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**FIRST AMENDMENT TO REVIVED**  
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS**  
**AND RESTRICTIONS FOR SECRET WOODS**

**THIS FIRST AMENDMENT TO THE REVIVED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SECRET WOODS** (the "First Amendment") is made this 28 day of June, 20 23, by SECRET WOODS HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose mailing address is 7431 Secret Woods Drive, Jacksonville, Florida 32216.

**WHEREAS**, that certain Declaration of Covenants, Conditions, Easements and Restrictions for Secret Woods was recorded in Official Records Book 5800, Page 750, in the Public Records of Duval County, Florida, as revived by that certain Declaration of Covenants, Conditions, Easements, and Restrictions recorded in Official Records Book 18667, Page 1626, in the Public Records of Duval County, Florida (collectively, the "Declaration");

**WHEREAS**, the Declaration subjected certain property located in Duval County, Florida, more particularly described below, to the terms and conditions of the Declaration:

SECRET WOODS, as recorded in Plat Book 39, Pages 39A,  
39B, 39C, and 39D, public records of Duval County, Florida.

**WHEREAS**, it is the desire of the Association to implement restrictions on the leasing of Lots; and

**WHEREAS**, pursuant to Article VIII, Section 2, of the Declaration, the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

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

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



2. The following is an entirely new covenant and restriction added to the Declaration as Article VI, Section 14 by this First Amendment:

Section 14. Leasing. For purposes of this First Amendment and the Declaration, "leasing" is defined as the exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit.

- a) All Owners of record as of the date of recording of this First Amendment shall be subject to the following leasing restrictions: (i) no Lot shall be rented for a term of less than six (6) months; and (ii) no Lot shall be rented more than three (3) times in a calendar year. These leasing restrictions shall be effective immediately upon recording this First Amendment.
- b) All Owners who acquire title subsequent to the recording of this First Amendment shall be subject to the following leasing restrictions:
  - i. Any Lot purchased subsequent to the recording of this First Amendment shall be Owner occupied for a minimum of one (1) year before it can be leased. Lots purchased to be occupied by family members are exempt from this occupancy requirement. Family members are defined as being parents, parents-in-law, children, and siblings of the Lot Owner.
  - ii. Following the one (1) year occupancy requirement: (a) no Lot shall be rented for a term of less than twelve (12) months; (b) no Lot shall be rented more than two (2) times in any twenty-four (24) month period; (c) vacation rental or transient rental occupancy is strictly prohibited; (d) only entire Lot may be leased, no per-room leasing is permitted and no occupancy is permitted upon a Lot located outside the single-family residence; (e) all leases shall include a provision by which the lessee agrees to be bound by the terms and conditions of this First Amendment and any rules and regulations of the Association; and (f) all leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the terms and conditions of this First Amendment or any rules and regulations of the Association.
- c) Any Owner leasing his/her/its Lot shall remain responsible for the terms and conditions of this First Amendment and any rules and regulations of the Association.
- d) Any lease entered into by an Owner leasing his/her/its Lot shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), this First Amendment, and any rules and regulations adopted by the Association from time to time (before or after execution of the lease). The Owner shall be jointly and severally liable with the tenant for any fines



imposed against the tenant, any guest or invitee for violation of the Association's governing documents.

- e) The Association's Board of Directors shall have the authority to adopt and enforce reasonable rules and regulations regarding leasing of the Lots.
- f) Any lease entered into by an Owner leasing his/her/its Lot shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.
- g) Nothing in this First Amendment shall prohibit the Owners of record from entering into a leaseback for a period of no more than six (6) months. For purposes of this provision, a leaseback is defined as a transaction in which the Owners of record sell their Lot and then lease back the property from the new owner. The lease or rental agreement, including the parties to the leaseback transaction, shall remain subject to the terms and conditions of this First Amendment.
- h) At least five (5) days before the commencement of any lease of a Lot, the Owner shall: (i) provide the Association with a copy of the lease agreement; and (ii) notify the Association in writing with the (a) name and phone number of the Owner; (b) the address of the Lot being leased; (c) contact information of the tenant(s) including, but not limited to, the name, phone number, and e-mail address of the tenant(s); and (d) start and end dates of the lease term. The Association may adopt a form that Owners must complete incident to any lease of a Lot, which may request additional information or documentation the Association may deem appropriate.
- i) In addition to all other remedies, and to the maximum extent allowed by law, the Association may levy reasonable fines against an Owner for failure to comply with any leasing provision or restriction in this First Amendment. Any fine may not exceed \$100.00 per day per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of \$1,000.00 or greater may become a lien against the Lot, which shall constitute an assessment on the Lot and shall be enforced in the same manner that liens for assessment are enforced pursuant to Article IV of the Declaration and Chapter 720 of the Florida Statutes.

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

**[Signature pages follow this page]**



IN WITNESS WHEREOF, SECRET WOODS HOMEOWNERS ASSOCIATION, INC., with seventy-five percent (75%) majority vote, has caused this instrument to be executed in its corporate name by its duly authorized officers on this 28 day of June, 2023.

SECRET WOODS HOMEOWNERS ASSOCIATION, INC.

By: Laurie A. Flynn, Pres.

Attest: Rebecca Lee

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 28 day of June, 2023, by Laurie Flynn as President of Secret Woods Homeowners Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC-STATE OF FLORIDA

Personally known      OR  
Produced Identification  
Per  
Type of Identification

sign [Signature]  
print Mekhia Lowe  
My Commission Expires:

State of Florida  
County of Duval



MEKHIA LOWE  
Commission # HH 321426  
Expires October 12, 2026

The foregoing instrument was acknowledged before me this 28 day of June, 2023, by Rebecca Lee as Secretary of Secret Woods Homeowners Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC- STATE OF FLORIDA

Personally known      OR  
Produced Identification  
Per  
Type of Identification

sign [Signature]  
print Mekhia Lowe  
My Commission Expires:



MEKHIA LOWE  
Commission # HH 321426  
Expires October 12, 2026