

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
ST. LUCIE GARDENS**

The Declaration of Covenants and Restrictions for St. Lucie Gardens has been recorded in the public records of St. Lucie County, Florida at Official Records Book 764, Page 1184, et. seq. and amended at Official Records Book 1122, Page 543, et. seq. and Official Records Book 3225, Page 1746, et. seq. The same Declaration of Covenants and Restrictions for St. Lucie Gardens is amended as approved by the Membership by vote sufficient for approval at the Members' Meeting held on July 23, 2025

1. *Section 13 of the Declaration is amended to add subsection 13.6, which shall read as follows:*

13.6. Limitation on Rentals after a Transfer. No Owner acquiring a Living Unit after the adoption of this amendment may lease that Living Unit during the first twenty-four (24) months of ownership of that Living Unit. The twenty-four (24) month period of ownership is measured from the date the Owner acquires title to the Living Unit. The restriction prohibiting leasing for the first twenty-four (24) months of ownership does not apply to the following:

- (a) the Association, should it become an Owner.
- (b) an Institutional Mortgagee, should it become an Owner.
- (c) any natural person who becomes an Owner upon the death of the preceding Owner either by way of inheritance or due to the termination of the prior Owner's bona fide life estate.
- (d) when an Owner conveys their Living Unit to an affiliated entity, when beneficial ownership of the Living Unit does not change. The term "affiliated entity" means an entity that controls, is controlled by, or is under common control with the Owner or that becomes a parent or successor entity by reason of transfer, merger, consolidation, public

offering, reorganization, dissolution or sale of stock, or transfer of membership partnership interests. For a conveyance to be recognized as one made to an affiliated entity, the entity must furnish to the Association a document certifying that this subparagraph applies and provide any organizational documents for the Owner and the affiliated entity which support the representations in the certificate, as requested by the Association.

- (e) when, with respect to an Owner that is a business entity, every person that owned an interest in the Living Unit at the time of the enactment of this amendment conveys their interest in the Living Unit to an unaffiliated entity.

If an Owner transfers the Owner's Living Unit while there is an existing lease, the new Owner may continue leasing the Living Unit until the lease expires. Once the lease expires, the new Owner may not lease the Living Unit for a period of twenty-four (24) months from the time the lease expires. The new Owner is not allowed to renew or extend the lease.

(The balance of Section 13 remains unchanged.)

- 2. The foregoing amendment to the Declaration of Covenants and Restrictions for St. Lucie Gardens was adopted by the membership by a vote sufficient for approval at the Members' Meeting on July 23, 2025.
- 3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
- 4. All provisions of the Declaration of Covenants and Restrictions for St. Lucie Gardens are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and its Secretary this 28 day of July 2025.

WITNESSES AS TO PRESIDENT:

ST. LUCIE GARDENS
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Printed Name: Regina Kretz
Address: 10 SE Central Parkway #400
Stuart, FL 34994

[Signature] President
JOSEPH MIRENDA

[Signature]
Printed Name: Erica Rose Harrison
Address: 10 SE Central Parkway #400
Stuart, FL 34994

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, by Joemirenda as President of St. Lucie Gardens Homeowners Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: 28] this day of July 2025.

Notarial Seal



WILMA DELICAT JOSEPH
Notary Public
State of Florida
Comm# HH666919
Expires 4/21/2029

[Signature]
Notary Public

WITNESSES AS TO SECRETARY:

ST. LUCIE GARDENS
HOMEOWNERS ASSOCIATION, INC.

By:

[Signature]
Printed Name: Regina Kretz
Address: 10 SE Central Parkway #400
Stuart, FL 34994

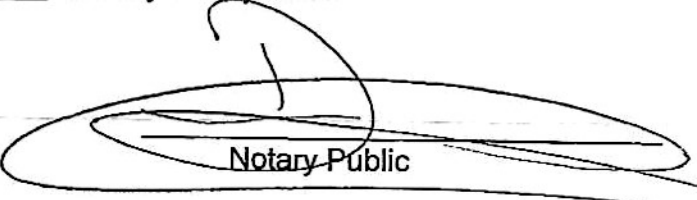
[Signature] Secretary
Edward Essex

[Signature]
Printed Name: Erica Rose Harrison
Address: 10 SE Central Parkway #400
Stuart, FL 34994

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, by JOE MIRENDA, as Secretary of St. Lucie Gardens Homeowners Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: 28] this day of July 2025.

Notarial Seal


Notary Public



WILMOIE DELICAT-JOSEPH
Notary Public
State of Florida
Comm# HH666919
Expires 4/21/2029