

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

G. TODD COTTRILL  
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**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF MARINA SAN PABLO, A CONDOMINIUM**

This **FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF MARINA SAN PABLO, A CONDOMINIUM**, is made effective the 16<sup>th</sup> day of APRIL, 2009 by **MARINA SAN PABLO CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association").

**RECITALS:**

A. The Declaration of Condominium of Marina San Pablo, a Condominium, is recorded in Official Records Book 13599 at page 1786, of the current public records of Duval County, Florida (the "Declaration").

B. Pursuant to Articles XVI of the Declaration, this First Amendment has been approved at a duly called meeting of the Members of the Association by Unit Owners owning not less than eighty percent (80%) of the Voting Interests in the Condominium.

**NOW THEREFORE**, the Association hereby amends the Declaration as follows:

1. All defined terms contained herein shall have the same meanings as such terms are defined by the Declaration.

2. The Declaration is hereby amended to amend and restate Section 12.2 in its entirety and to add Section 12.3 as follows:

12.2 Leasing of Individual Units. Unit Owners may lease Units to tenants upon the terms and conditions determined by such Unit Owner; provided however, all leases, subleases and other such assignments of a Unit shall be approved by the Board (as provided in Section 12.3 below) and shall be subject to the following provisions:

12.2.1 Occupancy. A leased Unit may only be occupied by the tenants who have signed an approved lease (the "Tenants") and their immediate family members (together with the Tenants, the approved "Occupants"). The maximum number of Occupants in any leased Unit shall be one Occupant for every Unit bedroom plus one additional Occupant. By way of example, for a three bedroom Unit, the maximum number of Occupants shall be four.

12.2.2 Unit Owner Responsibility. The Unit Owner shall cause all Occupants of his or her Unit to comply with the Condominium and Master Association Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, their guests and invitees. The Unit Owner shall deliver a copy of the Declaration, Bylaws and Rules and Regulations of the Condominium Association and Master Association to the Tenants. Each Unit Owner shall be jointly and severally liable with their Tenants, for any damages incurred by or costs expended by the Association related to any damage to the Common Elements of the Condominium or Common Area of the Master Association resulting from acts or omissions by the leased Unit's Occupants, their guests or invitees.

12.2.3 No Fractional Leasing/Subleasing. Units may be leased only in their entirety. No fraction or portion of any Unit may be leased without the Board's prior written approval. No Tenant may sublease any Unit or assign the lease of any Unit without prior written approval by the Board which may be withheld, delayed or conditioned in the Board's sole discretion.

12.2.4 Term. No Unit may be leased for a term of less than seven (7) months.

12.2.5 Executed Lease. The Unit Owner shall provide the Association with a copy of the fully executed approved lease no later than three (3) days prior to the date the first Occupants move into the Unit.

12.2.6 Continuing Liability. The liability of the Unit Owner under the Condominium and Master Declarations shall continue, notwithstanding the fact that the Unit Owner may have leased, rented or sublet their interest in the Unit.

12.2.7 Criminal History. No Unit Owner may lease their Unit to any person who has been convicted, or pleaded no contest to any violent crime, sexual offense, crime related to cruelty to animals, possession of stolen property, property damage, burglary, theft, terrorism or other related offenses. The Board shall require all Unit Owners to provide a criminal background check of all proposed adult Occupants (unless a sufficient criminal background check is provided by the Unit Owner).

12.3 Board Review. No Unit may be leased, subleased or similarly assigned without the Board's approval of the proposed Occupants and terms and the conditions of the lease. The Board shall approve or disapprove the proposed lease and Occupants within five (5) days after receiving the written application and Occupant background check (in form acceptable to the Board), from the Unit Owner. The Association may charge a fee for such review equal to Fifty and No/100 Dollars (\$50) per adult Occupant of the leased Unit.

12.3.1 Approval of Occupants. The Board shall approve the proposed Occupants of a leased Unit if the proposed Occupants do not violate the requirements of Sections 12.2.1 and 12.2.7 above.

12.3.2 Approval of Lease Terms and Conditions. All leases shall be in writing and in the form approved by the Board prior to the effective date of the lease. The Board shall approve or disapprove the form of all Unit leases based on the criteria set forth in Sections 12.2 and 12.3. The Board may enact a standard form lease which shall be deemed acceptable for use by Unit Owners. Notwithstanding the fact that the Board may enact a standard form lease, each Unit Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the Tenant (and all other Occupants), by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the applicable lease:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. The Tenant, their guests and invitees shall comply with all provisions of the Condominium and Master Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other Tenants and guests of the leased Unit in order to ensure such compliance. If the Tenant, their guest or invitee, violates the Declaration, Bylaws, or a Rule or Regulation, notice of the violation shall be given to the Unit Owner and the Tenant, and a fine may be charged against the Unit in accordance with the applicable Condominium or Master Association governing document. Further, Tenants shall be liable to the Association for any damages caused to the Common Elements of the Condominium or Common Area of the Master Association. Any violation of the Condominium or Master Association Declaration, Bylaws, or Rules and Regulations by the Tenant, or any guest of Tenant, is deemed to be a default under the terms of the lease and authorizes Unit Owner to terminate the lease without liability and to evict the Tenant in accordance with Florida law. The Unit Owner hereby delegates and assigns to the Marina San Pablo Condominium Association, Inc. ("Association"), and the Marina San Pablo Master Association, Inc. ("Master Association"), acting through their respective Board of Directors, the power and authority of enforcement against the Tenant for breaches resulting from the violation of the Condominium or Master Association Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the Tenant as attorney-in-fact on behalf and for the benefit of the Unit Owner, in accordance with the terms hereof. Prior to eviction of a Tenant, the applicable Association shall give the Unit Owner five (5) days notice to allow the Unit Owner to secure compliance from the Tenant. If the Tenant does not cure the violation within such time period, the Board may commence eviction proceedings. If the applicable Association proceeds to evict the Tenant, the costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be billed to the Unit Owner and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

(ii) Use of Common Elements. The Unit Owner transfers and assigns to the Tenant, for the term of the lease, any and all rights and privileges that the Unit Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities. During the term of the lease, the Unit Owner may not use the Common Elements of the Condominium or Common Area of the Master Association except as a guest of another Unit Owner or to enforce the rights as landlord under this lease.

3. Except as otherwise amended hereby, the provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be duly executed as of the date and year first above written.

Signed, Sealed and Delivered in the presence of:

Thomas J. Schacht  
THOMAS J. SCHACHT  
(Print or Type Name)

Karen A. Shelly  
KAREN A. SHELLY  
(Print or Type Name)

MARINA SAN PABLO CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: John D. Rood  
Printed: JOHN D. ROOD  
Its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of April, 2009, by John D. Rood, as President of Marina San Pablo Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation and who is personally known to me.

Deborah M. Smith  
Print Name Deborah M. Smith  
NOTARY PUBLIC, State of Florida at Large  
Commission # DEBORAH M SMITH  
My Commission # DD 845149  
EXPIRES: December 22, 2012  
Bonded Thru Budget Notary Services