

Doc # 2015269773, OR BK 17378 Page 1700,
Number Pages: 3
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Ronnie Fussell CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$27.00

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Terroll J. Anderson, Esquire
800-C Third Street
Neptune Beach, Florida 32266
(904) 249-0154
tandersonlaw@gmail.com

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
BRAYWICK**

THIS AMENDMENT is executed this 19th day of November, 2015, by **BRAYWICK OWNERS ASSOCIATION, INC.**, a Florida non profit corporation (the "Association").

RECITALS:

WHEREAS, on January 1, 1995, Braywick Joint Venture., a Florida corporation ("Developer") executed a certain instrument entitled "Declaration of Covenants Conditions and Restrictions", recorded in Official Records Book 8091, beginning at page 2304, of the current public records of Duval County, Florida (the "Declaration"). Those properties which are subject to the Declaration are defined therein and are referred to herein as the "Property"; and

WHEREAS, upon turnover of developer control of the association to the owners, the Association became successor-in-interest to the Developer; and

WHEREAS, pursuant to the provisions of Article XII, Section 6 of the Declaration, and Article IX, of the Articles of Incorporation, the Declaration may be amended in whole or in part by the agreement of a majority of the Members; and

WHEREAS, at the Annual Members meeting of the membership on November 14, 2015, the Association obtained the approval of a majority of the Members to amend the Declaration as provided for hereinafter.

NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

- 1. Article III Section 1 of the Declaration is hereby amended to state:
 - 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot by acceptance of a deed therefor, whether or not it shall be

so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made. A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner.

2. Article III Section 9 of the Declaration is hereby amended to state:

9. Effect of Lien on First Mortgage Holders. The lien of any assessment or charge authorized herein with respect to residential parcels shall relate back to the date of the recordation of this Declaration. However, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

A. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

B. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action

This section shall be subject to the provisions of Florida Statute Chapter 720, as amended.

3. Except as modified in this instrument, all terms and conditions of the Declaration, as amended, remain in full force and effect.

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, by its authorized officer.

Signed, sealed and delivered
in the presence of

[Signature]

Printed Name MICENA SANCHEZ

**BRAYWICK OWNERS
ASSOCIATION, INC.**
a Florida non profit corporation

[Signature]

Printed Name Robin L Denton

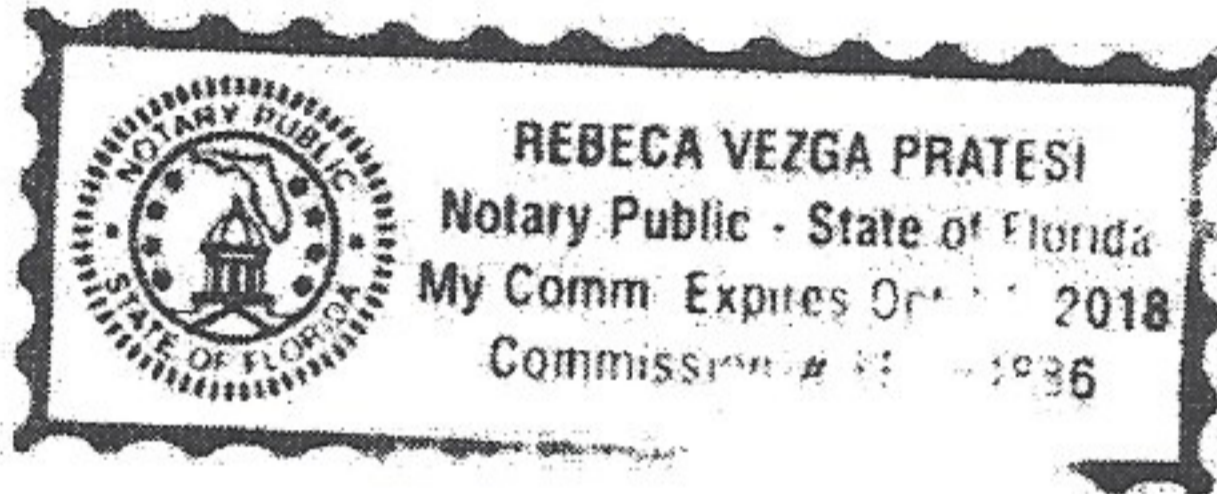
By [Signature]

