

O.R. 856 PG 0751

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This Instrument Prepared By:  
JOHN D. BAILEY, JR.  
Upchurch, Bailey and Upchurch, P.A.  
780 North Ponce de Leon Blvd,  
St. Augustine, Florida 32085

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR BOYD BEACH**

**THIS DECLARATION**, made as of the date hereinafter set forth, by  
**PHILIP J. EDWARDS**, hereinafter referred to as "Declarant".

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of the following described real  
property, situated, lying and being, in St. Johns County, Florida;  
and

**WHEREAS**, the following described real property is not subject to  
any covenants or restrictions of record; and

**WHEREAS**, Declarant desires to place covenants and restrictions of  
record as to the real property hereinafter set forth, and to limit  
the use of same as set forth hereinafter.

**WHEREAS**, Declarant deems it desirable to create a not for profit  
association to manage the property. The association shall own,  
maintain and administer all the common property as hereinafter  
defined and shall administer and enforce the easements, covenants,  
conditions, restrictions and limitations set forth herein and collect  
and disburse the assessments hereinafter created.

**NOW, THEREFORE**, Declarant hereby declares that the following  
described real property, situate, lying and being, in St. Johns  
County, Florida, to wit:

**All the land described and contained in the Plat of  
Boyd Beach, according to Plat thereof recorded in  
Map Book 24, Pages 48 and 49, Public  
Records of St. Johns County, Florida.**

and any additional property made subject to this Declaration shall be  
held, sold and conveyed, subject to the following easements, covenants,

conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restrictions to run with said real property and binding on all parties having any right, title or interest in the real property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Boyd Beach Homeowners' Association, Inc., its successors and assigns.

1.3 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.4 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.5 "Common Roads" shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to a Lot. The Common Roads shall be considered Common Property of the Association and unless specifically set forth herein to the contrary all rules and regulations and provisions relating to the Common Property shall include the Common Roads.

1.6 "Common Property" shall mean and refer to those tracts of land deeded to the Association for the common use and enjoyment of the owners and their guests and invitees and all improvements

constructed thereon. All common property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.7 "Declarant" shall mean and refer to Philip J. Edwards, his successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.9 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.10 "Property" shall mean and refer to that certain real property described on page 1 hereof, together with improvements thereon and any additional contiguous property made subject to this Declaration.

**ARTICLE II**

**PROPERTY RIGHTS**

Section 1. ~~Owners' Common Property Easements.~~ Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property

which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Property.

(b) The right of the Association to suspend the right of use of recreational facilities located on the Common Property and the voting rights of any Owner for any period during which any Assessment against his Lot remains unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period, not to exceed 60 days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a two-thirds (2/3's) vote of the Association.

(e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(f) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owner's rights therein.

(g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

**Section 2. Delegation of Use.** Any owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

**Section 3. Owner's Common Road Easements.** It is specifically acknowledged that the Common Roads will be dedicated or conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right, but not the obligation, to install, repair, restore and maintain all utilities, street lighting and signage, including without limitation, cable television in the road right of way and right to grant further easements over the Common Roads. Each Owner of a Lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Declarant and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads. It is hereby acknowledged that the Declarant shall have an easement over the Common Roads for the purpose of ingress and egress.

The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner (or) mortgaged in favor of such Mortgagee. The Declarant and the Association shall have the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads. The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, "go-carts" and three wheeled vehicles), which in the opinion of Declarant or the Association would or might result in damage to the



O.R. 856 PG 0756

Common Roads or create a nuisance for the residents.

The Declarant reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is not denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall be terminated and the Association shall reconvey the Common Road at the request of the Declarant.

**Section 4. Conveyance of Common Property.** The Declarant may convey the Common Property (other than the Common Roads) to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Property and/or Common Roads which are not adverse to the Owners.

#### **ARTICLE III**

##### **ARCHITECTURAL CONTROL**

**3.1** No buildings or structures, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the property, nor shall any grading, excavating, or tree removal be commenced, nor shall any exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade

O.R. 856 PG 0757

elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30) business days following delivery of same to the Architectural Control Committee by the applicant.

The approval or disapproval of the Architectural Control Committee as required herein shall be in writing and shall be mailed or delivered to the applicant. In the case of disapproval, the Architectural Control Committee shall include a statement of the reasons for disapproval. Failure of the Architectural Control Committee to give either written approval or disapproval of a submitted plan within twenty (20) business days after delivery of the plan, by mailing or delivering such written approval or disapproval to the applicant's last known address, shall operate to release such Lot from the Architectural Control provisions of these restrictions as to the submitted plan. Provided, this shall not release the Lot from such Architectural Control provisions as to any revised or future plans for construction or remodeling upon such Lot. Construction of approved improvements shall be completed within a period of six (6) months from the date construction is begun. The Architectural Control Committee is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications. Provided, the Architectural Control Committee shall not be liable for any engineering or structural defects in plans approved by such Committee.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

#### **ARTICLE IV**

##### **USE RESTRICTIONS**

4.1 No Lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any Lot containing less than 1,500 square feet

**O.R. 856 PG 0758**

of heated and cooled living area, with a minimum of one (1) enclosed garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,500 square feet of living area and not considered a part thereof. No business or commercial buildings or equipment may be erected or kept on any Lot.

