

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

THOMAS M. JENKS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
225 WATER STREET, SUITE 1750  
JACKSONVILLE, FL 32202

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
JACKSONVILLE GOLF & COUNTRY CLUB**

**(Single Family Lots)**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR JACKSONVILLE GOLF & COUNTRY CLUB** (the “Amendment”) is made effective \_\_\_\_\_, 2017 (the “Effective Date”), by **JGCC PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the “Association”).

**RECITALS:**

A. The Association desires to amend the Declaration of Covenants and Restrictions for Jacksonville Golf & Country Club, recorded in Official Records Book 6622, at page 2152, as amended by First Amendment to Declaration of Covenants and Restrictions for Jacksonville Golf & Country Club recorded in Official Records Book 6737, at page 1272, and as amended by Amendment to Jacksonville Golf and Country Club “JGCC” Master Declaration recorded in Official Records Book 11275, at page 975, all of the public records of Duval County, Florida (together, the “Original Declarations”).

B. Pursuant to Section 12.4 of the Original Declaration, the Original Declaration may be amended by a written amendment approved by the Owners two-thirds (2/3) of the Lots.

C. At a duly noticed meeting of the Association held on November 16, 2017, not less than two-thirds (2/3) of the Owners of the Lots approved this Amendment.

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

1. The Association confirms that the above-stated recitals are true and correct. Unless otherwise specifically defined in this Amendment, all capitalized terms contained in this Amendment shall have the same meanings as such terms are defined by the Original Declaration.

2. The second sentence of Section 8.1 of to the Original Declaration is hereby amended in its entirety as follows:

Subject to the provisions of Section 9.5 hereof, no Lot shall be used for any commercial or business purpose whatsoever, including without limitation, no Lot shall be used for the operation of a rooming house, hostel, hotel, bed and breakfast, any internet based short term

rental program such as AirBNB, VRBO or HomeAway, or any similar business or activity involving rentals of Lots for periods of less than seven (7) months.

3. A new Section 9.5 is hereby added to the Original Declaration as follows:

Section 9.5 **Rental Restrictions.**

9.5.1 No Lot may be leased by any Owner, or any Owner's agent, tenant or other person having any interest in such Lot, to any party for a term which is less than seven (7) months. Any extension of the term of any lease shall be for a period of not less than thirty (30) days. Any permitted sublease or assignment of a lease from an existing tenant to another tenant shall have a minimum term of seven (7) months. For purposes of this subsection 9.5.1: (i) the term "Lot" means and includes all or any part of a Lot or any dwelling unit located thereon, (ii) the term "lease" or "leased" means and includes any arrangement for the use or occupancy of a Lot for a charge or other remuneration by or through a lease, license or other similar agreement, whether oral or written, including without limitation, any house swapping arrangement, and (iii) renewal rights shall not be included in the determination of the term of a lease. Not less than the entire residence located on any Lot may be leased, and no time share units or vacation plans, as defined in Chapter 721, Florida Statutes, or otherwise, may be created or operated on any Lot. All leases shall be in writing and shall state the term thereof (a "Lease Document"), and the Association shall have the right, upon request, to inspect any Lease Document from time to time in order to verify that such document conforms to the requirements of this subsection 9.5.1. Each Owner shall provide a copy of each applicable Lease Document to the Association not less than five (5) business days prior to the commencement date for such lease. Upon violation of any provision of this subsection 9.5.1, the Association may impose a fine against an Owner, or any tenant, guest or invitee of such Owner, for each day such violation continues, up to the maximum aggregate fine determined by the Association's Board of Directors from time to time, which in no event shall exceed Five Thousand and No/100 Dollars (\$5,000.00). Fines imposed pursuant to this subsection 9.5.1 shall not be limited by the provisions of subsection 12.9.5 of the Original Declaration. The Association shall be entitled to a lien upon such Lot with respect to any such fine, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to Article IV of the Declaration of Assessments Covenants for Jacksonville Golf and Country Club (the "Assessment Covenants") recorded in Official Records Book 6622, at page 2119, of the public records of Duval County, Florida, and Chapter 720, Florida Statutes, as the same may be amended from time to time. The foregoing provisions shall not preclude, limit or impair the rights of any party to enforce these covenants under Section 12.1 hereof, or to pursue any other remedies available at law or in equity.

9.5.2 All lessees and all other occupants of any Lot shall be subject to all terms and provisions of this Declaration and all of the other governing documents of the Association, to the same degree as all Owners. Each Owner agrees to cause his or her lessee, and all other occupants if any Lot, to comply with the provisions of this Declaration and all other governing documents of the Association. Each Owner shall be responsible and liable for all violations, damages or losses caused by such lessees or occupants, notwithstanding the fact that all such lessees and occupants shall also be fully and personally liable to the Association for any such violations, damages or losses. In the event that any lessee or occupant of any Lot shall violate any provision of this Declaration or the Association's other governing documents, the Association's Board of Directors shall have the right and authority to bring

legal proceedings against such persons to recover damages, seek injunctive relief, or for any other remedy available at law or in equity. Each Owner shall be jointly and severally liable with such Owner's lessee or other occupants of the Owner's Lot to the Association for any amount (as determined in the sole and reasonable discretion of the Association), required to enable the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of such lessee or occupant. The Association shall be entitled to a lien upon each applicable Lot with respect to any sums due to the Association pursuant to this subsection 9.5.2, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to the Assessment Covenants and Chapter 720, Florida Statutes, as the same may be amended from time to time.

4. Except as specifically amended hereby, the Declaration shall remain in full force and effect.

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

Signed, sealed and delivered  
in the presence of:

**JGCC PROPERTY OWNERS ASSOCIATION,  
INC.**, a Florida non-profit corporation

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
President

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Secretary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA            )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as President, and by \_\_\_\_\_, as Secretary, of **JGCC PROPERTY OWNERS ASSOCIATION, INC.** a Florida non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Name Printed: \_\_\_\_\_  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
He/she is [check one]:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
Type of Identification Produced  
\_\_\_\_\_