

AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR FREEDOM AT ARBOR MILL

THIS AMENDMENT TO THE DECLARATION originally made by the Freedom at Arbor Mill Homeowners Association, Inc., a Florida corporation not-for-profit and thereafter amended by the lot owners hereinafter collectively referred to as "the Association" and on the date set forth below.

RECITALS:

WHEREAS, that certain Declaration of Covenants and Restrictions for the Freedom at Arbor Mill Homeowners Association, Inc. a Florida corporation not for profit was recorded August 21, 2017 in the Official Records at Book 18095, Page 2417, et seq., in the current public records in and for Duval County, Florida, (hereafter known as "the Declaration")

WHEREAS, there is presently a need to amend the Declaration and the Amendment has been approved by an affirmative vote of the membership as is required.

DECLARATION

NOW THEREFORE in consideration of the respective agreements and understandings, the Freedom at Arbor Mill Homeowners Association, Inc. a Florida corporation not-for-profit, having duly noticed its members and voted hereupon in accordance with the provisions of the Declaration of Covenants and Restrictions, therefore do and in accordance therewith, hereby amend said Declaration.

AND FURTHER, the Association hereby declares that the property held herein shall be held, sold and conveyed subject to this Amendment as if part of the original Declaration, including all covenants and restrictions therein for the purpose of protecting the value and desirability of the property held and which shall run with the title to the property and shall be binding upon all parties having any right, title or interest in the property or any part hereof and their respective heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, including the Association, by the amendment as follows:

Article XIII, Section 4 is hereby amended as follows:

Section 4. Leases. No Home, or portion thereof, may be rented for a period of less than six (6) calendar months. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable Rules and Regulations or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's Tenant for compliance with the Subdivision Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the Tenant. Every lease

shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a Tenant, Owner shall: (a) notify the Association in writing with the name of the Tenant and all of Tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect and Owner shall be in violation of this Declaration.

Except as amended herein, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the undersigned, being a member of the duly elected officers and Board of Directors of the Freedom at Arbor Mill Homeowners Association, Inc. herein, does hereby execute this instrument in its name this 26<sup>th</sup> day of October 2023.

Signed, sealed and delivered for Freedom at Arbor Mill Homeowners Association, Inc in the presence of:

[Signature]  
Witness  
Print: TRACY EANS

[Signature]  
Frank DiNucci, President

[Signature]  
Witness

[Signature]  
Tammy Megowan, Secretary

Print: TS DRUMPLER

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2023, by Frank DiNucci, the President of the Freedom at Arbor Mill Homeowners Association, Inc. a Florida corporation not-for-profit, on behalf of the corporation who is personally known to me or provided \_\_\_\_\_ as identification and Tammy Megowan, Secretary, who is personally known to me or provided \_\_\_\_\_ as identification.

[Signature]  
Notary Public:  
My Commission Expires: 02/25/2026

