

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
1 INDEPENDENT DRIVE, SUITE 2300
JACKSONVILLE, FLORIDA 32202

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LAKESIDE (PATIO HOME LOTS)**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKESIDE (PATIO HOME LOTS) (the “**Amendment**”) is made effective January 17, 2023 (the “**Effective Date**”), by **LAKESIDE PATIO HOMES ASSOCIATION, INC.**, a Florida non-profit corporation (the “**Association**”).

RECITALS:

A. The Association desires to amend the Declaration of Covenants and Restrictions for Lakeside (Patio Home Lots), recorded in Official Records Book 652, at page 1562, as amended by Amendment to Declaration of Covenants and Restrictions for Lakeside (Patio Home Lots) recorded in Official Records Book 2750, at page 129, and as revived by Revived Declaration of Covenants and Restrictions for Lakeside (Patio Home Lots) recorded in Official Records Book 4368, at page 878, 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 the Owners of at least two-thirds of the Lots within the Subdivision signifying their approval by signing a copy of the proposed amendment.

C. The Owners of more than two-thirds 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. This section 10.1 shall not be interpreted to preclude any Owner or other permitted occupant of any Improved Lot from working remotely from their primary place of employment.

3. Section 10.3 of the Original Declaration is hereby amended by adding the following sentence thereto:

Without limiting the generality of the foregoing, (i) no garage may be expanded on any Lot, and (ii) no dwelling may be expanded vertically to add one or more additional stories.

4. Section 10.5 of the Original Declaration is hereby amended in its entirety as follows:

Section 10.5 **Motor Vehicles and Boats.** No boats, recreational vehicles or other motor vehicles, except four wheel passenger motor vehicles, shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles shall be parked only on the driveways located within the Lots. All motor vehicles must be parked in garages from 12:00 AM to 6:00 AM, except that motor vehicles may be parked on the driveway of the applicable Lot if the number of permanent occupants of the Lot who are licensed drivers exceeds the number of garage spaces located in the Lot. Commercial vehicles shall not be parked within public view on a regular basis.

5. Section 10.18 of the Original Declaration is hereby amended in its entirety as follows:

Section 10.18 **Fences.** Except as originally provided by the Developer or as required by law, no fence, wall or other barrier shall be constructed upon any Lot.

6. Section 10.23 of the Original Declaration is hereby amended in its entirety as follows:

Section 10.23 **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 10.23, (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 10.23. Upon violation of any provision of this Section 10.23, 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 10.23 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 Article XIV hereof, or to pursue any other remedies available at law or in equity.

(b) The restrictions set forth in this Section 10.23 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 Section 10.23, 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.

7. 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:

**LAKESIDE PATIO HOMES ASSOCIATION,
INC.,** a Florida non-profit corporation

Mark L. Mulholland
MARK L. MULHOLLAND

(Print Name)

Sarah Elizabeth McAlhany
Sarah Elizabeth McAlhany

(Print Name)

Mark L. Mulholland
MARK L. MULHOLLAND

(Print Name)

By: Susan B. Mullinax
Susan B. Mullinax, President

Attest:

By: Kathryn S. Mulholland
Kathryn S. Mulholland, Secretary

Sarah Elizabeth McAlhany
Sarah Elizabeth McAlhany
(Print Name)

STATE OF FLORIDA)

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 31 day of January, 2023, by Susan B. Mullinax, as
President, and by Kathryn S. Mulholland, as Secretary of **LAKESIDE PATIO HOMES
ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.

Alice Mays Kent

Notary Public, State of Florida at Large

Name Printed: ALICE MAYS KENT

Commission # HH 268743

My Commission Expires: 5/26/26

He/she is [check one]:

Personally Known

or Produced I.D. Driver's License

Type of Identification Produced

