


**OCEAN CLUB I CONDOMINIUM
CERTIFICATE OF AMENDMENT TO DECLARATION**

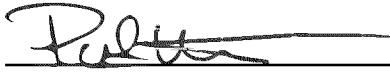
The undersigned, as President of OCEAN CLUB I CONDOMINIUM ASSOC., INC. OF ST. AUGUSTINE BEACH (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM OF OCEAN CLUB I CONDOMINIUM, recorded in Book 556, Page 292, of the Public Records of St. Johns County, Florida, as amended and supplemented (hereinafter, collectively, "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM OCEAN CLUB 1 CONDOMINIUM, which is attached hereto, and by reference made a part hereby (hereinafter "Amendment") was duly adopted in accordance with the requirements of the Declaration of Condominium at a properly noticed meeting of the membership pursuant to the requirements under Florida law and the Association's governing documents.


The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

WITNESSES:

OCEAN CLUB I CONDOMINIUM
ASSOC., INC. OF ST. AUGUSTINE BEACH


Print Name: Ann Beverly
Address: 8818 Goodbys Executive Drive
Jacksonville, FL 32217


By: 
Paul Walters
Its: Secretary


Print Name: Barry Ansbacher
Address: 8818 Goodbys Executive Drive
Jacksonville, FL 32217

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Instrument was acknowledged before me by means of physical presence or online notarization, on this 15th day of July 2024, by Paul Walters, as Secretary of Ocean Club I Condominium Assoc., Inc. of St. Augustine Beach, who are personally known to me or who have produced _____ as identification.

(Seal)


Notary Public, State of Florida
Print Name: Hannah S. Rullo



**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
OCEAN CLUB I CONDOMINIUM**

The *Declaration of Condominium of Ocean Club I Condominium* is recorded at Book 556, Page 292, in the official records of St. Johns County, Florida, as amended (“Declaration”).

Substantial rewording of Declaration. See Declaration for present text.

Paragraph 14 of the Declaration shall be amended in its entirety to read:

14. Rental of Units. Unit owners shall have the absolute right to lease their units provided such leases are subject to the covenants and restrictions contained in sub-paragraphs below, elsewhere in this Declaration, and in the By-Laws.

A. The party who signs a rental contract must occupy the rented unit for the duration of the contract period. Sub-leasing or third-party occupancy is not permitted. The minimum rental period at Ocean Club I is 30 days. This amendment shall only apply to Members who acquire their ownership interest after the date of recording this amendment in the public records of St. Johns County, Florida.

B. Pets, of any kind, are not permitted in rental units.

Paragraph 22 of the Declaration shall be amended in its entirety to read:

22. Remedies for Violations. For violation or a breach of any provision of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association and members thereof, or an institutional first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists and summarily abate or remove the same at the expense of the owner, provided, however, the Association shall then make the necessary repair or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry or abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement. Further, the Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the Association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate. The Association may also suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. In any enforcement action, the prevailing party to the dispute shall be entitled to recovery of attorneys' fees and costs expended throughout the enforcement process, both before litigation is filed and through any mediations which may occur, as well as the interest, attorneys' fees and costs resulting from any administrative action, collection action, post-judgment actions, appeals or bankruptcy.

Paragraph 23 of the Declaration is added and shall in its entirety read:

23. Prohibition Against Smoking, Use of Ignited Tobacco Products or e-Cigarettes on Common Elements and Certain Limited Common Elements. Smoking, to include the use of ignited tobacco or any other herb or plant product, or e-Cigarettes, is strictly prohibited within the community. This prohibition applies to all areas within the community, including but not limited to, the Common Elements, Courtyard, pool, all decks, balconies and patios.