

**This instrument prepared by and
upon recordation return to:**

Daniel Wasserstein, Esq.
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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM AND BYLAWS FOR
VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC.**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BYLAWS FOR VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC. ("Amendment") is made by Vista Del Mar Association at Jacksonville Beach, Inc. a Florida not-for-profit corporation (the "Association").

RECITALS

A. The original Declaration of Condominium (the "Declaration") for Vista Del Mar Association at Jacksonville Beach, Inc., including all pages thereof and exhibits thereto, was recorded at Book 3113, Page 452, et seq., of the Public Records of Duval County, Florida.

B. The original Bylaws (the "Bylaws") for Vista Del Mar Association at Jacksonville Beach, Inc., including all pages thereof and exhibits thereto, was recorded at Book 3113, Page 510, et seq., of the Public Records of Duval County, Florida.

C. Article 21 of the Declaration, as amended, provides in relevant part that "[t]his Declaration may be amended at any time by affirmative vote of the Unit Owners owning at least a majority of the voting rights that are represented and present, in person or by proxy, at a duly noticed meeting of the Association at which a quorum is attained..."

D. Article VII of the Bylaws, as amended, provides in relevant part that "[t]hese by-laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval in person or proxy of the members of the Association holding a majority of the votes of the Association at a regular or special meeting of the members, notice of which shall state that such proposed amendment is to be voted upon at the meeting."

E. The Amendment language contained herein was proposed by the Board of Directors and approved by the requisite percentages at a meeting of the membership held on April 13, 2019.

F. The Association now desires to amend the terms of the Declaration and Bylaws as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Vista Del Mar Association at Jacksonville Beach is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration or this Amendment and the Bylaws, this Amendment shall control. Whenever possible, this Amendment and the Declaration and this Amendment and the Bylaws shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration and Bylaws, as originally recorded and previously amended, shall remain in full force and effect. In the event that any amendment(s) to the Declaration or Bylaws have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or Bylaws, or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Covenant. This Amendment shall be a covenant running with the land.

5. Amendment to the Declaration and Bylaws:

AMENDMENTS TO DECLARATION

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

9. MAINTENANCE, REPAIR AND REPLACEMENTS.

(a) By The Association. The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements and Limited Common Elements. However, excluded from the Common Expense shall be any installations, equipment, or components which serve only one (1) Dwelling Unit or one (1) Garage Unit and which are located outside of the boundaries of the respective Dwelling Unit or Garage Unit (including but not limited to insulation, heating and air conditioning equipment, electrical boxes, telecommunications boxes, conduits, ducts, plumbing, pipes, sewage lines and any type of wiring serving only one Dwelling Unit or Garage Unit) which installations, equipment and components shall be deemed Limited Common Elements for which the respective Unit Owner shall be responsible to maintain, repair and replace at their sole cost and expense (except for the structural portions of balconies and terraces adjacent to Dwelling Units, for which the Association shall remain responsible to maintain, repair and replace). The Association shall have the irrevocable right of access to each Dwelling Unit or Garage Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for the performing of such emergency repairs or procedures therein as may be necessary to protect life safety or prevent damage to the Common Elements or another Dwelling Unit or Garage Unit. In furtherance of the foregoing right of access afforded to the Association, each Unit Owner shall ensure that the Association has a copy of any key, fob or other device that may be needed to access their Dwelling Unit or Garage Unit, as well as any other relevant information including, but not limited to, any door lock codes, electronic passcodes, alarm passcodes or other security information associated with the Dwelling Unit or Garage Unit. Unit Owners shall update the Association as to all of the foregoing items and information immediately upon the installation or changing of any locks, alarm systems, passcodes or any other security devices related to their Dwelling Unit or Garage Unit. The Board of Directors shall develop protocol and procedures with respect to the Association's maintenance and safeguarding of these items and information. In the event that access is required to a Dwelling Unit or Garage Unit on an emergency basis and the Unit Owner has not provided to the

Association all of the required items and/or information necessary for such access, the Association shall be authorized to access the Dwelling Unit or Garage Unit by any means necessary, with the costs incurred in connection therewith being the responsibility of the respective Unit Owner and collectable and enforceable against them the same as an unpaid Assessment under this Declaration.

