

STATE OF FLORIDA
DUVAL COUNTY

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TIFFANY OAKS
AND
FIRST AMENDMENT TO THE BYLAWS OF TIFFANY OAKS OWNERS ASSOCIATION,
INC.

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Tiffany Oaks and First Amendment to the Bylaws of Tiffany Oaks Owners Association, Inc. is made on the date set below.

WITNESSETH:

WHEREAS, Tiffany Oaks Owners Association, Inc. is the homeowner's association established under the Declaration and Bylaws, and operating as Tiffany Oaks;

Whereas, pursuant to Article XI, Section 10(a) of the Declaration, Owners shall have the right to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

Whereas, pursuant to Article XI of the Articles of Incorporation of Tiffany Oaks Owners Association, Inc, the Bylaws may be amended at a regular or special meeting of the embers by the vote of a majority of a quorum (as defined by the Bylaws) of members present in person or by proxy;

Whereas, the Declarant no longer owns any property subject to the Declaration;

Whereas, this Amendment has been approved by Members representing a majority of a quorum (as defined by the Bylaws) of members present in person or by proxy of the total Class A (Owners) votes in the Association;

NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:

1.

ARTICLE XI of the Declaration is amended by striking the Amendments filed in 2016 and adding them to the following sections:

Section 2. Add:

(a) Fences

- i. All fences must be approved by the ARC prior to installation.
- ii. No fence may exceed six (6) feet in height except the back lot line adjacent to Emily's Crossing which may not exceed eight (8) feet in height.

- iii. Any lake front lots may not have a fence higher than four (4) feet on the side of the lot that faces the lake.
- iv. No chain link fencing or any other type of metal fencing is allowed.
- v. All staining of fences must be approved by the ARC, must be of an earth tone color and must be compatible with the home and the community.
- vi. The top of any fence must be straight and level.
- vii. Fences must not go into a non-access easement without prior ARC approval.
- viii. Fences shall not come past the front wall, closest to the fence, of any adjacent house.
- ix. Fences may not be built on any portion of the lot except on the rear or side lot lines and may be no closer to the front of the lot than fifteen (15) feet rearward of the front of the house.

(b) Play Structures

- i. All play structures and games must comply with the Covenants, Conditions and Restrictions in terms of location, type and must be approved by the ARC.
- ii. All play structures (including trampolines), playhouses and doghouses must be in the backyard and must be buffered from view from outside the lot.

(c) Window Air Conditioners

- i. Window air conditioners are not permitted in any residence.

(d) Aerials and Antennas

- i. No radio aerial, antenna or any other exterior electrical equipment of any kind may be installed on any lot without prior approval of the ARC.

(e) Lawn Ornaments

- i. Lawn ornaments including, but not limited to birdbaths, fountains, sculptures and benches should be integrated with the landscaping.
- ii. All lawn ornaments must be approved by the ARC prior to installation.
- iii. Seasonal decorations are permitted as long as they are removed when the season/holiday is over and shall be limited to a display time not to exceed 30 days.

Section 3. Add:

(a) Storage Sheds

- i. Outside storage sheds shall not exceed 60 sq. ft. in area or 6 1/2 feet in height.
- ii. Storage sheds shall be anchored to the ground on all sides to prevent movement.
- iii. Storage sheds shall be placed only in back yards, behind the fence and not readily visible from the street.
- iv. Metal storage sheds are strictly prohibited.
- v. ARC approval is required prior to the purchase or construction of the storage unit. The structure and location of storage sheds also requires ARC approval.

Section 5. Exterior Maintenance, add:

(a) Yard Maintenance

- i. Generally, all yards must be free of weeds, underbrush and unsightly vegetation. All yards are to be free of refuse and unsightly objects.
- ii. All yards are to be fully planted with grass or other appropriate ground cover such as ivy, ornamental plants or landscape features such as landscape islands.
- iii. Dead or damaged parts of homeowner's lawns in excess of fifty (50) square feet must be replaced to the satisfaction of the ARC.

Section 8. Parking, add:

(a) Additionally:

- i. No overnight vehicle street parking will be permitted.
- ii. Vehicles parked in any driveway must not block the sidewalk.
- iii. Guest and delivery vehicles may be parked in driveways during reasonable visits and deliveries only.
- iv. No vehicle may be parked on any lawn at any time.
- v. No vehicles, boats, trailers or other offensive objects may be kept on any lot unless kept within the garage or obscured from street view in the rear yard by an approved privacy fence.

