

This Instrument Prepared by and Return to:
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, FL 32082

**FOURTH AMENDMENT TO THE COMMUNITY DECLARATION FOR TIDAL POINTE AT
SOUTHSIDE QUARTER**

THIS AMENDMENT TO THE COMMUNITY DECLARATION FOR TIDAL POINTE AT SOUTHSIDE QUATER (“Amendment”) is made effective November 17, 2022 by **TIDAL POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit (“Association”).

RECITALS

WHEREAS, the Community Declaration for Tidal Pointe at Southside Quarter is recorded in Official Records Book 18566, Page 1244, et seq., of the public records of Duval County, Florida, (“Declaration”), as amended by the First Amendment to Community Declaration for Tidal Pointe at Southside Quarter recorded in Official Records Book 18678, Page 1454 (“First Amendment”), and as amended by the Second Amendment to Community Declaration for Tidal Pointe at Southside Quarter recorded in Official Records Book 18873, Page 720 (“Second Amendment”), and as amended by the Third Amendment to Community Declaration for Tidal Pointe at Southside Quarter recorded in Official Records Book 19827, Page 1753 (“Third Amendment”), all of the Public Records of Duval County, Florida; and

WHEREAS, pursuant to Section 4.4 of the Declaration, the Declaration may be amended with the approval of a majority of the Board and fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum; and

WHEREAS, the Association has complied with all of the requirements of Section 4.4 of the Declaration; and

WHEREAS, the Association desires to amend the Declaration as more particularly set forth hereafter.

NOW, THEREFORE, the below amendment to the Declaration, was duly adopted in accordance with the terms of the Declaration.

(Additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by ~~strikethrough~~)

1. Section 10.10 of the Declaration is hereby amended to include the following Subsection 10.10.5:

**ARTICLE 10
MAINTENANCE BY THE ASSOCIATION**

...

Section 10.10.5. Matters of Common Interest to the Members. Notwithstanding anything to the contrary herein, in consideration of the Association’s maintenance obligations pursuant to

Section 10.10 of this Declaration, the Association shall also have the right and standing to institute, maintain, settle, and appeal actions on behalf of the Members concerning matters of common interest to the Members, including without limitation actions concerning alleged negligent or defective construction or design of any Home and any other improvement on a SFD Lot or Townhome Lot, including without limitation with respect to the roofs, building envelope, and other structural components of the Homes; mechanical, electrical, and plumbing elements; and exterior windows, doors, siding, sheathing, and underlayment as well as, any damages caused by the same. Notwithstanding anything else contained herein, only the Association shall have the authority and responsibility to use the amounts recovered in an action on behalf of the Members concerning alleged negligent or defective construction or design of any Home and any other improvement on a SFD Lot or Townhome Lot, to perform any and all remedial work made necessary as a result of the alleged negligent or defective construction or design.

...

2. Section 11.1 of the Declaration is hereby amended as follows:

**ARTICLE 11
MAINTENANCE BY OWNERS**

...

Section 11.1. Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. In addition, as the Association has the right to request that an Owner perform maintenance, repairs, or replacements to Homes and any other improvements on a Lot and to perform such maintenance, repairs, or replacements if the Owner fails to do so after notice, the Association shall also have the right and standing to institute, maintain, settle, and appeal actions on behalf of the Members concerning matters of common interest to the Members, including without limitation actions concerning alleged negligent or defective construction or design of any Home and any other improvement on a Townhome Lot, including without limitation with respect to the roofs, building envelope, and other structural components of the Homes; mechanical, electrical, and plumbing elements; and exterior windows, doors, siding, sheathing, and underlayment. Notwithstanding anything else contained herein, the Association shall have the authority and responsibility to use the amounts recovered in an action on behalf of the Members concerning alleged negligent or defective construction or design of any Home and any other improvement on a SFD Lot or Townhome Lot, to perform any and all remedial work made necessary as a result of the alleged negligent or defective construction or design, provided

however that undertaking such remedial work shall not obligate the Association to undertake maintenance, repair or replacement of any such items in the future which are otherwise the obligation of an Owner.

...

3. Section 12.22 of the Declaration is hereby amended as follows:

**ARTICLE 12
USE RESTRICTIONS**

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Section 12.22. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. It shall be a violation of this Section 12.22 to advertise in any manner, whether in print or electronic format, the lease of a Home for a period of less than one (1) year. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 12.22, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

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4. Section 20.6 of the Declaration is hereby amended as follows:

**ARTICLE 20
ENFORCEMENT**

...

Section 20.6. Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, ~~not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2018),~~ against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration, including, without limitation, those provisions benefiting SJRWMD. The maximum fine amounts provided by Section 720.305(2), Florida Statutes shall not be applicable for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the Association.

...

5. Section 20.6.4 of the Declaration is hereby amended as follows:

Section 20.6.4. The Violations Committee may approve a fine imposed by the Board against the Owner in the aggregate amount of ~~One Hundred and no/100 Dollars (\$100.00)~~ up to One Thousand and no/100 Dollars (\$1,000.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors. Any fine ~~in excess~~ of One Thousand Dollars (\$1,000.00) or more shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law, and may be collected in the same manner as an unpaid assessment as provided in Section 17 of this Declaration.

****The Rest of This Page Intentionally Left Blank****

IN WITNESS WHEREOF, TIDAL POINTE HOMEOWNERS ASSOCIATION, INC., has caused this Amendment to be executed in accordance with the authority herein above expressed this 17 day of November, 2022.

Witnesses

Kathy Fairchild
Signature of Witness 1

Katelyn Fairchild
Printed

Samantha Spradley
Signature of Witness 2

Samantha Spradley
Printed

Tidal Pointe Homeowners Association, Inc.

Hogan
President

Hogan Humphries
Printed

Brenda
Secretary

Brenda Cook
Printed

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of November, 2022, by Hogan Humphries, as President, of Tidal Pointe Homeowners Association, Inc., on behalf of the corporation, personally known or produced personally known as identification.

Valeska Estrada
(Signature of Notary Public -- State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public

