

This instrument prepared by/return to:
Edward Ronsman, Esq.
Jackson Law Group
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

CERTIFICATE OF AMENDMENT
OF THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR GREENBRIER
AT BARTRAM PARK

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions, and Easements for Greenbrier at Bartram Park ("Declaration") is made this 1 day of MARCH, 2018. The undersigned officers of Greenbrier Homeowners Association, Inc. ("Association") hereby certify that the following amendment to the Declaration was proposed by the Board of Directors and approved by the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Members voting in person or by proxy at the duly noticed and convened membership meeting of the Association held on February 26, 2018 in accordance with the procedures prescribed by the Declaration and Bylaws. The following provisions shall amend the provisions of the Declaration originally recorded at Book 13337, Page 1072, et seq. of the Official Public Records of Duval County, Florida.

(Additions are indicated by underline, deletions are indicated by ~~strikethrough~~)

9.23. Leasing of Residences.

(A) Entire Residences may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Residence shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g. an Owner cannot lease its Residence for seven (7) months or more and then allow the lessee to rent out all or any portion of the Residence for periods of less than seven (7) months). Every lease shall be in writing and must be provided to the Association within fifteen (15) days following execution of the lease. Failure to provide the lease to the Association within the appropriate timeframe shall entitle the Association to levy a fine of \$100.00 per day until the lease is provided.

(B) The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the

Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Residence therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. ~~If so required by the Association, any Owner desiring to lease a Residence may~~ shall be required to place in escrow with the Association a deposit in the amount of \$500.00 reasonable sum, not to exceed the equivalent of one (1) month's rent, which may shall be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(C) When a Residence is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Residence shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by an Owner and a tenant of the Property otherwise readily available for use generally by Owners is prohibited. Tenants shall contact Owner with any issues pertaining to the Residence, and shall not communicate with any managing entity engaged by the Association.

(D) A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement, whether or not specifically included therein. This shall specifically include the ability of the Association to evict any tenant as provided in Chapter 83 of the Florida Statutes governing residential tenants. In no instance, however, shall the Association be obligated to any Owner or tenant for financial as a result of a termination of the lease.

(E) A Residence may not be leased by an Owner until at least one (1) year has elapsed since the transfer of the property to the Owner. An Owner may enter into a lease agreement otherwise compliant with this Section, however, the commencement of the lease shall not be until at least one (1) year from the date of transfer. For the purposes of this provision, the date of transfer is the date of the execution of the deed or interest in property to the Owner. The one (1) year period shall not apply as to the Association taking title to a Residence by way of foreclosure or deed in lieu of foreclosure. In such instances the Association shall be entitled to immediately lease a Residence.

(F) Any lease of a Residence within one (1) year of an Owner's obtaining title or ownership interest in such Residence shall be subject to a fine of \$100.00 per day.

(G) Notwithstanding the foregoing, the Association shall have the ability, but not the obligation, to approve the leasing of a Residence prior to expiration of the first year of ownership upon the showing of a hardship by an Owner. The Board of Directors shall have the authority to consider the following factors, including (i) the nature, degree and likely duration of the hardship; (ii) the harm, if any, that will result to the Association if the lease is approved; (iii) the number of hardship approvals that have been given to other Owners; and (iv) the Owner's ability to cure the hardship. A "hardship" as described herein shall include, but not be limited to, the following situations: (1) An Owner must relocate his or her residence outside the Jacksonville metropolitan area and cannot, within six (6) months from the date that the Residence was placed on the market, sell the Residence except at a price below the current appraised market value, after having made reasonable efforts to

do so; (ii) where the Owner dies and the Residence is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residence; (iv) the Owner's employment is terminated and Owner has been unemployed for 90 days or more, or (v) the Owner is deployed on active military status. The Board of Directors shall be entitled to review each hardship request on a case by case basis, and shall not be obligated to issue despite similar facts or circumstances with a request which resulted in a hardship being approved.

(H) Any lease in existence as of the effective date of this amendment shall be subject to all of the provisions contained herein. This shall specifically include, but not be limited to, the requirement that any Owner renewing an existing lease submit the \$500.00 security deposit as provided in Paragraph (B).

IN WITNESS WHEREOF, the President and Treasurer of Greenbrier Homeowners Association, Inc. have executed this certificate on the date written above

Witnesses

[Signature]
Signature of Witness 1

GREG BORYS

Printed

[Signature]
Signature of Witness 2

Judy Kantar

Printed

Greenbrier Homeowners Association,
Inc.

[Signature]
Signature of President

Phillip Pope

Printed

[Signature]
Signature of Treasurer

Alex Nasser

Printed

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1 day of March, 2018, by Phillip Pope as President, and by Alex Nasser as Treasurer of the Greenbrier Homeowners Association, Inc.

[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: _____