(b) Vehicle Lettering

- i. The vehicle shall be a standard size configured passenger car, SUV or pickup truck.
- ii. Pickup trucks shall be ½ ton or less in size.
- iii. Pickup trucks shall not have mounted side rail tool boxes or ladder racks.
- iv. Pickup trucks shall not have visible mounted equipment in the bed or on the bumper indicating a service vehicle.
- v. Lettering / signs on the vehicles shall be a maximum of 288 sq in per side, only one sign per side will be allowed as outlined in attached drawings, sign shall be in good taste and approved by the Board prior to application.
- vi. All lettering or designs must be professionally designed and installed.
- vii. Under no circumstances will wrap advertising be permitted.
- viii. Vehicle must be kept in the garage or driveway when not in use and not left on the street more than 2 hours.

2.

ARTICLE XI of the Declaration is amended by adding the following as Section 13:

13. Leasing: In order to protect the equity of the Owners within the Tiffany Oaks community to carry out the purpose for which the community was formed by preserving the character of the community as a residential property of predominantly owner occupied homes, to prevent the community from assuming the character of a renter occupied development and to comply with any eligibility criteria for mortgages, including mortgages on the secondary market, insofar as such criteria

provide that the community be substantially owner occupied, leasing of Lots shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Lots is prohibited.

(a) Definitions

i. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary dwelling.

ii. "Grandfathered Owner," means an Owner of a Lot on the date this Amendment is recorded in Duval County, Florida land records (the "Effective Date") if the Owner is leasing the Lot on such date pursuant to a lease for an initial term of one year or longer in accordance with the terms of the Declaration (a "Grandfathered Owner"). The Grandfathered Owner may continue to lease the Lot in accordance with the terms of the Declaration as it existed prior to the Effective Date; provided, however, upon the conveyance of ownership of the Lot for value, all leasing restrictions of this Section shall apply. In order to constitute a Grandfathered Owner, such Owner shall, within ninety (90) days of the Effective Date, provide a copy of a fully executed lease evidencing that the Owner's Lot was leased as of the Effective Date. Failure to provide such lease shall create a presumption that the Lot was not leased on the Effective Date, and thus, does not create a Grandfathered Owner.

(b) Restriction on Leasing. The only person authorized to lease their Lots are: (1) a Grandfathered Owner, or (2) a non- Grandfathered Owner who has received a written Leasing Permit or Hardship Leasing Permit from the Board as provided herein.

Notwithstanding anything to the contrary herein, the short-term occupancy, leasing or hotel type use of a Lot through services such as, but not limited to, Airbnb, HomeAway or VBRO constitutes a business activity under Article XI, Section 1 hereof, and shall be prohibited. Short-term leasing of a portion of the home on a Lot, even if the Lot is occupied by the Owner, shall be prohibited. The advertising of any Lot or holding out of any Lot in any manner whatsoever by any Owner, person, business, website, agency or any other service for the purpose of procuring or enticing persons to occupy such a Lot in such manner is also prohibited. Such use shall constitute a prohibited business use and shall not constitute authorized leasing under this subsection.

If current Leasing Permits have been issued for four (4) Lots in the community, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below). The goal is to reduce the number of Leasing Permits to zero (0), so as the Owners of the Leasing Permits sell their Lot, the new Owner may not lease the Lot. The purchase of Lots by Owners for the sole purpose of renting the Lot as an investment property is not allowed on the date this Amendment is recorded in the Duval County, Florida land records (the "Effective Date").

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the sole authority to issue or deny requests for Hardship Leasing Permits in its discretion. In making such a determination, the Board may take any factor into account, including: (1) the nature, degree and likely duration of the hardship, (2) the number of Hardship Leasing Permits which have been issued to other Owners, (3) the Owner's ability to cure the

hardship, and (4) whether previous Hardship Leasing Permits have been issued to the Owner. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. The Board may request whatever information it reasonably requires to validate the Hardship Leasing Permit request. Owners may apply for additional Hardship Leasing Permits.

