

Document prepared by:
Bryan M. Davis, Esq.
BMD Law Group, P.A.
12724 Gran Bay Parkway West, Suite 410
Jacksonville, Florida 32258

**CERTIFICATE OF FIRST AMENDMENT TO THE
DECLARATION OF AUTUMN POINT ASSOCIATION,
INC.**

THE UNDERSIGNED, being the duly elected and acting President of AUTUMN POINT 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 May 2, 2024, at which a quorum was established, the First Amendment to the Declaration of Autumn Point Association, Inc., was approved by the Owners representing at least forty (40) votes of all Owners. The Declaration of Autumn Point Association was originally recorded on March 14, 2006, in the Official Records of Duval County, Florida at Book 13129, Page 2390 *et seq.*, and as amended from time to time.

Signed, sealed and delivered
in the presence of:

Witness: Chloe Brown

Print name: Chloe Brown

Witness: Adrian Kennedy

Print name: Adrian Kennedy

STATE OF FLORIDA
COUNTY OF DUVAL

AUTUMN POINT
ASSOCIATION, INC., a
Florida non-profit corporation

By: Fawn M. Wisneski
Fawn Wisneski, President

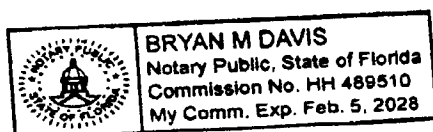
By: Patrick Morris
Patrick Morris, Secretary

The foregoing instrument was acknowledged before me this 30 day of may 2024, by Fawn Wisneski, as President and by Patrick Morris, as Secretary of Autumn Point 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}

Bryan M. Davis
SIGNATURE OF NOTARY



Bryan M Davis
Name of Notary (Typed, Printed or Stamped)

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FIRST AMENDMENT TO THE DECLARATION OF AUTUMN POINT ASSOCIATION, INC.

THIS FIRST AMENDMENT to the Declaration of Autumn Point Association, Inc. is made this 2nd day of May, 2024 by Autumn Point Association, Inc. (the "Association").

WHEREAS, the Declaration of Condominium of Autumn Point Association, Inc. was recorded on March 14, 2006, in the Official Records of Duval County, Florida at Book 13129, Page 2390 *et seq.*, (the "Declaration");

WHEREAS, the Association now desires to amend the Declaration, and this First Amendment is made pursuant to Article II of the Declaration and is adopted by forty (40) Owners as required;

NOW, THEREFORE, the Association hereby declares that the Declaration of Autumn Point 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 First Amendment shall have the same meanings as such terms are defined by the Declaration.
3. Article 6, Section 6.22 is amended as follows:

Article 6, Section 6.22 **Leases.** All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 4 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. No portion of a Lot (other than an entire UNIT) may be rented. No UNIT OWNER may lease his UNIT more than two 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY, even if a tenant defaults on a lease or abandons the UNIT before the expiration of the lease term. No UNIT may be leased unless that UNIT is first occupied for one (1) full calendar year by the OWNER and not placed for lease or rent until the DECLARATION and this provision is complied with. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said 3 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 COMMUNITY 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 BYLAWS, applicable rules and regulations, or of any other agreement, document or instrument governing the LOTS or UNIT on any LOT. The OWNER of a leased UNIT shall be jointly and severally liable

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with such OWNER'S tenant for compliance with this DECLARATION, the ARTICLES and the BYLAWS and to the COMMUNITY 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 COMMUNITY ASSOCIATION whether before or after such lease was entered.

In the event that an OWNER is delinquent in the payment of his ASSESSMENTS or other sums due and owing to the COMMUNITY ASSOCIATION, the UNIT shall not be leased until such amounts are paid in full or unless the COMMUNITY ASSOCIATION consents, in writing, to any such lease. If the UNIT is leased in violation of this provision, the COMMUNITY 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 COMMUNITY ASSOCIATION and the OWNER'S UNIT is leased, the COMMUNITY 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 COMMUNITY ASSOCIATION within ten (10) days (but no later than the day the next rental payment is due) from the day the COMMUNITY ASSOCIATION notified such tenant in writing that the rents must be remitted directly to the COMMUNITY ASSOCIATION, the COMMUNITY 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 OWNER'S account for the 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 COMMUNITY ASSOCIATION its agent for such purpose.

No OWNER may assign or otherwise transfer the OWNER'S obligations under this DECLARATION to any tenant. The COMMUNITY 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 COMMUNITY 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 COMMUNITY ASSOCIATION.