10. ASSESSMENTS AND LIENS. The Board of Directors shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each Unit Owner will be responsible for his Condominium Parcel's proportionate share of such annual assessment based upon its percentage share of the Common Expenses. Each Unit Owner's assessment for his Condominium Parcel shall be due and payable in twelve equal monthly installments, in advance, to the Association, unless some other payment thereof is adopted by the Board of Directors. If necessary to cover unanticipated expenditures which may be incurred during the fiscal year, the Board of Directors shall have the power to levy special assessments against the Unit Owners in proportion to each unit's share of Common Expenses. In addition, the Board of Directors may, if necessary, assess individual Unit Owners for certain expenses attributable solely to their Dwelling Unit or Garage Unit. Any assessments which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law or such lower rate as the Board of Directors shall determine; shall be subject to a late charge penalty as may be set and uniformly applied by the Board of Directors, and shall entitle the Association to an attorney's fee and costs in collection thereof. The Association shall have a lien on each Condominium Parcel for any unpaid assessments, interest, late charge penalties and attorney's fees and costs incident to the collection of such assessments, interest and late charges, and for the enforcement of the lien against the Unit Owner. Regardless of how title to a Condominium Parcel may be acquired, each Unit Owner thereof shall be jointly and severally liable with the prior Unit Owner for any unpaid assessments, interest, late charges, attorney's fees and costs that came due up to the time of transfer of title, subject to applicable limitations contained in the Condominium Act. The Association shall also have all other remedies provided by the Condominium Act, and all other applicable laws. In the event a Unit Owner is in default in payment of any regular assessment, the Association may accelerate the remaining payments due for the then current year by giving the default Unit Owner 10 days notice of intent to accelerate. The Board of Directors may request each Unit Owner to maintain a minimum balance on deposit with the Association for working capital to cover contingent expenses from time to time.

12. RESTRICTIONS UPON USE. No Unit Owner, tenant or other occupant of a Condominium Parcel shall:

(a) Use the Property or a Condominium Parcel for commercial purposes or any purpose other than as a single family residence and activities incident thereto, except that commercial use which is entirely within a Condominium Parcel, does not involve people or animals coming and going to and from the Condominium Parcel, and does not create a nuisance to other residents may be permitted, in the sole discretion of the Board of Directors, which permission shall not be unreasonably withheld.

(k) Keep more than a combined total of two (2) dogs and/or cats in their Condominium Parcel and shall not keep or bring on site any animals or pets which are in any manner obnoxious, dangerous, uncleanly or otherwise objectionable, including but not limited to pit bulls, rottweilers, doberman pinschers and any mixed breeds thereof, and only pursuant to such regulations as may be adopted by the Association. The foregoing enumerated breed restrictions shall not apply to any dogs that were already kept on site at the Condominium prior to the recording of the amendment adding such breed restrictions (so long as the dogs are in kept, maintained and behave in accordance with all other applicable provisions of this Declaration and

the rules and regulations of the Association), but will apply to any puppies of such dogs born thereafter, any replacements dogs that may be acquired thereafter, and to any dogs that anyone may otherwise seek to bring or keep on site at the Condominium for the first time after the recording of the amendment adding such breed restrictions. Additionally, when outside of a Condominium Parcel, all dogs and cats must be carried or walked on a non-retractable leash and are not allowed in the courtyard, pool area, pool patio, club building or any landscaped area. Dogs and cats may be walked on the strip of grass immediately adjacent to First Street or on the beach, or such other location as the Board of Directors may determine, and any defecation must immediately be picked up and properly disposed of by the animal's owner.

(m) Allow anything, including but not limited to plants, floor mats or any other personal property, to remain in the hallways, parking areas or other common areas of travel or on Common Elements without prior written approval of the Board of Directors which would be unsightly or hazardous. Additionally, balconies and terraces may not be used as storage areas, must be kept free from clutter and must be maintained by the Unit Owner in a neat, clean, and aesthetically appealing condition.

(q) Allow any unauthorized vehicle to park in the Association's parking areas. No vehicle may be parked in the Association's parking areas by anyone unless the vehicle displays either a visitor decal or proper permit. As a non-exclusive means of enforcing the foregoing restrictions and in addition to any other remedies that may otherwise be available at law, the Association, through the Board of Directors, may, at the sole expense of the vehicle's owner, determine to tow a vehicle that is in violation but not until after the Association has placed a warning notice on the vehicle and a minimum of twenty-four (24) hours has passed. This notice and minimum time requirement shall not apply to instances where the Board of Directors has determined that the vehicle poses an active risk to property or life safety, in instances of an emergency, where the vehicle is blocking ingress and egress or where the same vehicle has previously been parked in violation of the Association's governing documents, in which cases the vehicle may be towed immediately.

