

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:  
THOMAS M. JENKS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
1 INDEPENDENT DRIVE, SUITE 2300  
JACKSONVILLE, FLORIDA 32202

## FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ODUM'S MILL

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ODUM'S MILL (the "Amendment") is made effective August 8, 2024 (the "Effective Date"), by ODOM'S MILL COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation (the "Association").

### RECITALS:

A. The Association desires to amend the Declaration of Covenants and Restrictions for Odum's Mill recorded in Official Records Book 1105, at page 1287, as amended by Supplemental Declaration of Covenants and Restriction for Odum's Mill recorded in Official Records Book 1234, at page 624, as supplemented by Second Supplemental Declaration of Covenants and Restrictions for Odum's Mill recorded in Official Records Book 1328, at page 1413, and as supplemented by Third Supplemental Declaration of Covenants and Restrictions for Odum's Mill recorded in Official Records Book 1368, at page 134, all of the public records of St. Johns County, Florida (together and as supplemented and amended to date, the "Original Declaration").

B. Pursuant to Section 10.3(b) of the Original Declaration, the Original Declaration may be amended by a written amendment approved by sixty-seven percent (67%) of all of the Owners at a duly called meeting of the members of the Association.

C. At a duly noticed meeting of the Association held on August 8, 2024 at which a quorum was present, not less than sixty-seven percent (67%) of all of the Owners voted to approve this Amendment.

**NOW THEREFORE**, the Association hereby amends the Original Declaration as follows:

1. The Association and the undersigned majority of the Board of Directors certify and confirm that the above-stated recitals are true and correct. Unless otherwise specifically defined in this Amendment, all capitalized terms contained in this Amendment shall have the same meanings as such terms are defined by the Original Declaration.

2. Section 3.1 of the Original Declaration is hereby amended in its entirety as follows:

3.1 Residential Use

(a) Each Lot shall be improved and used for single family residential purposes only and no trade, business, or profession of any kind may be conducted in, on or from any Lot, with the exception of Owners working remotely from their regular place of employment.

(b) No Unit may be leased by any Owner, Owner's agent, tenant, or any other person having any interest in such Unit, to any person for a term which is less than six (6) consecutive calendar months, and no Unit may be leased more than twice during any calendar year. Not less than an entire Unit may be leased, and at no time shall individual rooms or any other portion of a Unit be leased. All leases must be in writing.

(c) For purposes of this Section 3.1: (i) the term "Lot" means and includes all or any part of a Lot or any residential dwelling located thereon, (ii) the term "lease" or "leased" means and includes any arrangement for the use or occupancy of a Lot for a charge or other remuneration by or through a lease, license or other similar agreement, whether oral or written, including without limitation, any house swapping arrangement, and (iii) renewal rights shall not be included in the determination of the term of a lease. All leases shall be in writing and shall state the term thereof. At least five (5) days before the commencement of any lease of any Unit, the Owner shall notify the Association in writing and provide the (i) name and phone number of the Owner, (ii) the address of the Unit being leased, (iii) contact information for the tenant(s) including, but not limited to, the names, telephone numbers, and e-mail of the tenant(s), and (iv) the commencement and end dates of the applicable lease term.

(d) During the term of the applicable lease, each Tenant shall be subject to all provisions of this Declaration and all rules and regulations promulgated by the Association. Prior to the commencement of any lease, it shall be each Owner's responsibility to provide the tenant(s) with copies of the Declaration and the Association's rules and regulations.

(e) In addition to all other remedies, and to the maximum extent allowed by law, the Association may levy fines against an Owner or Owner's tenants for failure to comply with any provision of this the Declaration and/or the Association's rules and regulations (and any amendments thereto). Any fine may not exceed \$100 per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing before the Association's enforcement committee, except that no such continuing fine may exceed \$5,000 in aggregate. A fine of \$1,000 or greater may become a lien against the Unit and shall be enforced in the same manner that liens for assessment are enforced pursuant to Chapter 720, Florida Statutes.

4. Except as specifically amended hereby, the Original Declaration shall remain in full force and effect. In the event of any conflict or ambiguity between the terms of this Amendment and the terms of any of the Original Declaration, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date and year first above written.

Signed, sealed and delivered in the presence of:

ODOM'S MILL COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

Jamie Lee  
Jamie Lee  
(Print Name)  
Print Address: 4200 Marsh Landing  
Suite 200, Jax Beach FL 32250

By: [Signature]  
Name Printed: Chris Stein  
President

Noelle Salomon  
Noelle Salomon  
(Print Name)  
Print Address: 4200 Marsh Landing  
Suite 200, Jax Beach, FL 32250

Jamie Lee  
Jamie Lee  
(Print Name)  
Print Address: 4200 Marsh Landing  
Suite 200 Jax Beach, FL 32250

[Signature]  
Name Printed: Bill Lawin  
Director

Noelle Salomon  
Noelle Salomon  
(Print Name)  
Print Address: 4200 Marsh Landing  
Suite 200 Jax Beach FL 32250

Jamie Lee  
Jamie Lee  
(Print Name)  
Print Address: 4200 Marsh Landing  
Suite 200, Jax Beach, FL 32250

[Signature]  
Name Printed: \* MARCO S. TARANTO  
Director

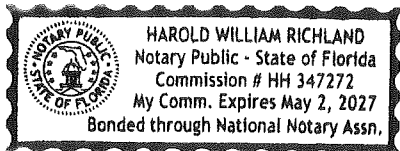
Noelle Salomon  
Noelle Salomon  
(Print Name)  
Print Address: 4200 Marsh Landing  
Suite 200 Jax Beach FL  
32250



STATE OF FLORIDA )

COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22 day of August, 2024, by MONROE J TARANT as a Director of **ODOM'S MILL COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.



[Signature]

Notary Public, State of Florida at Large

Name Printed: HAROLD W. RICHLAND

Commission # HH 347272

My Commission Expires: 5/2/27

He/she is [check one]:

Personally Known \_\_\_\_\_

or Produced I.D.

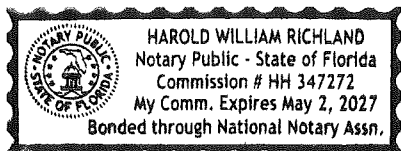
Type of Identification Produced

FL DL

STATE OF FLORIDA )

COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22 day of August, 2024, by Robert A. Eberling, as a Director of **ODOM'S MILL COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.



[Signature]

Notary Public, State of Florida at Large

Name Printed: HAROLD W. RICHLAND

Commission # HH 347272

My Commission Expires: 5/2/27

He/she is [check one]:

Personally Known \_\_\_\_\_

or Produced I.D.

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