

This Instrument Prepared by and  
Return to: McCabe & Ronsman  
110 Solana Road, Suite 102  
Ponte Vedra Beach, FL 32082

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEACHSIDE**

**THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEACHSIDE** ("Amendment") is made this 30<sup>th</sup> day of June 2025, by **BEACHSIDE HOMEOWNER'S ASSOCIATION, INC.**, a Florida not for profit corporation ("Association"), whose mailing address is P.O. Box 4392, St. Augustine, FL 32085

**RECITALS**

**WHEREAS**, the Declaration of Easements, Covenants, Conditions and Restrictions for Beachside was recorded on March 15, 1995, in Official Records Book 1099, Page 1086, et seq., of the public records of St. Johns County, Florida, and was amended and supplemented from time to time (the "Declaration").

**WHEREAS**, the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Beachside was recorded on March 27, 2002 in Official Records Book 1736, Page 1873, et seq., of the public records of St. Johns County, Florida, (the "Supplementary Declaration").

**WHEREAS**, pursuant to Article XII, Section 12.8, the Declaration may be amended at any time by an instrument signed by the President and Secretary of the Association, certifying that such amendment has been adopted by Owners holding seventy-five percent (75%) of the votes of the Association either in person or by proxy at a duly called meeting, or by written consent without meeting in the manner permitted by law by Owners holding seventy-five percent (75%) of the votes in the Association.

**WHEREAS**, the undersigned officers certify that in accordance with Article XII, Section 12.8 of the Declaration, the amendment set forth below was proposed to the Members of the Association and was approved by the affirmative vote of not less than seventy-five (75%) of the votes of the Association at a duly called Special Meeting of the Members on APRIL 12<sup>th</sup>, ~~2024~~ 2025 <sup>den</sup>

**NOW, THEREFORE**, in consideration of the premises and other good and valuable considerations, the Declaration is hereby amended in accordance with the provisions set forth hereinafter:

**AMENDMENT TO DECLARATION**

*(Additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by ~~strikethrough~~)*

Article VII, Section 7.4(a) of the Declaration is hereby amended as follows:

ARTICLE VII  
ARCHITECTURAL CONTROL

[...]

Section 7.4 Architectural Guidelines. The ARB shall consider the following provisions in connection with their review, together with any architectural guidelines issued by the from time to time. Specific references to the ARB in these provisions shall not be construed as a limitation on the general review power of the ARB as set forth in this Article.

(a) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five feet (35') in height as measured from the highest subgrade elevation, located within the air conditioned limits of the Residence, and each Residence shall have a private enclosed attached garage for not less than two (2) nor more than four (4) cars. Modular homes are expressly prohibited.

[...]

Article VIII, Section 8.1(b) of the Declaration is hereby amended as follows:

ARTICLE VIII  
USE OF PROPERTY

Section 8.1 Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements of Article VII, the specific references to the ARB approval set forth in this article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this article.

[...]

(b) Leasing of a Residence. An Owner may lease his or her Residence to another Occupant for a lease term of not less than One

Hundred and Eighty (180)P consecutive days. Any such lease shall be in writing and shall provide that the lease of the Residence is subject in all respects to the Declaration, Articles, Bylaws, Rules and Regulations of the Association, and any failure by the Tenant occupant to comply fully with the terms, requirements and limitations thereof shall constitute a default under the Lease. No Residence may be leased to more than one family unit, nor to more than two unrelated Tenant Occupants.

Article XII, Sections 12.4(c) and (d) of the Declaration are hereby amended as follows:

ARTICLE XII  
GENERAL PROVISIONS

[...]

Section 12.4 Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner or by the Association against any person, firm, corporation, trust, or other entity which violates or attempts to violate any of the covenants or restrictions hereof, by instituting and prosecuting any proper proceeding at law or in equity for one or more of the following forms of relief: the recovery of damages; preventing or enjoining all or any such violations or attempted violations; or enforcement of any lien created by this Declaration. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, workers, contractors, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws; provided, however, in levying such fines the following procedures must be adhered to:

[...]

(c) Upon approval of a proposed fine by the Grievance Committee, The Board of Directors may impose fines against the applicable Lot of up to Two Hundred Fifty Dollars (\$250) per violation. The maximum permitted fine may be increased from time to time by the Board of Directors, but in no event shall such individual fines, nor the aggregate of such fines against the same Owner, exceed the limits

imposed by The Act.

[...]

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, a fine may be levied on the basis of each day of such continuing violation, with a single notice and opportunity for hearing; provided, however, the maximum aggregate fine for such continuing violation shall be Two Thousand and Five Hundred Dollars (\$2500) and in no event shall such aggregate fines against the same Owner exceed the limits imposed by The Act.

IN WITNESS WHEREOF, BEACHSIDE HOMEOWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority herein above expressed this 30 day of June, 2025.

**Witnesses**

Jill Burton

Signature of Witness 1

Jill Burton

Printed

Sebrina Boag

Signature of Witness 2

Sebrina Boag

Printed

**Beachside Homeowners Association, Inc.**

[Signature]

President

HERB LOEMAN

Printed

Dan E. Martin

Secretary *Treasurer*

Dan E. Martin

Printed

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of June, 2025, by Herb Loeman, as President, and Dan Martin, as Secretary, of Beachside Homeowners Association, Inc., on behalf of the corporation.

[Signature]  
(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification  
Type of Identification Produced: FL DL

