

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

THOMAS M. JENKS, ESQ.
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JACKSONVILLE, FL 32202

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SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WATER'S EDGE

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WATER'S EDGE (the "**Amendment**") is made effective June 19, 2019 (the "**Effective Date**"), by **WATER'S EDGE OF PONTE VEDRA HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "**Association**").

RECITALS:

A. The Association desires to amend the Declaration of Covenants and Restrictions for Water's Edge, recorded in Official Records Book 987, at page 2, as amended by First Amendment to Declaration of Covenants and Restrictions for Water's Edge recorded in Official Records Book 1027, at page 455, and as preserved by Notice of Preservation Under Section 712.05, Florida Statutes, recorded in Official Records Book 4460, at page 1423, all 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 Owners two-thirds (2/3) of the Lots.

C. At a duly noticed meeting of the Association held on June 19, 2019, not less than two-thirds (2/3) of the Owners of the Lots approved 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 second sentence of Section 10.1 of the Original Declaration is hereby amended in its entirety as follows:

Subject to the provisions of Section 10.20 hereof, no Lot shall be used for any commercial or business purpose whatsoever, including without limitation, no Lot shall be used for the operation of a rooming house, hostel, hotel, bed and breakfast, any internet based short term rental program such as AirBNB, VRBO or HomeAway, or any similar business or activity involving rentals of Lots for periods of less than one (1) year.

3. A new Section 10.20 is hereby added to the Original Declaration as follows:

Section 10.20 **Rental Restrictions**.

10.20.1 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 one (1) year. Any extension of the term of any lease shall be for a period of not less than thirty (30) days. Any

permitted sublease or assignment of a lease from an existing tenant to another tenant shall have a minimum term of one (1) year. For purposes of this subsection 10.20.1, (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 Association 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 subsection 10.20.1. Each Owner shall provide a copy of each applicable Lease Document to the Association not less than five (5) business days prior to the commencement date for such lease. Upon violation of any provision of this subsection 10.20.1, the Association 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 Association's Board of Directors from time to time, which in no event shall exceed Five Thousand and No/100 Dollars (\$5,000.00). Fines imposed pursuant to this subsection 10.20.1 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 VI 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 Section 14.1 hereof, or to pursue any other remedies available at law or in equity.

10.20.2 The restrictions set forth in subsection 10.20.1 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.

10.2.3 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 if 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 Association's Board of Directors 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 Association), required to enable the Association to repair any damage to any portion of Water's Edge 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 10.20.3, 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.

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:

WATER'S EDGE OF PONTE VEDRA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

[Signature]
Tonia Price
(Print Name)
[Signature]
Steven Sheremeh
(Print Name)

By: *[Signature]*
Name Printed: GREGORY J. SIKORA
President

(Print Name)

(Print Name)

By: *[Signature]*
Name Printed: SUSAN WINKLER
Secretary

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 11 day of July, 2019, by Greg Sikora, as President, and by Susan Winkler, as Secretary, of WATER'S EDGE OF PONTE VEDRA HOMEOWNERS ASSOCIATION, INC. a Florida non-profit corporation, on behalf of the corporation.



Jessica Jimenez-Douglas
COMMISSION # GG280615
EXPIRES: Nov. 29, 2022
Bonded Thru Aaron Notary

[Signature]
Notary Public, State of Florida at Large
Name Printed: Jessica Jimenez-Douglas
Commission # GG280615
My Commission Expires: 11/29/2022
He/she is [check one]:
Personally Known
or Produced I.D. _____
Type of Identification Produced _____