(d) Leasing Provisions. Leasing which is authorized hereunder by a Grandfathered Owner or an Owner with a Leasing Permit shall be governed by the following provisions:

i. Notice. Within ten (10) days from the execution of the lease, the Owner shall provide the Board with a copy of the executed lease and the names and contact information of the lessees.

ii. General. Lots may be leased only in their entirety; no fraction or portion of a Lot may be leased. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year. The Lot Owner must provide the tenant copies of the Declaration, Bylaws and Association rules and regulations.

iii. Liability for Assessments and Compliance with Declaration, Bylaws and Rules and Regulations. Any Lease of a Lot (even if such a lease is in violation of the Declaration) shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by the existence of the covenant; and any lessee, by occupancy of a Lot, agrees to the applicability of the covenant and incorporation of the following language into the lease, whether or not expressly therein stated:

(1) Liability for Assessments. Owner agrees to be personally obligated for the payment of all assessments and all other charges which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto.

(2) Compliance with Declaration, Bylaws and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to ensure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws or rules and regulations adopted thereunder shall constitute a default under the lease. Owner shall cause all occupants of the Owner's Lot to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws or rules and regulation for which a fine is imposed, such a fine will be assessed against the Owner. The Owner shall pay the fine upon notice from the Board. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto by lessee, any occupant or any person living with lessee, including but not limited to, the leasing of a Lot

without a Leasing Permit or a Hardship Leasing Permit, is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law.

3.

ARTICLE XII of the Declaration is amended by striking the Amendment filed in 2016 and adding the following to Section 1:

(a) Enforcement of the covenants of Tiffany Oaks will follow the guidelines set forth in this policy. The ARC will oversee implementation of the following steps and produce a monthly report to the Board of Directors. This report will incorporate all open violations.

- i. The first notice from Tiffany Oaks Owners Association will state that the homeowner must correct the violation of the broken covenant. A date by which this violation must be corrected will be set forth in the letter and will be determined at the discretion of the Association.
- ii. The property in question will be inspected for compliance.
- iii. If the property is not brought into compliance, a second letter will be sent from the Association advising the homeowner to comply by a certain date and/or provide a hearing opportunity with a committee of at least three community members appointed by the Board.
- iv. If there is not resolution, a reasonable fine of \$100 will be levied per violation and will be due thirty (30) days after violator receives notice.
- v. If the property remains out of compliance after the second request, the matter shall be turned over to an attorney, who will send a letter advising the homeowner to correct the violation by a certain date or face litigation. The attorney's fees and costs associated with the drafting of this letter shall be the responsibility of the homeowner.
- vi. The property is then inspected for compliance.
- vii. If the property is still not in compliance on the date given to the homeowner in the letter sent by the attorney, then a member of the ARC will take an inspection photograph of the property. This photograph will be handed over to the attorney, who will then file a lawsuit. All attorney's fees and costs incurred by the Association shall be paid by the homeowner.
- viii. If the same violation is repeated within a twelve (12) month period, the Board of Directors will bypass steps #1 and #2 mentioned above and go directly to step #iii of the Enforcement of the covenants.

4.

ARTICLE II of the Bylaws is amended by striking ARTICLE II in its entirety and substituting the following:

An annual meeting of the members shall be set by the Board to occur annually, with the date, time and location to be set by the Board of Directors. Notice of each meeting of the members shall be given by the Board at least ten (10) days prior to such meeting. Such notice shall specify the time, place, date and purpose of the meeting.

Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by these Bylaws or the Declaration shall be in writing and shall be given by:

- (a) Personal delivery;
- (b) United States mail, first class, postage prepaid; or
- (c) Electronic mail

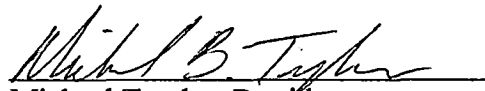
The presence, in person or by proxy, of Owners entitled to cast thirty (30) percent of the eligible vote of the Association shall constitute a quorum for any action except as otherwise provided by the Articles, the Declaration or these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote at such meeting shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum is present or represented.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association prior to such meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by a member of his Residential Lot.

IN WITNESS WHEREOF, the undersigned hereby unequivocally certifies that agreement of the required majority was lawfully obtained and that all required notices were properly given.


Dated this 15th day of March, 2025.

Tiffany Oaks Owners Association, Inc.


 Michael Traylor, President


 Pat Kirkland, Secretary

Sworn to and subscribed before me this 15th day of March, 2025.


 Notary Public