(r) Lease or rent a Condominium Parcel for a term of less than six (6) months. All leases must be in writing and the names of any tenants or other occupants of a Condominium Parcel, their contact information and the make, model, color and license plate of their vehicle(s), must be provided in writing to the Association so that this information is received by the Association no less than two (2) business days prior to the commencement of the term of any lease or any renewal of a lease.

(s) perform any of the following listed modifications, renovations, installations or capital improvements unless there is full compliance with all applicable requirements, standards, specifications and guidelines contained in the Declaration, the Articles of Incorporation, the Bylaws, or within the rules and regulations as adopted or amended by the Board of Directors from time to time, and not until a completed application, as may be required by the Board of Directors, has been submitted along with any applicable and reasonable fee as determined by the Board of Directors, and not until after a written approval has been issued by the Board of Directors, which in no event shall take longer than thirty (30) days from receipt of a complete application:

1. Changing or adding flooring/floor coverings or ceiling coverings within a Condominium Parcel;
2. Moving the location of air conditioning/heating equipment, such as air handlers or ductwork, within a Condominium Parcel or which serve only one (1) Condominium Parcel;

3. Increasing electric panel amperage or changeout of the electric service panel serving a Condominium Parcel, regardless of where located;
4. Replacements or new installations of doors, sliding glass doors, windows, patio enclosures or hurricane shutters, including the frameworks and all other components thereof; and
5. Any work that may touch or impact upon Common Elements.

20. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the rules and regulations promulgated by the Association or its Board of Directors, shall entitle the Association or individual Unit Owners to injunctive relief, specific performance, money damages or any combination thereof. In any such legal or equitable action or proceeding, including appellate proceedings, the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court. The expense of any legal action which is required to be taken by the Association to enforce any of the provisions of this Declaration against any Unit Owner shall be borne by that Unit Owner. In addition to the foregoing and in accordance with the applicable provisions of the Bylaws and the Condominium Act, the Association may levy reasonable fines against Unit Owners, tenants, guests and invitees and/or suspend, for a reasonable period of time, their right to use common elements, common facilities or any other Association property, for any breach or non-compliance with the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations. Such fines and/or suspensions shall not be an exclusive means of enforcement, but instead, shall be in addition to any other available remedies.

AMENDMENTS TO BYLAWS

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

ARTICLE VI.

Use and Occupancy Restrictions

Section 3. In addition to the foregoing and in accordance with the Condominium Act, the Association may levy reasonable fines against Unit Owners, tenants, guests and invitees and/or suspend, for a reasonable period of time, their right to use common elements, common facilities or any other association property, for any breach or non-compliance with the Condominium Act, the Declaration, the Articles of Incorporation, these Bylaws or the rules and regulations.~~The Board of Directors shall establish a Covenants Committee, composed of Unit Owners, to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the Board of Directors. Members of the Board of Directors may serve on the Covenants Committee but shall not comprise a majority of the committee.~~

Section 4. The amount of any fine shall not exceed the greater of \$100.00 per violation or such other amount as permitted by the Condominium Act. For any violation of the Condominium Act, the Declaration, the Articles of Incorporation, these Bylaws or the rules and regulations that is of a continuing nature the associated fine shall not exceed the greater of \$100.00 per day or such other amount as permitted by the Condominium Act, up to a maximum of either \$1,000.00 or any higher maximum amount as may be authorized by the Condominium Act. A fine may be the basis of a lien against a Condominium Parcel, Dwelling Unit or Garage Unit and shall be collectable, lienable and foreclosable the same as an unpaid Assessment under

