

Prepared by:
Charles W. Brown Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Blvd.
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GUANA LANDING

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements for Guana Landing, is hereby made by the Guana Landing Homeowners' Association, Inc. ("Association").

WITNESSETH

WHEREAS, on or about September 26, 2006, Guana Landing, LLC, a Florida corporation, as Developer, recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Guana Landing at Official Records Book 2788, Page 1745, of the current public records of St. Johns County, Florida (the "Declaration");

WHEREAS, it is the desire of the Association to amend its Declaration to adopt leasing regulations;

WHEREAS, pursuant to Article XIV(I) of the Declaration, the Association may amend the Declaration upon approval of at least two-thirds percent of the membership;

WHEREAS, the approval of at least two-thirds percent of the membership was obtained at a meeting of the membership of the Association, which obtained quorum and conducted for that purpose held on September 30, 2024, and publication of the proposed amendment was made to the membership of the Association at least fourteen (14) days in advance of the meeting of the membership;

NOW THEREFORE, Guana Landing Homeowners' Association, Inc. hereby amends its Declaration as follows:

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

VIII. USE OF PROEPRTY AND LOTS.

S. Leasing of Residences. 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. Every lease of a Residence shall 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 hereto) 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 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 Common 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 Lot 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 be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rental, which may be used by the Association to repair any damage to the Common 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. When a Residence is leased, a tenant shall have all use rights in Common 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. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of Common Property otherwise readily available for use generally by Owners. 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 such covenants, which covenant shall be an essential element of any such lease or tenancy agreement. A copy of such written lease shall be delivered by the Owner to the Association within fifteen (15) days following execution of the lease.

Short-term rental and transient rental occupancy is strictly prohibited. Time-share ownership of a Lot, time-share occupancy of a Lot, or any ownership or occupancy arrangement providing for fractional-share ownership of a Lot, is strictly prohibited. If a Lot is owned by a corporation, partnership, or company, occupancy of the Lot may not change more than one time in a seven (7) calendar month period without written approval of the Board of Directors prior to any occupancy. If a Lot is owned by a trust, only the Settlor(s) of the trust may occupy the Lot without written approval of the Board of Directors prior to any occupancy. Any ownership or occupancy arrangement in violation of the restrictions contained in this Section is void and the Association may seek a civil action to invalidate such occupancy or transfer.

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:

GUANA LANDING HOMEOWNERS'
ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

Emily Layt
(Witness Print name Emily Layt)
Address: 112 N Ponce De Leon Blvd
Unit C, St. Augustine FL 32084

John Griffey
By: John Griffey
Its: President

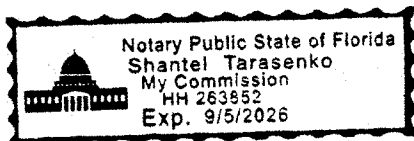
Ashley Brassfield
(Witness Print name Ashley Brassfield)
Address: 112 N Ponce De Leon Blvd
Unit C, St. Augustine, FL 32084

Attest By:

Darabi Hamid
By: Darabi Hamid
Its: Secretary

STATE OF FLORIDA)
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization, this October 16 2024, by, John Griffey as President for the Guana Landing Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (X) is personally known to me or provided () _____ as identification, and who did take an oath.



Shantel Tarasenko
(Print Name Shantel Tarasenko)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. HH 263852
My Commission Expires: 9/5/26

COPY