Name: Linda R. Ehlen
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of November, 2015 by Linda Ehlen, as the President of Braywick Owners Association, Inc., a Florida non profit corporation, on behalf of the corporation. She is personally known to me or has produced a Florida driver's license as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires October 17, 2018

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**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Terroll J. Anderson, Esquire
800-C Third Street
Neptune Beach, Florida 32266
(904) 249-0154
tandersonlaw@gmail.com

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
BRAYWICK**

THIS AMENDMENT is executed this 19th day of November, 2015, by **BRAYWICK OWNERS ASSOCIATION, INC.**, a Florida non profit corporation (the "Association").

RECITALS:

WHEREAS, on January 1, 1995, Braywick Joint Venture., a Florida corporation ("Developer") executed a certain instrument entitled "Declaration of Covenants Conditions and Restrictions", recorded in Official Records Book 8091, beginning at page 2304, of the current public records of Duval County, Florida (the "Declaration"). Those properties which are subject to the Declaration are defined therein and are referred to herein as the "Property"; and

WHEREAS, upon turnover of developer control of the association to the owners, the Association became successor-in-interest to the Developer; and

WHEREAS, pursuant to the provisions of Article XII, Section 6 of the Declaration, and Article IX, of the Articles of Incorporation, the Declaration may be amended in whole or in part by the agreement of a majority of the Members; and

WHEREAS, at the Annual Members meeting of the membership on November 14, 2015, the Association obtained the approval of a majority of the Members to amend the Declaration as provided for hereinafter.

NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. Article XI, Section 8. of the Declaration is hereby amended to state:

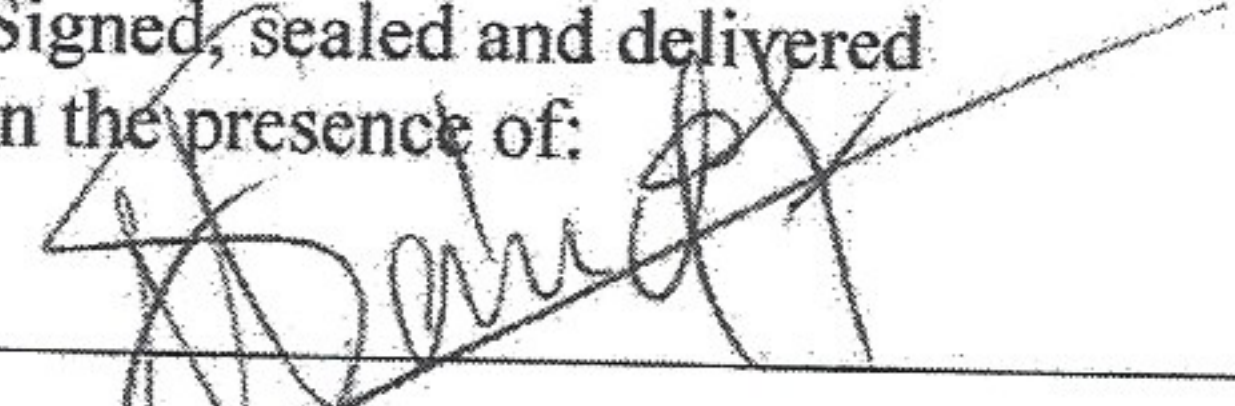
8. Parking. No vehicle shall be parked on any Residential Lot or street on the Property unless such vehicle is operable on the highways of the State of Florida and

has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two (2) hour duration. There shall be no overnight parking of vehicles on the street except for temporary guest use, not to exceed twenty-four (24) continuous hours. Vehicles including: boat, recreational vehicle, rental truck, trailer, or other commercial vehicle including commercial vans, trucks or trailers may be parked on the driveway for a period not to exceed twenty-four (24) continuous hours. Vehicles may not be parked on any other portion of the Residential Lot. All guest vehicles parked on the street shall be parked on the sidewalk side of the street to allow for safe emergency vehicle traffic flow. All vehicles must be parked in such a manner as not to block the community sidewalks. Vehicles violating these provisions may be towed to impound lots without notice, at the owner's expense.

