

This instrument prepared by/return to:
McCabe | Ronsman
James Roche, Esq.
110 Solana Rd., Suite 102
Ponte Vedra Beach, FL 32082

**CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ARBOR MILL AT MILL CREEK**

THIS AMENDMENT to the Declaration of Covenants and Restrictions for Arbor Mill at Mill Creek, recorded on June 4, 2015, in Book 4037, Page 1418, et seq., of the Official Records of St. Johns County, Florida (“Declaration”), is made by the undersigned Officers of Arbor Mill at Mill Creek Homeowners Association, Inc. (“Association”), who certify that this amendment was approved by the affirmative vote of at least two-thirds of the total votes of the Association per Section 12.5 of the Declaration. Unless the changes are so extensive that the following procedure would hinder, rather than assist, the understanding of the proposed amendment, new words are indicated by underline, and words to be deleted are lined through with hyphens (i.e., ~~striketrough~~). Except as amended herein, the remaining provisions of the Declaration remain valid and effective.

AMENDMENTS TO DECLARATION

Sections 10.22 and 10.23 of Article X are hereby added to the Declaration. Substantial rewording. See governing documents for current text.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

...

Section 10.22 **Leasing of Lots**. Lots within the Property shall not be leased or rented for periods of fewer than six (6) consecutive calendar months. In addition, and without limiting the foregoing, Lots within the Property shall not be leased or rented more than three (3) times in a calendar year. Lots and improvements thereon shall only be leased or rented in their entirety; no portions of Lots, including without limitation rooms within or portions of any dwellings or other improvements constructed on Lots, shall be leased separately from the entirety of the Lot and improvements thereon. When a Lot is (permissibly) leased or rented, the tenants and Lot occupants shall have the right to use the Common Area (subject to the Association’s right to impose suspensions when permitted by the governing documents or law), and the Owner(s) shall not have the right to use the Common Area while the Lot is (permissibly) leased or rented, except portions of the Common Area necessary for the Owner(s) to access the Lot.

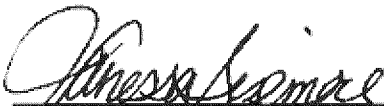
Section 10.23 **Occupancy of Lots**. Lots shall only be occupied by Owners or permitted lessees, members of their family, and genuine social guests without consideration. Timeshare interests or estates, fractional ownership arrangements, interval exchanges or exchange programs, membership plans, and any other arrangement in which a person acquires a fractional ownership interest in a Lot, or a beneficial interest in a non-natural person (which includes, but is not limited to, a corporation, limited liability company, partnership, or trust) who owns a Lot, with associated rights of periodic use and occupancy or in which a person acquires contract rights to periodic use


and occupancy of a Lot are prohibited. All Owners who are non-natural persons (including without limitation, corporations, limited liability companies, partnerships, and trustee(s) of Lots held in trust), and the Owners of Lots owned by more than one natural person who are not part of a single family, must designate one primary occupant of the Lot, who must be a natural person, in writing to the Association before any Lot owned by a non-natural person or by more than one natural person who are not part of a single family may be occupied and as a continuing condition of occupancy of a Lot. After a primary occupant has been designated in writing to the Association, the Lot may exclusively be occupied by the designated primary occupant and his or her family, and provided that no consideration is exchanged, on a temporary basis by his or her genuine social guests. Owners who are non-natural persons or who are not part of a single family may not designate a different primary occupant of a Lot within six (6) consecutive months of the preceding designation of a primary occupant of a Lot. Similarly, Owners who are non-natural persons or who are not part of a single family may not permit a Lot to be occupied by anyone other than the designated primary occupant and his or her family, and provided that no consideration is exchanged, on a temporary basis by his or her genuine social guests, for a period of six (6) consecutive months after it has (or they have) designated a primary occupant in writing to the Association. Non-natural Owners and the Owners of Lots owned by more than one natural person who are not part of a single family may designate a different primary occupant of a Lot after six (6) consecutive months have expired since the Owner last designated a primary occupant of a Lot in writing to the Association.

IN WITNESS WHEREOF, the undersigned Officers of the Association have executed this Amendment on the dates written below.

WITNESSES:

ARBOR MILL AT MILL CREEK
HOMEOWNERS ASSOCIATION, INC.


Signature of Witness 1


Signed

VANESSA SIZEMORE
Printed Name of Witness 1

Eva Greene
Printed
As President

Address: 4260 WINDWALKER DR.
ST. AUGUSTINE, FL
32092

Address: c/o Priority Community
Management LLC
225 Land Grant St., Ste. 5
St. Augustine, FL 32092

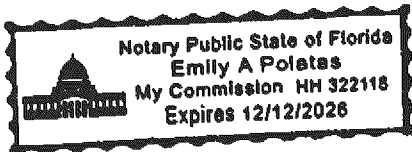

Signature of Witness 2

HELEN CLARE MCCRONE
Printed Name of Witness 2

Address: 256 Athens Dr.
32092

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of October, 20 , by Eva Greene, as President of Arbor Mill at Mill Creek Homeowners Association, Inc., on behalf of the corporation.



Emily A Polatas

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced: _____.