

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

**CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF CONDOMINIUM FOR TIDELANDS, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of Condominium, recorded on September 7, 2005 at Book 1313, Pages 1311, et seq., of the Official Records of Flagler County, Florida (“Declaration”) is made by the undersigned Officers of Tidelands Condominium Association, Inc. (“Association”) who certify that this amendment was approved by at least eighty percent (80%) of the Unit Owners per Section 28.8 of the Declaration.

AMENDMENT TO DECLARATION

(additions indicated by underline; deletions indicated by ~~strikethrough~~)

18. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium.

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18.1 Single Family Use. The Units shall be used for single-family residences only (with the exception of Developer, for so long as Developer owns any Units or Other Units or any portion of the Land). ~~This provision shall not prohibit renting the Unit on a long-term or short-term basis.~~ No trade, business, profession or any other type of commercial activity shall be carried on in the Units, other than use of a Unit as a model or sales office (and related uses) by Developer; provided, however, a Unit Owner may use a room within a Unit as an office for conducting personal business if such personal business does not require contact in person at the Unit with customers or clientele of the Unit Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit. Any such personal office use shall not be deemed a commercial activity in violation of this Section. Such personal business use must, nonetheless, comply with any applicable governmental regulation.

...

18.5 Leasing of Units, Garage Bays and Storage Units. A Unit Owner may lease his or her Unit, garage bay and/or storage unit ~~on such terms and conditions as such Unit Owner may determine, provided that the~~ in accordance with the Condominium Documents. All lessees shall be bound by all terms and conditions of the Condominium Documents. Units must be leased for at least thirty (30) consecutive calendar days, and no Unit Owner may permit his or her Unit to be leased for a shorter duration of time unless expressly permitted by this Section. If a tenant vacates the Unit prior to the expiration of the minimum thirty (30) consecutive calendar day period, the

Unit may not be leased to another tenant until thirty (30) consecutive calendar days after the date of commencement of the previous lease have expired. Notwithstanding, Unit Owners who: (i) have been leasing their Units for periods of fewer than thirty (30) consecutive calendar days within the ninety (90) calendar day period preceding the recording of this amendment; (ii) affirmatively vote to approve this amendment establishing the minimum lease term herein; and (iii) complete and return a form provided by the Association stating that the Owner has been renting his or her Unit for periods of fewer than thirty (30) days within the ninety (90) calendar day period preceding the recording of this amendment, which must be received by the Association within forty-five (45) calendar days following the recording of this amendment, shall continue to have the right to lease or rent their Units for periods of fewer than thirty (30) consecutive calendar days until the Unit is transferred to a third party. Additionally, this amendment shall not apply to Unit Owners who do not approve the proposed amendment establishing the minimum lease term herein, but it shall apply to Unit Owners who acquire title to a Unit after the recording of this amendment regardless of whether the previous owner of the Unit approved this amendment. For the purposes of this Section, "transferred to a third party" includes, but is not limited to, the sale or other transfer of a majority of the shares, membership interests, equitable interests, or other beneficial interests of any nature of a Unit Owner who is a non-natural person, such as a limited liability company, corporation, or trustee of a trust. However, "transferred to a third party" shall not include the transfer of a Unit to a trustee of a trust or to a non-natural person for bona fide estate planning purposes if the Owners of the Unit at the time this amendment was recorded retain a majority of the shares, membership interests, equitable interests, or other beneficial interests in the trust or non-natural entity following the transfer. Notwithstanding anything to the contrary herein, a garage contained within the boundaries of a Unit shall not be separated in any way, by sale, lease, assignment, conveyance or otherwise, from the Unit in which the garage is a part.

[remaining parts of Section 18.5 remain unchanged]

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

Witnesses

Rosemary Zattiere
Signature of Witness 1

Rosemary Zattiere
Printed

Dreana Briggle
Signature of Witness 2

Dreana Briggle
Printed

Tidelands Condominium Association, Inc.

Robert M. Schuch
President

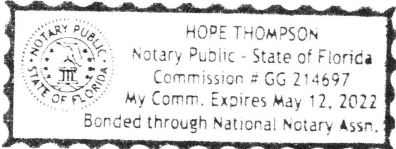
Robert M. Schuch
Printed

Mark P. Bialkowski for SECRETARY
Secretary

Mark P. Bialkowski - 1st VICE-PRESIDENT
Printed

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of Feb, 2020, by Robert Schuch as President, and mark Borkoski, as Secretary, of Tidelands Condominium Association, Inc., on behalf of the corporation.



Hope Thompson

(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: _____