

This document prepared by and return to:

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

This SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH BEACH ISLAND is made effective the 30th day of October, 2013 by NORTH BEACH ISLAND HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereinafter 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, hereinafter the "Declaration".
- B. The Declaration has been amended by the FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH BEACH ISLAND recorded in Official Records Book 2690, at pages 1162-1164.
- C. Section 12.5 of the Declaration provides that a two thirds (2/3) vote of the total votes of the Association may amend the Declaration.
- D. A vote has been taken and more than two thirds of the total votes of the Association have approved this SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH BEACH ISLAND which provides as more particularly described below:

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

1. All terms capitalized herein shall have the meaning as contained herein or if not defined herein shall have the same meaning as provided in the Declaration.
2. Section 2.6 shall be amended to read as follows:

Section 2.6 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been built or on which one or more residential dwellings could be built and shall include any and all structures including but not limited to dwellings, docks, boat houses or any similar structures.

3. Section 6.2 shall be amended to read as follows:

Section 6.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A board member may be appointed as a member of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on The ARB because of death, resignation, or other termination of service of any member thereof shall be filled the Board of Directors.

4. Section 6.5 shall be amended to read as follows:

Section 6.5 **Review of Initial Construction by Developer or ARB.** No initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location to the same have been submitted to, and approved by, the Developer or ARB in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer or ARB from time to time.

5. Section 10.1 shall be amended to read as follows:

Section 10.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer, or the Board. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion or by the Board at the time written consent for such subdivision is given by the Developer or the Board as the case may be.

6. Article X of the Declaration shall be amended by the addition of a new Section 10.24 as follows:

Section 10.24 Leasing. In order to preserve the character of the community, leasing of Lots and structures constructed on the Lots shall be governed by the restrictions of this Section 10.24. Leasing of Lots or structures constructed on the Lots, hereinafter collectively referred to as a "Home" shall be prohibited except as provided herein. The term Leasing shall include leasing, renting or allowing a person or entity other than the Owner to occupy a Home on an ongoing basis without the Owner also occupying the Property. Further, no part of a Home shall be Leased in the absence of a Leasing Permit, (defined below).

- a. General Provisions. An owner who desires to Lease a Home shall apply for a leasing permit, hereinafter "Leasing Permit", the application shall be made to the Board. Once a Leasing Permit is approved then the Owner may Lease the Home, however, the terms shall be in strict accordance with the terms of the Leasing Permit and this Section. The Board shall have the authority to establish the terms and use of Leasing Permits, to include but not limited to the duration of a Leasing Permit. Leasing Permits shall be issued to a specific Owner and shall not be transferrable to another Owner to include but not limited to a subsequent purchaser of an Owner's interest in a Home.
- b. Leasing Permits. An Owner shall submit an application for a Leasing Permit to the Board in writing. Applications for Leasing Permits shall be approved so long as no more than twenty five percent (25%) of the total Homes have been granted Leasing Permits. Leasing Permits shall be considered to be revoked immediately upon the occurrence of any of the following events;
 - i. The sale, transfer or conveyance of a Home to a third party, (except for conveyances to a spouse, a person who is co-habiting with an Owner or to an entity the primary owner or beneficiary of which is the Owner) .
 - ii. Failure to Lease the Home within sixty days of issuance of the Leasing Permit.
 - iii. Failure of the Owner to have the Home Leased for any sixty (60) day consecutive period.

No Leasing Permits shall be issued (except in the case of a "hardship permit" defined below), once 25% of the total Homes have been leased until the percentage of Homes Leased falls below 25% of the total Homes.

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- c. Hardship Permit. If the failure to approve a Leasing Permit will result in a financial hardship for an Owner, such Owner may apply to the Board for a Hardship Permit. The Board shall have the sole discretion to approve or disapprove requests for a Hardship Permit. The Board shall consider circumstances of the hardship, including the expected duration, the nature and causes of the asserted hardship; the detrimental effect on the community of issuing the Hardship Permit; the number of outstanding Hardship Permits and the Owners ability to cure the hardship. Examples of hardship may include an extensive probate period after the death of an Owner; the required relocation of an Owner to another geographical area coupled with the inability of the Owner to sell the Home at market value within six (6) months of relocation and relocation made necessary for health or family health reasons.
- d. Leasing Provisions. The Lease shall be in writing and shall be in a form acceptable to the Board. The Owner shall obtain a Lease Permit prior to entering into a Lease. No Home shall be leased for a period less than twelve (12) months. The Home must be leased in its entirety, there shall be no leases of any part of a Home less than the entire Home. There shall be no sub-leasing allowed. The Owner must provide the lessee copies of the Declaration, all amendments to the Declaration, the By-laws and the Articles of Incorporation of the Association. Within ten (10) days of executing a Lease with a lessee, the Owner shall provide a copy of the executed Lease to the Board. The Board shall not have the authority to approve or disapprove a particular lessee the Board's approval or disapproval shall be limited to the form of the lease agreement and as set forth in this Section only.
7. Article X of the Declaration shall be amended by the addition of a new Section 10.25 as follows:
- 10.25 Sale or Lease of Docks. In order to preserve the character of the community, and to avoid any additional disruption to the community, Docks shall not be sold separately from the Lots to which they are appurtenant or attached to. Further, in order to maintain the residential nature of the community Docks shall not be Leased or rented in order to maintain the residential nature of the community.
8. Section 12.1.2(f) shall be amended to read as follows:

Once fines levied against an Owner amount to One Thousand and No/100 Dollars (\$1,000.00) the payment of fines shall be secured by one or more liens encumbering the

Lot or Lots owned by the offending Owner. Fines levied against an Owner may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate. Fines may be levied at up to One Hundred and No/100 Dollars (\$100.00) per violation and may be levied for each day of a continuing violation with a single notice and opportunity for hearing. Such fines and liens may be enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

9. Article XII of the Declaration shall be amended by the addition of a new Section 12.11 as follows:

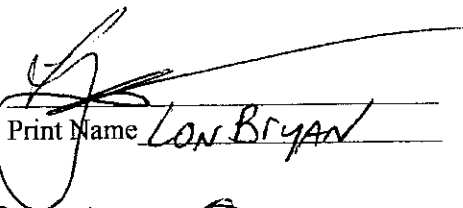
Section 12.11 **Developer Responsibilities**. In order to more effectively manage the affairs of the Association and to insure that the Declaration is given its full effect, all of the rights and responsibilities provided for the Developer in Article X, XI and XII shall inure to the Board subsequent to the turnover of the Association by the Developer.

10. Except as provided herein, the Declaration as previously amended shall remain in full force and effect.

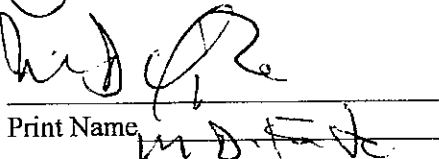
IN WITNESS WHEREOF, the Association has duly executed this SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH BEACH ISLAND, on the date entered above.

Witnesses:

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


Print Name Pat Bryan

By: Pat Bryan
Print Name Pat Bryan
As its: President


Print Name W. D. F. de

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 30th day of October.

2013, by Pat Bryan as President of NORTH BEACH ISLAND
HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the
corporation.

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Barbara J. Law
Print Name

NOTARY PUBLIC

State of Florida at Large

Commission#

My Commission Expires

☒ Personally known _____ or produced
_____ as ID