4. Article 6, Section 6.22.1 is amended as follows:

Article 6, Section 6.22.1 Lease Restrictions. OWNERS shall obtain lease registration from the COMMUNITY ASSOCIATION before renting a UNIT. Registrations will be limited to no more than twenty percent (20%) of the total number of LOTS. No additional lease registrations shall be issued until the outstanding lease registrations fall 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 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 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 UNIT.

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5. Article 6, Section 6.26 is amended as follows:

Article 6, Section 6.26 **Occupancy.** No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable ~~source of~~ noise or annoyance to the other residents of the SUBJECT PROPERTY.

Notwithstanding the foregoing, neither a UNIT, SUBJECT PROPERTY nor the COMMON AREA, nor any portion of either thereof, may be occupied or resided therein or thereon, for any purpose, either temporarily or permanently, by any person who is:

a. adjudicated, classified, labeled, or otherwise designated as amended from time to time, as a "sexual predator," "habitual sex offender," "child-victim offender," and/or "child-victim predator," (or any replacement or substitute term or variation therefrom resulting from any amendment to applicable portions of the Florida State Statutes);

b. required to be registered under the State of Florida's Sex Offender Registration and Notification Laws; and/or

c. required by applicable laws to register with a designated registering agency, thereby requiring notice to be given under the Florida Sex Offender Registration and Notification law or similar law from another jurisdiction, each of whom is referred to herein as a "sex offender."

The violation of the foregoing restriction shall entitle the DECLARANT or DECLARANT's successor (who owns any Lot or has the right to expand the DECLARATION), the COMMUNITY ASSOCIATION, and each OWNER, the right to enjoin such sex offender from occupying, or continuing to occupy, or residing in or continuing to reside in, a UNIT or in or on the COMMON AREA. The violation of the foregoing restriction shall entitle the COMMUNITY ASSOCIATION to institute and prosecute to the conclusion, in the name of the OWNER or OWNERS of a PARCEL which a sex offender occupies or is residing in, as the OWNER or OWNERS' agent for this sole purpose, proceedings to evict such person occupying or residing in that Lot. Each OWNER, by the acquisition of a fee simple interest in a PARCEL, understands and agrees that the remedies at law for damages in the event of the violation of the provisions of subsection (i) hereof are inadequate in that an award of damages would not resolve the problems inherent in having a sexual offender occupying space in or residing in the UNIT, and that irreparable harm to all other OWNERS would result from the occupancy or the residency of a sex offender in the UNIT.

Notwithstanding the foregoing, the party seeking relief pursuant to the provisions of subsections (ii) or (iii) hereof shall be entitled to recover all costs of enforcement, including court costs and reasonable attorney fees. In the case of the COMMUNITY ASSOCIATION seeking and obtaining relief pursuant to this section, the costs of enforcement shall be a charge on the lot occupied by or resided in by the sex offender and the subject of an ASSESSMENT against that PARCEL and its OWNER or OWNERS, and a lien thereon, and may be enforced by the same means and in the same manner as provided by Florida law and as provided in this DECLARATION with respect to the violation of restrictions. The foregoing restriction is not intended to create nor shall it be interpreted to create a duty by the DECLARANT, any OWNER,

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the COMMUNITY ASSOCIATION, or its BOARD, to inquire about, to take any affirmative action to determine the status of, or to disclose the occupancy or residency or prospective occupancy or residency, of a sex offender in the COMMUNITY ASSOCIATION.

6. The remaining provisions of the Declaration of Autumn Point Association, Inc. shall remain in full force and effect.

7. By execution of this First Amendment, the President and Secretary certify that this First Amendment has been adopted and approved by the Owners holding at least forty (40) votes of the voting interests of all Unit Owners.

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

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

Signed, sealed and delivered
in the presence of:

Witness: Chloe Brown

Print name: Chloe Brown

Witness: Adrian Kennedy

Print name: Adrian Kennedy

STATE OF FLORIDA
COUNTY OF DUVAL

AUTUMN POINT
ASSOCIATION, INC., a
Florida non-profit corporation

By: Fawn M Wisneski
Fawn Wisneski, President

By: Patrick Morris
Patrick Morris, Secretary

The foregoing instrument was acknowledged before me this 30 day of May, 2024, by Fawn Wisneski, as President and by Patrick Morris, as Secretary of Autumn Point 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}

Bryan M Davis
SIGNATURE OF NOTARY

Bryan M Davis
Name of Notary (Typed, Printed or Stamped)

