

Prepared by and Return To:
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SOUTHWOOD, ARTICLES OF INCORPORATION AND
BYLAWS
OF
SOUTHWOOD OWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Southwood Owners Association, Inc. has been duly recorded in the Public Records of St. Johns County, Florida (the "Public Records"), in Official Record Book 1276 at Page 976; and

WHEREAS, at a duly noticed meeting of the membership held on August 28, 2025, the required membership approval and Board of Directors approval was obtained for this Amendment to the Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws; and

WHEREAS, in the event that any word(s) were left out, misspelled or altered in the re-typing of the original document portion of this Amendment, the original version of the document shall control; and

WHEREAS, this Certificate of Amendment and the Amendment to the Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws shall be filed in the Public Records of St. Johns County, Florida.

NOW, THEREFORE, the Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws shall be amended in the particulars as stated in the Amendment attached hereto; this Amendment shall run with the real property known as Southwood Owners Association, Inc. and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors, assigns, tenants, guests and visitors, and except as otherwise amended hereby, shall remain unchanged in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the Amendment attached to this Certificate have been approved by the vote(s) required by the Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws for Southwood Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned Officers have executed this Certificate of Amendment this 5 day of September, 2025.

SOUTHWOOD OWNERS ASSOCIATION, INC.

Officers:

Signature: [Signature]
Printed name: JAMES W. SKELTON
Title: Vice Pres
Date: 9/5/25

Signature: [Signature]
Printed name: Betsy Faulk
Title: Treasurer
Date: 09/05/2025

Witnesses:

Signature: [Signature]
Printed name: DOUGLAS KENNETH

Signature: [Signature]
Printed name: Alex Gmur

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 5 day of September, 2025 by James Skelton & Betsy Faulk who is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires:

 **DURINDA K. CONNER**
Commission # HH 228115
Expires May 1, 2026

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF SOUTHWOOD OWNERS ASSOCIATION, INC.

As used herein the following shall apply:

- A. Words underlined denote additions to the present text.**
 - B. Words ~~stricken~~ denote deletions from the present text.**
 - C. Words underlined in original area are shown in bold font in the present text.**
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Article III of the Declaration, entitled Use Restrictions, shall be amended as follows:

3.1 Residential Use. Each Lot shall be used for single family residential purposes only in accordance with the applicable PUD Resolution, and no foster care homes, day care homes or community residential homes are permitted. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot, except that a "home office" may be maintained within each Unit, provided that: (i) no work or service is conducted on the Lot that can be seen or heard outside of the Unit; and (ii) such trade, business, commercial activity or profession does not cause an increase in traffic to and from the Lot. The letting, renting, or leasing of Units for non-transient residential purposes shall not constitute a trade or business. No lease shall be for a term of less than six (6) months, unless approved by the Board of Directors of the Association. Subleasing of a unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any unit. The intention is that only entire units may be rented. It is not the intention of this clause to prohibit owners from having a roommate; in such situations, however, a lease naming both parties must be executed and filed as any other lease would be. Short-term rentals which may require a business tax receipt, license and resort tax account are strictly prohibited. Further, the use of Airbnb and other similar types of transient rental services, or any licensing for such, are strictly prohibited so that no unit may be posted for lease with any short-term or vacation rental leasing service. All leasing provisions shall apply to any type of occupancy for which consideration has been paid including but not limited to occupancy pursuant to a license. The owner or lessee must notify the Board of Directors if any occupant is residing in the unit for more than twenty-eight (28) days in a six (6) month period.

Article III of the Declaration, entitled Use Restrictions, shall be amended as follows:

3.10 Purchase, Leasing, and Occupancy Restrictions ~~Occupancy and Leasing Restrictions~~. Each of the Units shall be occupied only by the Owner or lessee of a Unit, members of their family, ~~their servants~~ and nonpaying social guests. Entire Units may be rented provided the occupancy is only by the lessee and the members of their family, ~~servants~~ and nonpaying social guests. The Owner ~~is will be jointly and severally liable with the tenant~~ to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury

or damage to common property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. ~~No rooms may be rented and no transients may be accommodated in a Unit. Approved roommates are allowed. The total number of occupants of a leased unit is limited to two (2) persons per bedroom. The number of vehicles cannot exceed the number of vehicles that can be accommodated at all times in the unit garage and/or driveway. The owner is responsible for and liable for confirming that no prohibited pets will be in the unit or on the lot. No more than two (2) rentals are allowed per year per unit in a twelve (12) month period. There will be a rental cap of no more than ten percent (10%) in the community. The minimum term of the lease allowed is no less than six (6) months. Owners must notify the Association upon renting their unit and submit a copy of the executed lease agreement. No subleasing or assignment of lease rights by the lessee is allowed. The Board may charge Capital Contributions on new purchases in the amount of three (3) months of the current assessments, which will be designated to be deposited in the reserves. The Board can determine the amount of Capital Contributions from time to time.~~

Article VI of the Declaration, entitled Covenants for Assessments, is hereby amended by adding a new subsection, which shall read as follows:

6.9 Remedies of the Association.

(c) Rent demand. If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the parcel.

1. The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the homeowners' association and continue doing so until the Association notifies you otherwise.

Payment due the homeowners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address), payable to (name).

