

Document prepared by:
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**FIRST AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR KELLY POINTE**

THIS FIRST AMENDMENT to the Amended Declaration of Covenants and Restrictions for Kelly Pointe ("Declaration") is made this 29 day of August, 2023 by Kelly Pointe Homeowners Association, Inc. (the "Association").

WHEREAS, the Declaration was recorded on March 31, 2016, in the Official Records of St. Johns County, Florida at Book 4170, Page 251;

WHEREAS, the Association desires to amend the Declaration, and this First Amendment is made pursuant to Section 11.6 of the Declaration and by a two-thirds (2/3) approving vote of all Owners present and by properly executed proxies presented at a properly noticed Association meeting where a quorum of the membership is present.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 6.2(c). **Capital Contribution Assessment.** Upon transfer of title to a Lot after the recording of this amendment, a capital contribution is due in the amount equal to ~~one-sixth (1/6)~~ of two times (2x) the annual per Lot assessment levied by the Association pursuant to Section 6.2. This amount shall be in addition to, not in lieu of, the annual assessments levied by the Association on the Owner of the Lot. This amount shall be deposited into the purchase and sales, escrow and disbursed therefrom to the Association at the closing of the purchase of the Lot / Residential Dwelling Unit by such purchaser. Conveyance between spouses; conveyance to a trust in which the grantor is the trustee or a partnership, corporation or other entity so long as such entity is and remains wholly owned by the Owner or by such Owner and the Owner's spouse and/or children or is created for their benefit; conveyance of a Lot / Residential Dwelling Unit by an Owner or such Owner's estate to the Owner's spouse and / or children; and conveyance by the estate of an Owner to a family member shall be exempt from payment of the Capital Contribution.

2. Section 8.2 **Leasing, Rent Demand and Eviction.** For purposes of this Declaration, "leasing" is defined as regular, exclusive occupancy of a Residential Dwelling Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit. All leases for Residential Dwelling Units shall (i) be in writing, (ii) have a term of at least seven months, (iii) lease the Residential Dwelling Unit in its entirety (e.g. separate rooms within the same Residential Dwelling Unit may not be separately leased), and (iv) include a provision by which the lessee agrees to be bound by the terms and conditions of this Declaration and any rules

and regulations of the Association; (v) provide in the lease that all exterior yard maintenance, including but not limited to, lawn cutting, edging and blowing, and also pruning and maintenance of shrubs, bug and pest control, and annual maintenance of the landscape beds of the Lots, shall be required of all tenants while renting a Residential Dwelling Unit and shall be performed by a landscaping company during the tenancy, the cost of which can be included in the lease, with a copy of the landscaping contract provided to the Association annually for review; (vi) provide for the cost of irrigation of the Lot in the lease; (vii) require that a copy of the lease, and each lease renewal, be provided to the Association within ten (10) days of leasing the Residential Dwelling Unit; and (viii) require that the Owners provide the Association with the Owners' new mailing address within thirty (30) days of renting the Residential Dwelling Unit. Any Owner leasing its Residential Dwelling Unit shall remain responsible for the terms and conditions of this Declaration and any rules and regulations of the Association. The Owner shall provide a copy of this Declaration, the by-laws, the Architectural Criteria and all other governing documents to the lessee. Pursuant to Florida Statute 720.3085(8), the Association has the authority to obtain rents from any tenant if the Owner / landlord is delinquent in any monetary obligations due to the Association. If the tenant fails to comply with the Association's demand, pursuant to Florida Statute 720.3085(8), the Association shall be authorized to file a notice of eviction and an eviction action against the tenant under Florida Statutes ss. 83.59-83.625.

3. All defined terms shall be as stated in the Amended Declaration of Covenants and Restrictions for Kelly Pointe, unless otherwise stated herein.

4. The remaining provisions of the Amended Declaration of Covenants and Restrictions for Kelly Pointe shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Association has caused this First Amendment to be executed by its duly authorized officers and affixed its corporate seal as of this 29 day of August, 2023.

Signed, sealed and delivered in the presence of:

Witness: William L. Vaughan

Print name: WILLIAM L. VAUGHAN

Witness: Michael O'Connor

Print name: Michael O'Connor

KELLY POINTE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: Mark Godby
Mark Godby, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29 day of August, 2023, by Mark Godby, as President of Kelly Pointe Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: *(Notary must check applicable box).*

- is/are personally known to me.
- produced a current driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Matthew Ciupak
SIGNATURE OF NOTARY

Matthew Ciupak
Name of Notary *(Typed, Printed or Stamped)*

