

This instrument prepared by:
Charles W. Brown Jr., Esq.
CRABTREE LAW GROUP, P.A.
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Building A, Suite 200
Jacksonville, Florida 32217

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
RIVERWOOD BY DEL WEBB MONTEREY CONDOMINIUM**

THIS AMENDMENT is made this 14th day of May, 2021, by RIVERWOOD BY DEL WEBB MONTEREY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS:

WHEREAS,

- A. The Declaration of Condominium for Riverwood By Del Webb Monterey Condominium dated the 11th day of September, 2007, is recorded at Official Records Book 4638, Page 815, *et seq.*, of the current public records of St. Johns County, Florida, and was amended as follows:
1. By that certain Amendment recorded at Official Records Book 3016, Page 1254, *et seq.*, of the current public records of St. Johns County, Florida;
 2. By that certain Amendment recorded at Official Records Book 3018, Page 513, *et seq.*, of the current public records of St. Johns County, Florida; and
 3. By that certain Amendment recorded at Official Records Book 3018, Page 1949, *et seq.*, of the current public records of St. Johns County, Florida (hereinafter together referred to as the "Declaration");
- B. The Association desires to implement restrictions regarding leasing of Units.
- D. Article 15.3 of the Declaration sets forth that an amendment to the Declaration requires the approval of not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association.
- E. A Special Meeting of the Unit Owners was held on May 11, 2021, at which quorum was obtained and at which the Association obtained the approval of not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association. for approval of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged,

The RIVERWOOD BY DEL WEBB MONTEREY CONDOMINIUM ASSOCIATION, INC., does hereby amend the Declaration as follows:

ARTICLE 12 USE RESTRICTIONS

12.14 LEASING OF UNITS

12.14.1 Term of Lease and Frequency of Leasing. Section 7.15 of the Community Association Declaration provides that no lease shall be for a period of less than 12 calendar months. Section 7.15 further provides that it does not apply to the Developer. No subleasing or assignment of lease rights by the Tenant is allowed, except that an artificial entity leasing a Unit from the Developer may sublet or assign its lease rights. No Unit may be leased if the Unit is delinquent in payment of any Assessments. Except for the Developer and Institutional mortgagees, the Unit Owner leasing the Unit shall promptly notify the Association of each Tenant and other occupants of the Unit and the term of such lease. No Owner may rent a Unit more than twice in any twenty-four (24) month period, even if a tenant defaults on a lease or abandons the Unit before expiration of the lease term except as provided herein. No transient occupancy shall be permitted such as occupancy offered through services such as Vacation Rental By Owner (VRBO), AirBNB, or similar services.

12.14.2 Lease Permits. Owners desiring to lease their Unit may do so only if they have applied for and received from the Board of Directors a "Leasing Permit". Such a permit, upon its issuance, will allow an Owner to lease their Unit provided that such leasing is in strict accordance with the terms of the permit and the Condominium Documents of the Association. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with the Condominium Documents of the Association. All Leasing shall be valid only as to a specific Unit and its Owner and shall not be transferable between any other Unit or Owner, including between a subsequent Owner of a Unit where a permit was issued to the

Owner's predecessor in title.

12.14.2.1 An Owner's request for a Leasing Permit shall be in writing and be approved if current, outstanding Leasing Permits have not been issued for more than **five (5)** total Units. A Leasing Permit shall be issued for twelve (12) month periods, and shall be renewed unless it has been revoked pursuant to the conditions stated herein below. A Leasing Permit shall be automatically denied or revoked upon happening of any of the following events, without notice to the Owner:

- (i) the sale or transfer of the Unit to a third party, excluding sales and transfers to an Owner's spouse;
- (ii) if the lessee or other occupant has been charged by information or indictment, or convicted, of a state or federal felony offense in the prior ten (10) years and such information or indictment has not been dismissed or the conviction has not been expunged, whether such event occurred prior to our during the term of the lease. For purposes of this section, felony charges which result in a plea of *nolo contendere* shall be considered a conviction;
- (iii) the failure of the Owner to lease their Unit at a fair market rate within ninety (90) days of the issuance or renewal of the Leasing Permit; or,
- (iv) the failure of an Owner to pay any monetary obligation due to the Association for a period of at least ninety (90) days.

12.14.2.2 If current Leasing Permits have been issued for more than **five (5) Units**, no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits fall below **five (5)**. Owners who have been denied a Leasing Permit, other than for any of the

matters stated in subsection 12.14.2.1 herein above, shall automatically be placed on a waiting list for the Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued to fall below **five (5)**.

12.14.2.3 Each tenant and all occupants of the leased Unit are bound by and obligated to comply with the Condominium Documents and each Owner shall ensure that the tenant has received a copy of the Condominium Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Condominium Documents by the tenant.

