

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**
Alexandra M. Amador, Esq.
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, FL 32082

**SUPPLEMENTARY DECLARATION AND AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTION
FOR
OCEAN REACH**

THIS SUPPLEMENTARY DECLARATION is made this 20th day of May 2024, by **OCEAN REACH OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, having an address of ("Declarant").

WITNESSETH:

WHEREAS, the Developer recorded that certain Declaration of Covenants and Restrictions for Ocean Reach in Official Records Book 775, Page 333 et seq., of the public records of Nassau County, Florida, as amended and supplemented by that certain Supplementary Declaration of Covenants, Conditions Restrictions and Easement for Ocean Reach, recorded in Official Records Book 813, Page 124, et seq., of the public records of Nassau County, Florida, ("Declaration"), thereby submitting all of the real property described in the declaration to the terms thereof, and the Declaration was thereafter preserved by that Notice of Ocean Reach Owners Association, Inc., under §720.3032, Florida Statutes, and Notice to Preserve and Protect Covenants and Restrictions from Extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes, recorded in Official Records Book 2440, Page 1221, of the public records of Nassau County, Florida; and

WHEREAS, Pursuant to Article V, Section 5.4 of the Declaration, the Association is responsible for the maintenance, repair, and replacement as often as necessary, the Common Areas; and

WHEREAS, pursuant to Article XII, Section 12.5 of the Declaration, the Declaration may be amended by the owners holding two-thirds (2/3) or more of the total votes of the Association; and

WHEREAS, the Association wishes to amend and supplement the Declaration to designate the community perimeter fence as a Common Area; and

WHEREAS, the undersigned officer certifies that in accordance with Article XII, Section 12.5 of the Declaration, the amendment attached hereto as Exhibit A was adopted by the Owners at a meeting of the members held January 13, 2024, by Owner holding not less than two-thirds (2/3) of the total votes of the Association.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the Declaration was amended and supplemented in accordance with the provisions set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of the date first above written.

Signed, sealed, and delivered
in the presence of:

“Association”

John G. Weber
Signature
Name: John G. Weber
Address 1430 Windward Oak Ln
Fernandina Beach, FL 32034

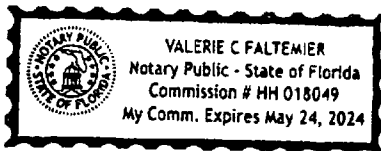
**OCEAN REACH OWNERS
ASSOCIATION, INC.**, a Florida not for profit
corporation

By: [Signature]
Name: JOHN DUGAN
Title: President

Robin Temple
Signature
Name: Robin Temple
Address 2948 Eastwind Dr
Fernandina Beach, FL 32034

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or ___
online notarization, this 20 day of May, 2024, by John Dugan, as
President of Ocean Reach Owners Association, Inc., on behalf of the corporation He is personally
known to me or has produced as identification _____.



Valerie C Faltemier
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

EXHIBIT A

AMENDMENTS TO DECLARATION

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

1. Article II. Section 2.3 of the Declaration is hereby amended as follows:

Section 2.3 Common Area. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use and enjoyment of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area shall include, without limitation, the Perimeter Fence.

2. Article II of the Declaration is hereby amended to add Section 2.1 as follows:

2.11 Perimeter Fence. The perimeter fencing installed by the Association along the easterly, northerly, westerly, and southerly border of the Property (Ocean Reach development), installed on or adjacent to the following Lots:

Lots 1 – 7, The Breakers at Ocean Reach, according to the plat thereof recorded in Plat Book 6 Pages 44-45 of the public records of Nassau County, Florida; and

Lots 1 – 17, The Breakers at Ocean Reach, according to the plat thereof recorded in Plat Book 6 Pages 72-73 of the public records of Nassau County, Florida; and

Lots 10 – 17, 28 – 43, Tidewater at Ocean Reach Unit One, according to the plat thereof recorded in Plat Book 6 Pages 47-48 of the public records of Nassau County, Florida; and

Lots 14 – 26, Tidewater at Ocean Reach Unit Two, according to the plat thereof recorded in Plat Book 6 Pages 106-107 of the public records of Nassau County, Florida.

The Perimeter Fence is property of the Association.

3. Article V of the Declaration of the Declaration is hereby amended to add Section 5.6 as follows:

Section 5.6 Maintenance of Perimeter Fence.

5.6.1 Maintenance. The Association shall maintain in good repair the Perimeter Fence. The Association shall repair and replace the Perimeter Fence as often as deemed necessary. The obligations of the Association shall be performed and ordered by the Board of Directors of the Association, in its discretion, and all or any portion of the costs of such maintenance incurred by the Association pursuant to this Section 5.6 shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

5.6.2 Alterations. No Owner shall make any alteration or modification to the Perimeter Fence, or remove any portion thereof, or make any additions thereto, or do anything that would damage or jeopardize the safety or soundness of the Perimeter Fence, without first submitting an architectural review application along with plans and specification pursuant to the requirements of Article VI of this Declaration and obtaining approval in writing from the Association.

5.6.3 Damage to Fence. To the extent that any Owner, or any Owner's agents, employees, guests, lessees, invitees or licensees, causes damage or makes any unauthorized removal of or alteration or addition to the Perimeter Fence then the Association, in the Association's sole discretion, shall have the option to (i) maintain, repair or replace such damage and any cost incurred by the Association to maintain, repair or replace any such damaged portion of the Perimeter Fence shall be charged to such Owner as an Assessment of Costs/Exterior Maintenance Assessment pursuant to Section 8.2 of this Declaration; or (ii) allow the Owner to maintain, repair and/or replace such damage at the Owner's sole cost and expense. Prior to the Association performing repair, replacement, cleaning and/or maintenance on any portion of the Perimeter Fence damaged by any Owner or any Owner's agents, employees, lessees, guests, invitees, or licensees, the Board of Directors shall determine that repair, replacement, cleaning and/or maintenance is needed, that such repair, replacement, cleaning and/or maintenance is the responsibility of the Owner, and that the failure of the Owner to perform such repair, replacement, cleaning and/or maintenance, in the sole opinion of the Board of Directors, detracts from the overall appearance or quality of the Property. Except in emergency situations, prior to commencement by the Association of any repair, replacement, cleaning and/or maintenance on any the Perimeter Fence, the Board of Directors must furnish written notice to the Owner to the effect that, unless specified repairs, replacement, cleaning and/or maintenance are commenced

within fifteen (15) days from the date of the notice, and thereafter diligently pursued to completion, the Association may perform, or have performed, said repairs, replacement, cleaning and/or maintenance. Upon the Owner's failure and/or refusal to properly and timely commence and pursue diligently the required repairs, replacement, cleaning and/or maintenance, the Association and its agents, employees, servants and/or contractors shall have the right to enter in and/or upon the Lot to perform the repairs, replacement, cleaning and/or maintenance specified in the notice to that Owner.

4. Article VIII, Section 8.2 of the Declaration is hereby amended as follows:

Section 8.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 or pursuant to Article V, Section 5.6.3 of this Declaration shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI I of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees and costs of collection, as provided for in Section 7.4 , and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

DESIGNATION OF ADDITIONAL COMMON AREAS

5. Association hereby designates the Perimeter Fence as Common Area.
6. No Further Revisions. Except as modified and supplemented herein, the terms and conditions of the Declaration remain in full force and effect.