

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
1 INDEPENDENT DRIVE, SUITE 2300
JACKSONVILLE, FLORIDA 32202

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SEASIDE VISTA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SEASIDE VISTA ("Second Amendment") is made effective December 8th, 2022, by **SEASIDE VISTA HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "**Association**").

RECITALS:

A. IGS Diamond S, Inc., a Florida corporation (the "**Developer**") has previously executed and recorded the Declaration of Covenants, Conditions, Easements and Restrictions for Seaside Vista in Official Records Book 5347, at Page 1048, as amended by Amendment and Supplemental Declaration of Covenants, Restrictions, Easements and Limitations for Seaside Vista recorded in Official Records Book 5575, at Page 1021, of the public records of St. Johns County, Florida (together "**the Declaration**").

B. The Association desires to amend the Declaration as more particularly described below, and pursuant to section 12.01 of the Declaration, this Second Amendment has been approved by the holders of at least a simple majority of the votes in the Association, as evidenced by the Consents and Joinders attached hereto and made a part hereof.

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

1. The Association confirms that the above stated recitals are true and correct. All capitalized terms contained in this Second Amendment shall have the same meanings as such terms are defined in the Declaration.

2. Section 9.19 of the Declaration is amended in its entirety as follows:

Section 9.19. Use; Rentals; Timesharing.

(a) Lots shall be used for single family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Dwelling, provided, however, that an Owner or lawful Tenant of a completed Dwelling may use a single room within the Dwelling as an office for conducting business as long as the business: (1) does not involve or require regular visitation of the Lot or dwelling by clients, customers, suppliers, service providers, or other business invitees, or door-to-door solicitation within the

Community; (II) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the Community; (iii) is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (iv) complies with applicable land use and zoning requirements; (v) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion; and (v) is not a daycare facility, child care facility, or assisted living/hospice facility. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling or Lot as a place of business. For purposes of this section, "(B)usiness" shall have its ordinary, customary, generally accepted meaning and shall include, without limitation, any occupation, work, trade, or activity undertaken from time to time or on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of monetary or nonmonetary consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit; or (C) a license is required. This section shall not apply to restrict Declarant's or Declarant's affiliates' activities or those a Builder, nor shall it restrict the activities of persons or entities Declarant approves with respect to the development and marketing/sale of property within the Community. This section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Leasing a Dwelling is not a "business" within the meaning of this section. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices, and other offices or uses, or any one or combination of the foregoing, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings or structures erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of Declarant and the ARC as provided herein.

(b) Owners shall be permitted to lease their Dwelling, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. From time to time, the Association may request a copy of any lease or rental agreement, for the Association's records. Dwellings shall be leased in their entirety, and no individual rooms may be leased.

(c) No time sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Dwellings shall be permitted. De facto timesharing of a Dwelling shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Dwelling by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Dwelling into different periods for use during the year.

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

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to Declaration of Covenants and Restrictions for Seaside Vista to be executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

**SEASIDE VISTA HOMEOWNERS ASSOCIATION,
INC.**, a Florida not for profit corporation

Louis P. Cowling
Louis P. Cowling
(Print Name)

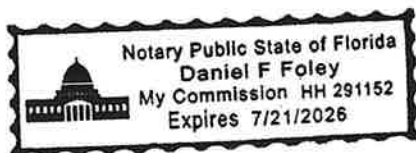
William Roberts
William Roberts
(Print Name)

By: Chad Sigman
Print Name: Chad Sigman

Title: President

STATE OF Florida)
)SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of December, 2022, by Chad Sigman, the President of **SEASIDE VISTA HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation.



Daniel Foley
(Print Name Daniel Foley)
NOTARY PUBLIC
State of Florida at Large
Commission # HH 291152
My Commission Expires:
☒ He/she is [check one]:
Personally Known ✓
OR Produced I.D. _____
Type of Identification Produced _____

WRITTEN CONSENT AND JOINDER TO SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

The undersigned hereby confirms that it is the owner in fee simple of _____ (7) of the twenty-six (26) Lots located within the Property, and hereby consents to and joins in the Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions to which this Consent and Joinder is attached.

Signed, sealed and delivered in the presence of:

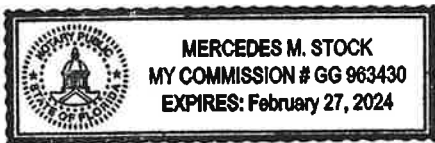
Louis P. Cowling
Print Name: Louis P. Cowling
Mercedes M. Stock
Print Name: Mercedes M. Stock

DREAM FINDER HOMES, LLC, a Florida limited liability company

By: [Signature]
Print Name: Robert E. Riva, Jr., Esq.
Title: VP. General Counsel

STATE OF FLORIDA)
)SS
COUNTY OF DAVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of December, 2022, by Robert E. Riva, Jr., Esq., the General Counsel + VP of **DREAM FINDER HOMES, LLC**, a Florida limited liability company, on behalf of the company.



Mercedes M. Stock
(Print Name Mercedes M. Stock)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # 89963430
My Commission Expires: 2/27/2024
He/she is [check one]:
Personally Known ☒
OR Produced I.D. ☐
Type of Identification Produced _____