

This instrument is prepared by
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, FL 32082

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
EAGLE CREEK OF ST. AUGUSTINE**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAGLE CREEK OF ST. AUGUSTINE (“Amendment”) is made this 4th day of APRIL 2022, by **EACH CREEK OF ST. AUGUSTINE HOMEOWNERS’ ASSOCIATION, INC.**, a Florida not for profit corporation (“Association”), whose mailing address is 463499 S.R. 200, YULEE, FL 32097.

WITNESSETH:

WHEREAS, that certain Declaration of Covenants and Restrictions for Eagle Creek of St. Augustine was recorded in Official Records Book 1145, Page 744 et seq., of the public records of St. Johns County, Florida, and was amended by that First Amendment to Declaration of Covenants and Restrictions for Eagle Creek of St. Augustine recorded in Official Records Book 2262, Page 230 et seq. of the public records of St. Johns County, Florida, and by that Amendment and Extension of Declaration of Covenants and Restrictions for Eagle Creek of St. Augustine recorded in Official Records Book 4373, Page 413 et seq. of the public records of St. Johns County, Florida (the “Declaration”); and

WHEREAS, Pursuant to Article 9.5 of the Declaration, the Association may amend the Declaration with the consent seventy-five percent (75%) of each class of votes entitled to be cast in accordance with the Declaration; and

WHEREAS, the Association desires to amend the Declaration with respect to leasing as set forth below; and

WHEREAS, the following amendment was approved by not less than seventy-five percent (75%) of the votes entitled to be cast in accordance with the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the Declaration is hereby amended in accordance with the provisions set forth hereinafter:

AMENDMENT TO DECLARATION

(Additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by ~~strikethrough~~)

1. Article IV of the Declaration is hereby amended to add Section 4.21 as follows:

4.21 Leasing. No Residence may be leased by any Owner, Owner's agent, tenant, or any other person having interest in such Residence, to any party for a term which is less than six (6) consecutive calendar months, and no Residence may be leased more than twice during any calendar year. Not less than the entire Residence may be leased, and at no time may individual rooms, or a fraction or portion of a Residence be leased. Subletting is not permitted. All leases must be in writing. Evidence of a written lease or rental agreement shall be furnished to the Association upon request.

The Association may adopt a form that Owners must complete incident to any lease of a Residence, which may request additional information or documentation the Association may deem appropriate. The lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Owner shall be jointly and severally liable with the tenant for any fines imposed against the tenant, any guest or invitee for violation of the Association's governing documents.

For the purposes of this Section, the term "Residence" means and includes any residential dwelling together with the Lot upon which it is constructed. "Lease" or "leased" means any arrangement, written or oral, by which a natural person, persons or legal entity shall occupy, take possession of or be permitted to occupy or take possession of a Residence in exchange for value and shall include, without limitation, a lease, rental agreement, an occupancy or license agreement, an occupancy permit, and other arrangements by or under in which a person or legal entity may possess or occupy a Residence for any period of time.

The Association's Board of Directors shall have the authority to adopt and enforce reasonable rules and regulations regarding leasing of Residence and compliance with these leasing restrictions.

2. Except as expressly amended and modified hereby, the Declaration, as previously amended, shall remain in full force and effect in accordance with the terms and provisions thereof.

[Remainder of page intentionally left blank – Signature page to follow]

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

Witnesses

CM
Signature of Witness 1

CHANDLER MORRIS
Printed

Sheryl Nutties
Signature of Witness 2

SHERYL NUTTIES
Printed

**EAGLE CREEK OF ST. AUGUSTINE
HOMEOWNERS' ASSOCIATION, INC.** a
Florida not-for-profit corporation

[Signature]
Signature of President

Rob Hamlett
Printed

STATE OF FLORIDA)
COUNTY OF Nassau)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of APRIL, 2022, by Rob Hamlett, as President, of **EAGLE CREEK OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC.**, on behalf of the corporation, personally known or produced _____ as identification.

Helen Fillion
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public

