

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BRIDGEWATER ISLAND**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRIDGEWATER ISLAND (the “**Amendment**”) is made effective January 30, 2020 (the “**Effective Date**”), by **BRIDGEWATER HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the “**Association**”).

RECITALS:

A. The Association desires to amend the Declaration of Covenants and Restrictions for Bridgewater Island, recorded in Official Records Book 729, at page 828, and as preserved by Notice. Under Section 712.05, Florida Statutes recorded in Official Records Book 3963, at page 1641, both of the public records of St. Johns County, Florida (together, the “**Original Declaration**”). The Original Declaration as amended hereby shall herein be referred to as the “**Declaration**”.

B. Pursuant to Section 14.4 of the Original Declaration, the Original Declaration may be amended by a written amendment approved by the Board and signed by the Owners of at least a majority of the Lots within the Subdivision.

C. The Board has approved this Amendment and the Owners of at least a majority of the Lots within the Subdivision have signed copies of this Amendment.

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

1. The Association confirms 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. The first two sentences of Section 10.1 of the Original Declaration are hereby amended in their entirety as follows:

All Lots subject to this Declaration shall be used for single family residential purposes only and except as otherwise provided in this Section 10.1, no Lots shall be used for any commercial or business purpose whatsoever, including without limitation, no Lots shall be used for the operation of a rooming house, hostel, hotel, bed and breakfast, any

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internet based short term rental program such as AirBNB, VRBO or HomeAway or similar activities involving rentals of Lots for periods of less than seven (7) months. With the prior approval of the Board, home offices shall be permitted on all Lots.

3. A new Section 10.22 is hereby added to Article X of the Original Declaration as follows:

Section 10.22 Rental Restrictions.

(a) No Lot may be leased by any Owner, or by any Owner's agent, tenant or other person having any interest in such Lot, to any party for a term which is less than seven (7) months. No subleases or assignments of leases shall be permitted. For purposes of this Section 10.22, (i) the term "Lot" means and includes all or any part of a Lot or any dwelling unit 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 any lease. Not less than the entire residence located on any Lot may be leased and no time share units or vacation plans, as defined in Chapter 721, Florida Statutes or otherwise, may be created or operated on any Lot. All leases shall be in writing and shall state the term thereof (a "Lease Document"), and the Board shall have the right, upon request, to inspect any Lease Document from time to time in order to verify that such document conforms to the requirements of this Section 10.22. Upon violation of any provision of this Section 10.22, the Board may impose a fine against an Owner, or any tenant, guest or invitee of such Owner, for each day such violation continues, up to the maximum aggregate fine determined by the Board from time to time, which in no event shall exceed Five Thousand and No/100 Dollars (\$5,000.00). Fines imposed pursuant to this Section 10.22 shall not be limited by any provisions of this Declaration, the Articles, the Bylaws or any rules or other documents enforceable by the Association to the contrary. The Association shall be entitled to a lien upon such Lot with respect to any such fine, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to Article V of this Declaration and Chapter 720, Florida Statutes, as the same may be amended from time to time. The foregoing provisions shall not preclude, limit or impair the rights of any party to enforce any provision of this Declaration under Article XIV hereof, or to pursue any other remedies available at law or in equity.

(b) The restrictions set forth in this Section 10.22 shall not be applicable for the time period beginning ten (10) days prior to the final day of The Players Championship and ending two (2) days after such final day.

(c) All lessees and all other occupants of any Lot shall be subject to all terms and provisions of this Declaration and all of the other governing documents of the Association, to the same degree as all Owners. Each Owner agrees to cause his or her lessee, and all other occupants of any Lot, to comply with the provisions of this Declaration and all other governing documents of the Association. Each Owner shall be

responsible and liable for all violations, damages or losses caused by such lessees or occupants, notwithstanding the fact that all such lessees and occupants shall also be fully and personally liable to the Association for any such violations, damages or losses. In the event that any lessee or occupant of any Lot shall violate any provision of this Declaration or the Association's other governing documents, the Board shall have the right and authority to bring legal proceedings against such persons to recover damages, seek injunctive relief, or for any other remedy available at law or in equity. Each Owner shall be jointly and severally liable with such Owner's lessee or other occupants of the Owner's Lot to the Association for any amount (as determined in the sole and reasonable discretion of the Board), required to enable the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of such lessee or occupant. The Association shall be entitled to a lien upon each applicable Lot with respect to any sums due to the Association pursuant to this subsection 10.22, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to Article VI of this Declaration and Chapter 720, Florida Statutes, as the same may be amended from time to time.

4. Except as specifically amended hereby, the Original Declaration shall remain in full force and effect.

[Signatures begin on next page]

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:

BRIDGEWATER HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

Korriann Tasnady
Korriann Tasnady
(Print Name)

Pat Politi
Pat Politi
(Print Name)

Allison R. Baker
Allison R. Baker
(Print Name)

Pat Politi
Pat Politi
(Print Name)

By: Deborah J. McWade
Name Printed: Deborah J McWade
President

By: Cheryl McCann
Name Printed: CHERYL McCANN
Secretary

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3RD day of February 2020, by Deborah McWade, as President, and by Cheryl McCann as Secretary, of **BRIDGEWATER HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.



Betta A. Lytle
Notary Public, State of Florida at Large
Name Printed: Betta A. Lytle
Commission # GG 331088
My Commission Expires: 5/6/2023
He/she is [check one]:
Personally Known
or Produced I.D.

Type of Identification Produced

240 Canal Blvd #2
Ponte Vedra Bch., Fla