

Prepared by:
Michael J. McCabe
McCabe & Ronsman
111 Solana Road, Suite B
Ponte Vedra Beach, Florida 32082

**CORRECTIVE SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARAH'S LANDING**

THIS CORRECTIVE SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SARAH'S LANDING ("Amendment") is made this 14 day of March 2019, by BH SARAH'S, LLC, a Florida limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer recorded that certain Declaration of Covenants, Conditions and Restrictions for Sarah's Landing in Official Records Book 18400, Page 826, of the public records of Duval County, Florida, amended by that certain First Amended to Declaration of Covenants, Conditions and Restrictions for Sarah's Landing, recorded in Official Records Book 18512, Page 2380, of the public records of Duval County, Florida (the "Declaration"); and

WHEREAS, Developer executed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sarah's Landing, as recorded in Official Records Book 18717, Page 1491, of the public records of Duval County, Florida (the "Second Amendment"); and

WHEREAS, Developer desires to correct a scrivener's error in the Second Amendment; and

WHEREAS, Pursuant to Article VII, Section 7.2 of the Declaration, the Developer shall have the right to amend the Declaration, and

WHEREAS, pursuant to the authority in Article VII, Section 7.2 of the Declaration, Developer desires to amend the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, Developer hereby amends the Declaration in accordance with the provisions set forth hereinafter (additions underlined deletions ~~stricken~~):

1. Article V, Section 5.31 is hereby amended as follows:

5.31 Leases. No portion of a residence or improvement on a Lot (other than an entire residence) 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 residence more than two (2) time in any 12- month period, ~~even if a tenant defaults on a lease or abandons the residence before expiration of the lease term, provided however, that if a tenant defaults under his/her lease agreement and the Owner terminates such lease agreement on account of such default,~~

then such Owner may be entitled to replace the defaulted and terminated tenancy with a new tenant under a new lease agreement (for a term of at least one (1) year), and such new tenancy shall not count as an additional lease for the specified period. 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. No Owner or tenant shall rent, sublet, or grant a license for, all or any portion of the residence or Lot via AirBnB, VRBO, or third party providing similar service for any length of time shorter than six (6) consecutive months.

The restrictions on lease terms set forth in this paragraph shall not apply to Lots owned or leased by Developer, its affiliates or persons Developer approves, in connection with their development, construction or sale of the Property. 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 Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or residences. The Owner of a leased residence shall be jointly and severally liable with such Owner's tenant for compliance with this Declaration, the Articles, Bylaws, and Rules and Regulations, 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 into.

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased residence/Lot are bound by and obligated to comply with this Declaration, the Articles and the Bylaws and that the tenant has received a copy of this Declaration, the Articles, the Bylaws and the Rules and Regulations. The Owner shall be responsible for providing a copy of this Declaration, the Articles, the Bylaws, and the Rules and Regulations to the tenant prior to execution of the lease and shall monitor enforcement and compliance with this Declaration, the Articles, the Bylaws, and the Rules and Regulations by the tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written.

Signed, sealed, and delivered
in the presence of:

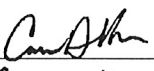
BH SARAHS, LLC

A Florida limited liability Company

By: 

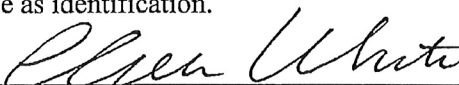
Christian Allen
Its Manager

Attest: 
Michael O'Neal

Attest: 
Cameron Hooper

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Amendment was sworn to, subscribed and acknowledged before me this 14
day of March, 2019, by Christian Allen, as Manager of BH SARAHS,
LLC, a Florida limited liability company on behalf of the company, who ☒ is personally known to
me, or ___ produced a Florida Driver's License as identification.


Notary Public, State of Florida



CHELSEA WHITE
Commission # GG 260169
Expires June 13, 2021
Bonded thru Budget Notary Services