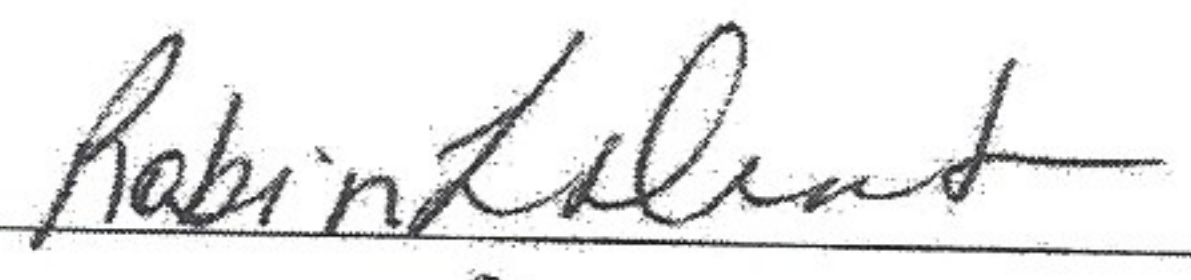
2. Except as modified in this instrument, all terms and conditions of the Declaration, as amended, remain in full force and effect.


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, by its authorized officer.

Signed, sealed and delivered
in the presence of:


Printed Name MILENA SANCHEZ

**BRAYWICK OWNERS
ASSOCIATION, INC.**
a Florida non profit corporation

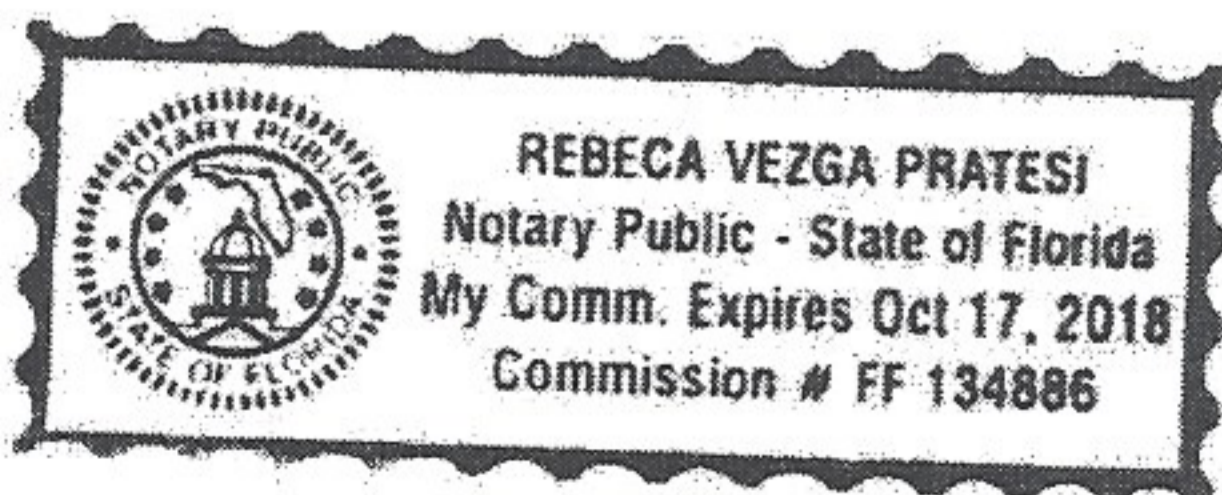

Printed Name Robin L Denton

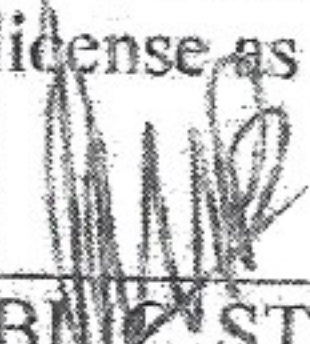
By 
Name: Linda R. Ehlen
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of November, 2015 by Linda Ehlen, as the President of Braywick Owners Association, Inc., a Florida non profit corporation, on behalf of the corporation. She is personally known to me or has produced a Florida driver's license as identification.




NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires October 17th, 2018.