12.14.2.4 Each lease shall set forth the name, address, and telephone number of the Unit's Owner and of the tenant; the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; a statement that the tenant and all occupants are obligated to comply with the Condominium Documents; and a description of all pets to be kept at the Unit.

12.14.2.5 Prior to a lease being signed for a Unit, the Owner shall notify the Board or the Association's managing agent of the lease and provide a copy of such lease and such additional information the Board and/or the Association's Managing Agent may reasonably require. The Owner or proposed tenant shall submit to the Board of Directors a current background check identifying all convictions or pending criminal charges against each tenant for the prior ten (10) years. The Board of Directors shall have up to ten (10) days from receipt of the lease and background check of each tenant to approve or disapprove the proposed lease based upon the following factors:

(i) The proposed tenant has been charged by information or indictment, or convicted, of a state or federal felony offense in the prior ten (10) years and such information or indictment has not been dismissed or the conviction has not been expunged. For purposes of this section, felony charges which result in a plea of *nolo contendere* shall be considered a conviction;

(ii) The Owner is in arrears with any monetary obligation owed to the Association; or

(iii) The maximum number of Leasing Permits having already been issued to Owners.

Any lease or occupancy that does not otherwise conform with the restrictions contained within the Community Association Declaration or the Condominium Documents of the Association, including, but not limited to, a minimum lease term or the availability of Leasing Permits, shall automatically be deemed disapproved whether or not the Board of Directors expressly disapproved the lease. Failure of the Board of Directors to approve or disapprove the proposed lease within the time provided herein shall cause the lease to automatically be deemed disapproved. No owner shall allow the occupancy of their Unit by the proposed tenant(s) if the lease has been disapproved, and such disapproved lease shall be considered to be in immediate breach by the Tenant.

12.14.2.6 No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in the Condominium Documents against the Owner, the tenant, occupant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association. In addition to all rights available at law and equity, the

Association shall also be entitled to enforce the terms of any lease for which the tenant(s) is in breach of any restriction contained in the Condominium Documents as the Owner's Agent, without assuming any liabilities or obligations of the Owner as a landlord under Chapter 83, Florida Statutes, as they may be amended from time to time, and the Association shall be entitled to apply for immediate eviction and removal of the tenant(s) with all costs and attorneys fees incurred by the Association in connection with such eviction be a charge against the Owner and shall be a lien on the Owner's Unit and collected in the manner of an assessment.

COPY

CERTIFICATE OF AMENDMENT
FOR
RIVERWOOD BY DEL WEBB MONTEREY CONDOMINIUM

THE UNDERSIGNED being the President and Secretary of Riverwood By Del Webb Monterey Condominium Association, Inc., a Florida not-for-profit corporation, do hereby certify that the Association obtained the approval of not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association at a meeting called for that purpose at which a quorum was present held on the 11th day of May, 2021.

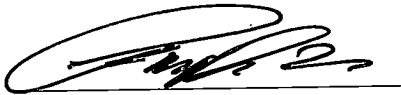
Dated this: 14th day of May, 2021.

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:

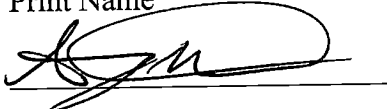
WITNESS

RIVERWOOD BY DEL WEBB
MONTEREY CONDOMINIUM
ASSOCIATION, INC.,
a Florida not-for-profit corporation



Charles W. Brown Jr.
Print Name

James Wright
By: James Wright
Its: President

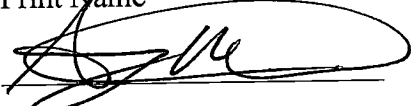


Angela Martin
Print Name



Charles W. Brown Jr.
Print Name

Jerry Brumback
Attest By: Jerry Brumback
Its: Secretary



Angela Martin
Print Name

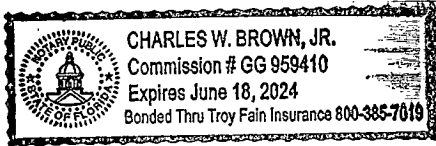
STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE foregoing instrument was sworn to, subscribed and acknowledged before me this 14th day of May, 2021, by James Wright, as President for Riverwood By Del Webb Monterey Home Condominium Association, Inc. on behalf of said company, and who is personally known to me or [] provided FL Drivers License as identification and did take an oath.



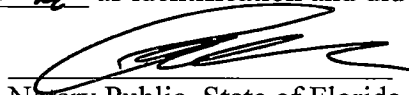
Notary Public, State of Florida

(seal)



STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE foregoing instrument was sworn to, subscribed and acknowledged before me this 14th day of May, 2021, by Jerry Brumback, as Secretary for Riverwood By Del Webb Monterey Home Condominium Association, Inc. on behalf of said company, and who [] is personally known to me or [] provided FL Drivers License as identification and did take an oath.



Notary Public, State of Florida

(seal)

