

Prepared by/return to:
Bryan M. Davis, Esq.
Jimerson Birr, P.A.
One Independent Drive, Suite 1400
Jacksonville, FL 32202

**CERTIFICATE OF FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHCHASE**

THE UNDERSIGNED, being the duly elected and acting President of SOUTHCHASE OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, does hereby certify that at the duly noticed Special Annual Meeting of the Board of Administration held on July 7, 2022, at which a quorum was established, the First Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions for Southchase Owners Association, Inc., was approved by the Owners holding a majority of the votes in the Association. The Declaration of Covenants, Conditions, and Restrictions for Southchase was originally recorded on September 07, 2000, in the Official Records of Duval County, Florida at Book 9734, Page 1793 *et seq.*, and as amended from time to time.

Signed, sealed and delivered
in the presence of:

Witness:

Print name:

Witness:

Print name:

SOUTHCHASE OWNERS
ASSOCIATION, INC., a
Florida non-profit corporation

By:

Jeffrey Sims, President

By:

Kristin Thompson, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jeffrey Sims, as President and by Kristin Thompson, as Secretary of Southchase Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: *(Notary must check applicable box).*

☒
☐
☐

is/are personally known to me.
produced a current driver's license as identification.
produced _____ as identification.

{Notary Seal must be affixed}

SIGNATURE OF NOTARY

KARLA D. NURMELA
Notary Public, State of Florida
My Comm. Expires 08/27/2024
Commission No. HH11739

Name of Notary (Typed, Printed or Stamped)

Bryan M. Davis, Esq.
 Jimerson Birr, P.A.
 One Independent Drive, Suite 1400
 Jacksonville, Florida 32202

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHCHASE

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Southchase Owners Association, Inc. is made this 18th day of July, 2022 by Southchase Owners Association, Inc. (the "Association").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Southchase was recorded on September 07, 2000, in the Official Records of Duval County, Florida at Book 9734, Page 1793 *et seq.*, (the "Declaration");

WHEREAS, the Association now desires to amend the Declaration, and this First Amendment is made pursuant to Section 12.6 of the Declaration and adopted by Owners holding a majority of the votes in the Association;

NOW, THEREFORE, the Association hereby declares that the Declaration of Southchase Owners Association, Inc. is amended as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by reference.
2. All capitalized terms contained in this Second Amendment shall have the same meanings as such terms are defined by the Declaration.
3. **Article VI, Section 6 Leases.** No portion of a Residential Dwelling Unit (other than an entire Residential Dwelling Unit) may be rented. All leases must be in writing and shall have a term of no less than six (6) months. No Owner may lease his or her Residential Dwelling Unit more than three (3) times in any 12-month period, even if a tenant defaults on a lease or abandons the Residential Dwelling Unit before the expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said six (6) months, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise shall nevertheless still count towards the foregoing rental limitations. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the By-Laws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Residential Dwelling Units. The owner of a leased Residential Dwelling Unit shall be jointly and severally liable with such Owner's tenant for compliance with this Declaration, the Articles and the By-Laws and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Residential Dwelling Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Residential Dwelling Unit is leased in violation of this provision, the Association may terminate the lease and evict the tenant(s) in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the

Association and the Owner's Residential Dwelling Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant(s). All sums received from the tenant shall be applied to the Owners account for the leased Residential Dwelling Unit according to the priority established in Section 720.3085, Florida Statutes, as amended from time to time, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

No owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

4. **Article VI, Section 7 Lease Restrictions.** Owners shall obtain lease registration from the Association before renting a Residential Dwelling Unit. Registrations will be limited to no more than twenty percent (20%) of the total number of Residential Dwelling Units within the Association. No additional lease registrations shall be issued until the number of outstanding lease registrations falls below twenty percent (20%). For the purposes of this subparagraph, an Owner may seek to lease on a hardship basis by applying to the Board of Directors, a hardship lease registration above twenty percent (20%). For purposes herein, "hardship" shall include, but not be limited to, the following situations: (i) an Owner must relocate his or her residence outside the Duval County area and cannot sell the Residential Dwelling Unit except at a price below the current market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the Residential Dwelling Unit is being administered by his or her estate; and (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residential Dwelling Unit.

5. The remaining provisions of the Declaration of Southchase Owners Association, Inc. shall remain in full force and effect.

6. By execution of this First Amendment, the President and Secretary certify that this First Amendment has been adopted and approved by the Owners holding a majority of the votes in the Association.

7. In the event of a conflict between the Declaration and this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned, being the Association has caused this First Amendment to the Declaration of Southchase Owners Association, Inc. to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness: [Signature]
Print name: KARLA D NURMELA

Witness: [Signature]
Print name: DANA NURMELA

SOUTHCHASE OWNERS
ASSOCIATION, INC., a
Florida non-profit corporation

By: [Signature]
Jeffrey Sims, President

By: [Signature]
Kristen Thompson, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jeffrey Sims, as President and by Kristin Thompson, as Secretary of Southchase Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: *(Notary must check applicable box).*

- ☒ is/are personally known to me.
☐ produced a current driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

KARLA D. NURMELA
Notary Public, State of Florida
My Comm. Expires 08/27/2024
Commission No. HH11739

[Signature]
SIGNATURE OF NOTARY
KARLA D NURMELA
Name of Notary (Typed, Printed or Stamped)