

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR NORTH BEACH ISLAND**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH BEACH ISLAND** is made effective _____, 2006 by **NORTH BEACH ISLAND HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

Recitals:

A. The Declaration of Covenants and Restrictions for North Beach Island is recorded in Official Records Book 2061, at page 1327, of the public records of St. Johns County, Florida (the "Original Declaration").

B. Pursuant to Section 12.5 of the Original Declaration, the terms thereof may be amended by Owners holding two-thirds (2/3) or more of the total votes of the Association.

C. Owners holding more than two-thirds (2/3) of the total votes of the Association have approved an amendment to the Original Declaration which is more particularly described hereafter.

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

1. Unless otherwise specifically defined by this First Amendment, all capitalized terms contained in this First Amendment shall have the same meanings as such terms are defined in the Original Declaration.

2. Section 10.17 of the Original Declaration is hereby amended in its entirety as follows:

Section 10.17 **Shared Docks**. Each Owner of a Lot which includes or is located immediately adjacent to a "joint access easement to dock" as depicted on the plat of the Subdivision (and the Owner of Lots 1 and 2 of the Subdivision, with respect to the "joint access easement to dock" over Lot 4 as depicted on the plat of the Subdivision), shall have the right to use such easement area for ingress and egress to and from any dock which may be constructed adjacent to such joint access easement. The prior

sentence notwithstanding, the "joint access easement to dock" over Lot 4 exists for the sole benefit of the Owners of Lot 1 and 2 of the Subdivision to provide access to and use of the adjacent waters by the Owners of Lots 1 and 2 only. The Owners of Lots 1 and 2 shall have the right to use such easement areas for ingress and egress to and from the dock constructed adjacent to such easement area and are hereby granted the right to make such applications to agencies with jurisdiction for any permits required to make modifications or improvements to such dock. The portions of the Lots which are subject to such joint access easements and the docks located immediately adjacent thereto shall be maintained, repaired and replaced at the sole cost and expense of the Owners of the Lots which are entitled to the use of such joint access easements and docks on an equal basis. To the extent that any Owner shall fail or refuse to contribute to such maintenance, repair or replacement, the other Owner or Owners having the right of use of the joint access easement and dock shall have the right to perform such maintenance, repair and replacement on behalf of all Owners entitled to such use, and in such event, the contributing Owner or Owners shall have a claim against the other Owner or Owners for the appropriate pro-rata share of the cost incurred for such maintenance, repair and replacement. In such event, the contributing Owner or Owners shall deliver written notice to the non-contributing Owner or Owners of the cost incurred for such maintenance, repair and replacement, and the non-contributing Owner or Owners shall have a period of fifteen (15) days within which to reimburse the contributing Owner or Owners for such costs. In the event that such contribution shall not be made within such time period, the amount owed to the contributing Owner or Owners shall thereafter begin to bear interest at the highest rate allowed by law, and in the event it shall become necessary for a contributing Owner to commence litigation against the non-contributing Owner or Owners to collect such sums, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees from the other party for pretrial preparation, trial and appeal. Nothing contained in this Section 10.17 shall prohibit the Association from exercising its rights as provided in Article VIII hereof.

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

IN WITNESS WHEREOF, the Association has caused this First Amendment to be duly executed as of the date and year first above-written.

Signed, sealed and delivered
in the presence of:

**NORTH BEACH ISLAND
HOMEOWNERS ASSOCIATION, INC.,** a
Florida non-profit corporation

(Print Name)

By: _____
Name Printed: _____
Title: _____

(Print Name)

STATE OF FLORIDA }
 }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, as _____ of **NORTH BEACH ISLAND HOMEOWNERS ASSOCIATION, INC.,** a Florida non-profit corporation, on behalf of the corporation.

Print Name _____
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:

Personally known _____ or
Produced I.D. _____
[Check one of the above]
Type of Identification Produced