Your obligation to pay your rent to the Association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the Association written proof of your payment within fourteen (14) days after receiving this notice and your obligation to pay rent to the Association would then begin with the next rental period.

Pursuant to section 720.3085(8), Florida Statutes, your payment of rent to the Association gives you complete immunity from any claim for the rent by your landlord.

Article IX of the Declaration, entitled Operation and Extension, is hereby amended by adding a new subsection, which shall read as follows:

9.3 Enforcement.

(f) **Eviction of Unit Tenants and Occupants.** The Association possesses all rights and remedies of the unit owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Association Documents and Rules and Regulations, as amended from time to time. The Board has the right to initiate eviction proceedings after the tenant and the owner first receive written notice of the violation per the Board of Directors Policy. If tenants and/or permanent occupants shall be in non-compliance with any of the Association Documents and Rules and Regulations, the following may occur: Such a non-compliance shall be a breach of the Association Documents and therefore a breach of the lease. The Association on behalf of the unit owner may terminate the lease, and re-enter and re-take possession of the unit for and on behalf of the unit owner, after providing the notices required by Chapter 83 of the Florida Statutes. The Association has the right to serve such notices, terminate the lease and seek possession of the unit for and on behalf of the unit owner, upon the expiration of ten (10) days after the Association mails notice of such intent to the unit owner. The Association then has the right to institute eviction proceedings in Court against the tenants or occupants as agent for and on behalf of the unit owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Article without any liability to the unit owner, tenants or Occupants (including, but not limited to, the loss of rent to the Owner and loss of possession by the tenants/permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The unit owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter. The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under subsection 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of chapter 83 if the tenant fails to pay a monetary obligation.

Article IX of the Declaration, entitled Operation and Extension, is hereby amended as follows:

9.5 Amendment.

~~(a) **Declarant.** The Declarant reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, intuitional First Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration or the other Governing Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Governing Documents or the Plat; or (iii) to comply with the requirements of Law or any governmental permit or approval applicable to the Property.~~

~~(a)-(b) **Owners.** Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the~~

~~affirmative vote formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than a simple majority of the entitled voting members at a meeting where a quorum is present, voting in person or by proxy sixty-seven percent (67%) of all Owners. Quorum is thirty percent (30%) of the entitled members in person or proxy.~~ No amendment shall be effective until recorded but the Association's proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

AMENDMENT TO THE ARTICLES OF INCORPORATION OF SOUTHWOOD OWNERS ASSOCIATION, INC.

As used herein the following shall apply:

D. Words underlined denote additions to the present text.

E. Words ~~stricken~~ denote deletions from the present text.

F. Words underlined in original area are shown in bold font in the present text.

Article X of the Articles of Incorporation, entitled Amendments, shall be amended as follows:

Section 2. **Other Amendments.** Other amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of ~~two thirds (2/3) of each class of members, and the written approval of Declarant for so long as Declarant owns and holds any Lot for sale in the ordinary course of business, and for so long as there is a Class B membership the approval of the Federal Housing Authority or Veterans Administration, provided that either organization has insured or guaranteed mortgage loans for Lots within the Property.~~ a simple majority of the entitled voting members at a duly noticed meeting where a quorum is present. The quorum shall be thirty percent (30%) of entitled voting members being present, either in person or by proxy, at a duly noticed meeting.

Article XII of the Articles of Incorporation, entitled Voting Requirements, shall be amended as follows:

Section 4. **Notice, Proxies, and Quorum Requirements.** Written notice of all meetings of the membership must be given to all Owners not less than fourteen (14) ~~15~~ days nor more than ~~sixty (60)~~ 45 days in advance of such meeting. ~~The presence of members or proxies entitled to cast at least one third (1/3) of the votes of each class, if such action must be approved by both classes, or of the Class A members, if such action must be approved only by class A members, shall constitute a quorum. The quorum shall be thirty percent (30%) of entitled voting members being present, either in person or by proxy, at a duly noticed meeting.~~ If the required quorum is not forthcoming, the Board of Directors ~~members~~ present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. Proxies must be registered with the Secretary of the Association prior to members meetings or as required in the Notice of the Meeting. No Owner may hold more than five (5) proxies.

AMENDMENT TO THE BYLAWS OF SOUTHWOOD OWNERS ASSOCIATION, INC.

As used herein the following shall apply:

G. Words underlined denote additions to the present text.

H. Words ~~stricken~~ denote deletions from the present text.

I. Words underlined in original area are shown in bold font in the present text.

Article I of the Bylaws, entitled **General**, shall be amended as follows:

Section 6. **Amendment.** These By-Laws may be altered, amended, or rescinded by a simple majority of the entitled voting members at a duly noticed meeting where a quorum is present. The quorum shall be thirty percent (30%) of voting members being present, either in person or by proxy. ~~in the manner set forth in Article IX of the Articles of Incorporation.~~

Article II of the Bylaws, entitled **Member's Meetings**, shall be amended as follows:

Section 12. **Voting Requirements.** Every act and decision done or made by a simple majority of the members present at a meeting duly called at which a quorum is present is the act of the membership, except where higher voting requirements are established by applicable provisions of the Articles or Declaration. The quorum shall be thirty percent (30%) of voting members being present, either in person or by proxy. Directors and members are counted as present in attendance when attending in person, by telephone, or Zoom or similar platforms.