

Prepared by:
Charles W. Brown Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Blvd.
Building A, Suite 200
Jacksonville, FL 32217

**AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GRAND CAY**

THIS AMENDMENT to the Declaration of Covenants and Restrictions for GRAND CAY is made effective by Grand Cay of St. Augustine Association, Inc., a Florida not for profit corporation ("Association").

WITNESSETH

WHEREAS, on or about January 27, 2006, KB Home Jacksonville, LLC, a limited liability company (the "Developer") executed that certain Declaration of Covenants and Restrictions for Grand Cay which is recorded in Official Records Book 2634, page 929, of the public records of St. Johns County, Florida (the "Original Declaration"), encumbering the land described in the plat of Grand Cay, according to the plat thereof recorded in Plat Book 56, pages 83-90, of the current public records of St. Johns County, Florida (the "Property");

WHEREAS, pursuant to Article XII, Section 12.5 of the Original Declaration, the Original Declaration may be amended by the Association with the consent of the persons then owning not less than two-thirds (2/3) of the total votes of the membership of the Association; and

WHEREAS, approval of not less than two-thirds (2/3) of the total votes of the membership of the Association was obtained at a meeting which was properly noticed and conducted for that purpose held on August 4, 2021.

NOW THEREFORE, All of the Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, agreements and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the Property shall be deemed to have agreed to all of the easements, restrictions, covenants and agreements as set forth herein.

FURTHERMORE, Grand Cay of St. Augustine Association, Inc. hereby Amends the Original Declaration as follows:

(Substantial rewording of each Section. See governing documents for current text.)

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY
DEVELOPER

Section 10.5. **Parking and Vehicular Restrictions.** No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No owner shall conduct repairs taking more than Seventy-Two (72) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer or other vehicle upon any Lot. No commercial vehicle, trailer, recreational vehicle, motor home, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot or except as otherwise specified by the Board in any adopted Rules and Regulation. Commercial vehicles shall not be parked within the Property within public view on a regular basis. A vehicle which displays a commercial advertisement by body-wrap or signage shall not be considered a commercial vehicle on such basis alone, but any vehicle which is tooled for a commercial purpose or has been modified in exterior appearance with tools or equipment for a commercial purpose shall be considered a commercial vehicle. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any vehicles necessary for any construction activity being performed by or on behalf of the association.

Section 10.22. **Gardens and Play Equipment.** No vegetable garden, hammock, statuary or play equipment (including, without limitation, basketballs goals affixed to a residence or affixed to a permanently-installed pole) shall be constructed, erected or maintained upon any Lot unless the type and location thereof has been previously approved by the ARB. Notwithstanding anything herein to the contrary, a portable basketball goal may be placed within a driveway but may not be placed in a roadway.

Section 10.27. **Rental Restrictions.** There is no leasing of single-family homes on a lot allowed until the 366th day of ownership. No Home may be rented for a period less than Twenty-eight (28) continuous days. A "Home" is defined as all applicable bedrooms of a home. No per room leasing, or sub-leasing is allowed.

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 provisions of this Declaration, the Articles, the Bylaws, applicable Rules and Regulations or of any other agreement, document or instrument governing the Lots or Homes. The owner of a leased Home shall be Jointly and severally liable with such Owner's Tenant for Compliance with the Subdivision Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the Tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered within five (5) days following execution of a lease for a Home, but In no event later than occupancy of the Home by a Tenant, Owner shall: (a) notify the

Association in writing with the name of the Tenant and all of Tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event the owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Courtney Puttick
(Print name Courtney Puttick)
Dawn K. Espinoza
(Print name Dawn K. Espinoza)

GRAND CAY OF ST. AUGUSTINE
ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

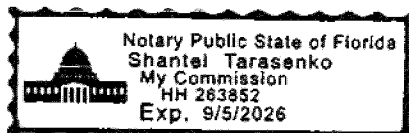
Devin Schneider
By: Devin Schneider
Its: President

Attest By:

Amy Brim
By: Amy Brim
Its: Secretary

STATE OF FLORIDA)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 28th day of August, 2022, by Devin Schneider, as President for Grand Cay of St. Augustine Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who () is personally known to me or provided (X) drivers license as identification, and who did take an oath.



Shantel Tarasenko
(Print Name Shantel Tarasenko)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. HH 263852
My Commission Expires: 9/5/2026

STATE OF FLORIDA)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 23rd day of August 2022, by Amy Brim, as Secretary for Grand Cay of St. Augustine Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who () is personally known to me or provided drivers license as identification, and who did take an oath.



Shantel Tarasenko
(Print Name Shantel Tarasenko)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. HH 263852
My Commission Expires: 9/5/2026

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