4.2 No structures shall be erected less than 25' from the front lot line, 10' from the rear lot line or less than 5' from the boundary of any other lot of different ownership or street. All setbacks shall be measured from the wall of the structure. Eaves and roof overhangs may not extend beyond the setbacks established herein.

4.3 No fences shall be permitted on any portion of Lots 4, 5, 6, 7, 8 and 9. Wooden fences shall be permitted in the rear yards of Lots 1, 2, 3, 10, 11 and 12. All such fences must have prior approval from the Architectural Control Committee as to type, location, size or construction. Provided, no fences shall exceed six feet (6') in height.

4.4 No wheeled vehicles of any kind, including trailers, boats or campers may be kept or parked on any Lot or driveway unless same are completely inside a garage, or, substantially enclosed within a fenced in area approved by the Architectural Control Committee. Provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a Lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

4.5 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number. No such pets shall be allowed on the property other than on the Lot of the owner of such pets, unless confined to a leash.

4.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of



paragraph 4.9 hereof.

**4.7** No clotheslines are to be installed except in the rear yard out of view of the street.

**4.8** No Lot or Lots shall be resubdivided.

**4.9** No immoral, unlawful, noxious or offensive activity shall be carried on upon the property, nor shall anything be done or maintained on the property which may be or may become an annoyance or nuisance.

**4.10** No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a Lot as a residence either temporarily or permanently.

**4.11** No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

**4.12** No sign of any kind shall be displayed on any lot except approved signs showing the owner's name and number of residence and temporary "For Sale" and "For Rent" signs containing less than two (2) square feet of display area. All such signs must be approved by the Architectural Control Committee prior to installation.

**4.13** No satellite dishes or television antennas shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural Control Committee.

**4.14** All Lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes. No tree of a height in excess of four feet (4') and a diameter in excess of four inches

(4") may be removed from a lot without the approval of the Architectural Control Committee. All requests for approval for tree removal shall be submitted to the Architectural Control Committee along with a site plan showing the location of such trees.

4.15 All Lots shall have a lamp post in the front yard which shall be designed and constructed in accordance with specifications promulgated by the Architectural Control Committee.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

5.1 Every owner of a lot, including Declarant shall be a member of the Boyd Beach Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of said lot.

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.a Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

5.2.b Class "B" member shall be Declarant who shall be entitled to exercise five (5) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or five (5) years following the date of conveyance of the first lot, whichever occurs first.

**ARTICLE VI**

**COVENANT FOR MAINTENANCE ASSESSMENT**

6.1 Declarant hereby covenants for each Lot within the property and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot,, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

6.2 The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of owners of lots in the property, and for the improvement and maintenance of all common roads, common property, landscaped areas for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all common property and common roads and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-Laws.

6.3 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common property or common roads. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly

called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

6.4 The annual assessments authorized herein shall commence on January 1, 1991. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any Lots which he owns, shall not be liable for assessments so long as he funds any deficit in the operating expenses of the Association. Provided further, in his sole discretion, Declarant may at any time commence paying assessments as to lots owned by him and thereby automatically terminate his obligation for any deficit in the operating expenses of the Association.

6.5 The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and if not, the amounts owed therefor.

6.6 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law and costs of collection thereof, including a reasonable attorney's fee at the trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer

of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot.

**6.7** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VII**

**EASEMENTS**

**7.1** For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right-of-way in and over all common roads and common property shown on the plat of the property, and also, in and to, a ten foot (10') strip of land located parallel to and along all front lot lines and a five foot (5') strip of land located along and parallel to all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

**ARTICLE VIII**

**GENERAL PROVISIONS**

8.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

8.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

8.3 Any failure of the Declarant or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

8.4 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of Lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original Lot owners.

8.5 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all Lots have been sold, whichever is later.

8.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2020. After said date, said covenants shall be automatically extended for successive periods of ten

O.R. 856 PG 0765

(10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 11<sup>th</sup> day of May, 1990.

Signed, sealed and delivered in the presence of:

Shirley A. Patton  
Joseph L. Lewis

Philip J. Edwards  
PHILIP J. EDWARDS

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authorities, personally appeared PHILIP J. EDWARDS, known to be the individual described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 11<sup>th</sup> day of May, 1990.

