consent of at least a majority of the members of the Association; and,

WHEREAS, approval of at least a majority of the members of the Association was obtained at a meeting which was properly noticed and conducted for that purpose held on September 26, 2020.

NOW THEREFORE, Springbrook Owners Association, Inc. hereby amends the Declaration with this Second Amendment to the Declaration, as follows:

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

ARTICLE XI Restrictions Affecting Residential Lots

13. **Leases.** No Unit may be rented for a period of less than four (4) consecutive months and no more than three times in any twelve (12) month period. Vacation rental or transient rental occupancy is strictly prohibited. Only entire Units may be leased, no per-room leasing is permitted and no occupancy is permitted upon a Lot located outside the Residential Dwelling Unit. 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 the Restrictions, 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 Unit or Property. The Owner of a leased Residential Dwelling Unit shall be jointly and severally liable with such Owner’s Tenant for compliance

with the Restrictions 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, however a temporary one-time exception is hereby granted for the present term of any current written lease or occupancy agreement as of the date of recording this Amendment to the Declaration, and the limitations shall take effect upon the expiration, extension, or renewal of the present term of any such lease or occupancy agreement.

Within five (5) days following execution of a lease for a Residential Dwelling Unit, but in no event later than the occupancy of the Residential Dwelling Unit 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 Residential Dwelling Unit, 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 occupancy of a person who is not the fee simple title Owner of the Lot shall be considered a Tenant and be subject to the leasing regulations of this Declaration if occupying under the terms of a written or verbal agreement to occupy any portion of the Lot if any of these factors are present:

- (1) if the occupant is allowed to occupy the Lot in exchange for the promise to provide consideration to the Owner or Owner's agent or assigns, which may include payment of rent or a fee, or for the performance of any task on behalf of the Owner;
- (2) if the Owner is a corporation, the occupant is not a shareholder of the corporation;
or,
- (3) if the Owner is a trust, the occupant is not the trustee of the trust or the individual stated in the terms of the trust to hold present possessory rights;

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.

ARTICLE XII
General Provisions

12. **Governing Law.** Notwithstanding any terms, covenants, restrictions, or remedies contained in these Restrictions to the contrary, the remedies contained in these Restrictions shall be construed as cumulative of all other remedies and liabilities now or hereafter provided by Florida Law as it may be amended from time to time, and in the event of conflict with the terms, remedies, or liabilities contained in these Restrictions, the terms, remedies, and liabilities provided by Florida Law as it may be amended from time to time shall control.

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:

Ruben H. Casies
(Print name Ruben H. Casies)

Felita Tuff
(Print name Felita Tuff)

SPRINGBROOK OWNERS
ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

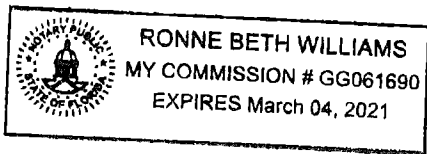
Oscar Navarro
By: Oscar Navarro
Its: President

Attest By:

Beniva Sapp
By: Beniva Sapp
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me in person this 26th day of September, 2020, by Oscar Navarro, as President for the Springbrook Owners 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.



Ronne Williams
(Print Name Ronne Williams)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. GG 061690
My Commission

Expires: 3/4/2021