~~the Declaration, unless prohibited by the Condominium Act. Any Owner who is believed to be in violation shall be given notice and an opportunity to be heard before the Covenants Committee. After such hearing, the Covenants Committee shall report to the Board of Directors with recommendations, including a recommendation whether or not a fine should be imposed. Subject to provisions of the Condominium Act and following the recommendation of the Covenants Committee, the Board of Directors shall have the right to charge fines to the greatest extent permitted by the Condominium Act. However, the primary goal of the Covenants Committee is not to punish but to conciliate and resolve problems. The Covenants Committee may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored. Prior to the Board of Directors levying a fine or suspension against a Unit Owner, tenant, guest or invitee for a violation of the Condominium Act, the Declaration, the Articles of Incorporation, these Bylaws or the rules and regulations, the Association may, but shall not be obligated to provide the Unit Owner, tenant, guest or invitee with a written warning notice and an opportunity to cure for those violations that are of a continuing nature. Any fine or suspension shall first be levied by the Board of Directors and once a fine or suspension is levied by the Board of Directors, but before being imposed against the Unit Owner, tenant, guest or invitee the Association shall send to the Unit Owner, tenant or guest at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee (the "Covenants Committee"). If the Covenants Committee, by a majority vote, does not approve of a proposed fine or suspension, it may not be imposed against the Unit Owner, tenant or guest. The role of the Covenants Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If a fine or suspension is confirmed by the Covenants Committee then the Association must provide written notice of the fine or suspension by mail or hand delivery to the Unit Owner, tenant, guest or invitee before it may be imposed and once so imposed, a fine is due and payable five (5) days after the date of the Covenants Committee meeting at which it was approved. A Unit Owner may be held responsible for any violations of the Condominium Act, the Declaration, the Articles of Incorporation, these Bylaws or the rules and regulations committed by their tenants, guests or invitees, as well any of their tenant's guests or invitees, and the Unit Owner may be fined or suspended, as provided for herein, or have any other available remedies brought against them by the Association for violations by any such individuals the same as if the violation had been committed by the Unit Owner. The foregoing notice and Covenants Committee hearing requirements shall not apply to those suspensions for which the Condominium Act, dictates that a notice and hearing before a committee is not required.~~

Section 5. ~~If a tenant is believed to be in violation of the Covenants or Rules and Regulations, the Covenants Committee shall notify the Owner and tenant and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated the Covenants or Rules and Regulations, the Covenants Committee may assess fines against the Owner as provided in Section 4. In addition, if the violation continues for ten days after notice to the Owner of the Committee's findings, or if the a tenant materially violates the Condominium Act, the Declaration, the Articles of Incorporation, these Bylaws or the rules and regulations Covenants or Rules and Regulations more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board of Directors, shall have the right to evict the tenant in its own name and pursuant to Florida Statute 83 the same as if were the landlord. Each Unit Owner irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All attorney's fees and costs related to such action shall be charged to the Unit Owner and collectable the same as an unpaid Assessment under the Declaration. Any Unit Owner whose tenant or tenants (whether under one lease or different leases) violate the Condominium Act, the Declaration, the Articles of Incorporation, these Bylaws~~

or the rules and regulations ~~Covenants or Rules and Regulations~~ three times in any one-year period may be prohibited from further leasing of his Condominium Parcel Lot for a period of up to one year.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration and Bylaws for Vista Del Mar Association at Jacksonville Beach, Inc. to be executed and the undersigned has hereunto set their hand and seal this 15th day of April, 2019.

WITNESSES:

VISTA DEL MAR ASSOCIATION
AT JACKSONVILLE BEACH, INC.

x Peter J. DeMarzio
Print Name: PETER J. DEMARZIO

By: [Signature]
Name: Steve Taylor
Title: President

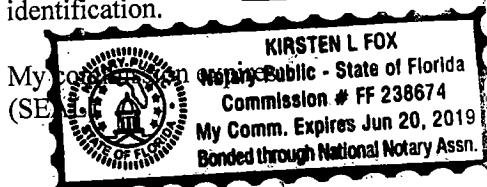
[Signature]
Print Name: Apah Nguyen
x Peter J. DeMarzio
Print Name: PETER J. DEMARZIO

By: [Signature]
Name: Ben Stone
Title: Secretary

[Signature]
Print Name: Apah Nguyen

STATE OF Florida)
COUNTY OF Duval) SS.:

The foregoing instrument was acknowledged before me this 15th day of April, 2019 by Steve Taylor, as President of VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC., on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Kirsten Fox

STATE OF Florida)
COUNTY OF Duval) SS.:

The foregoing instrument was acknowledged before me this 15th day of April, 2019 by Ben Stone, as Secretary of VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC., on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My commission expires:
(SEAL)



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Kirsten Fox