Deborah A. Davis  
Notary Public  
State of Florida at Large  
My Commission Expires: Nov 11, 1991



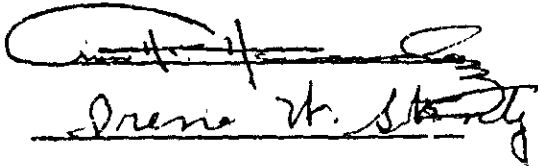
O.R. 856 PG 0766

**CONSENT OF MORTGAGEE**

JAMES R. BOYD, III and BENITA S. BOYD, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Covenants and Restrictions for Boyd Beach, which mortgage is dated January 2, 1990, and recorded in Official Records Book 842, Page 995, of the Public Records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Covenants and Restrictions for Boyd Beach, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions for Boyd Beach .

DATED this 17 day of March, 1990.

Signed, sealed and delivered  
in the presence of:

  
Irene H. Stanley  
  
JAMES R. BOYD, III  
  
BENITA S. BOYD


STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority personally appeared JAMES R. BOYD, III and BENITA S. BOYD, known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of March, 1990.



LINDA C. WHITE  
My Comm. Expires June 7, 1992  
Notary Public

Notary Public  
State of Florida at Large  
  
My Commission Expires: \_\_\_\_\_

FILED AND RECORDED  
PUBLIC RECORDS DEPT.  
ST. JOHNS COUNTY, FLA.

90 MAY 15 PM 4:12

Paul "Bunk" Mankie  
CLERK OF CIRCUIT COURT



This Instrument Prepared By:  
Stephen A. Faustini  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
BOYD BEACH**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOYD BEACH, recorded in Official Records Book 856, Pages 0751 through 0765 of the public records of St. Johns County, Florida (the "Declaration"), is executed this 29<sup>th</sup> day of February, 2008, by Bill Torode, as president of Boyd Beach Homeowners' Association (the "Association").

**WITNESSTH:**

**WHEREAS**, the Association desires to amend the Declaration to provide for restrictions on the renting owners' properties; and

**WHEREAS**, Section 720.306(1)(b), Florida Statutes, and the Declaration authorizes the Association to amend the Declaration by the affirmative vote of two-thirds of the voting interests of the Association; and

**WHEREAS**, the following amendment was approved by the requisite number of votes.

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

1. Article IV, Section 4.16 is hereby added as follows:

Effective January 1, 2008, no Owner shall lease or sublease his or her Lot or residence for a term less than 12 months. Any such rentals are limited to single family occupants/tenants, and all occupants/tenants shall abide by the Association's governing documents including, without limitation, the Declaration. Owners who elect to lease their residence(s) or Lot(s) shall be charged an annual fee of \$1,500.00 payable to the Association.

2. The Association recognizes that, pursuant to Section 720.303(1), Florida Statutes, the Association may enforce only the requirements of those deed restrictions established prior to the purchase of each parcel upon an affected parcel owner or owners.

3. In all other respects, the Declaration remains unmodified and in full force and effect.

4. Capitalized terms not defined in this amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Association has caused these presents to be executed this 29<sup>th</sup> day of February, 2008.

Signed, sealed and delivered in the

BOYD BEACH HOMEOWNERS' ASSOCIATION, INC.

Laurie Demetropoulos  
Witness: Laurie Demetropoulos  
(Type or Print Name)

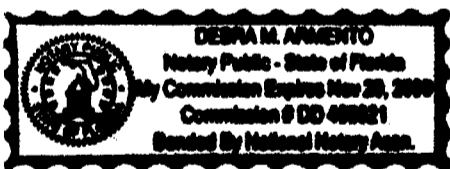
By: Bill Torode  
Bill Torode  
Its President

Jenny Lynn Moore  
Witness: Jenny Lynn Moore  
(Type or Print Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 29 day of February, 2008, by Bill Torode as President of Boyd Beach Homeowners' Association, Inc., on behalf of the corporation, who () is personally known to me or () has produced \_\_\_\_\_ as identification.

Debra M. Armento  
Signature of Notary



Debra M. Armento  
(Name of Notary Typed or Printed)  
Commission number: DD469621  
Commission Expires: 11-29-09

**CERTIFICATE OF APPROVAL**

The undersigned, being the Secretary of the Boyd Beach Homeowners' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants and Restrictions for Boyd Beach Homeowners' Association, Inc., was approved by the Association at a meeting of the Owners held July 28, 2007.

Dated February 29, 2008.

BOYD BEACH HOMEOWNERS'  
ASSOCIATION, INC.

By: Judy B. Torode  
Print Name: Judy B. Torode  
Its: Secretary