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COVENANTS AND RESTRICTIONS

OSPREY BLUFF

CLAY COUNTY

645 188

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, 2850 Corporation and The Kegan Corporation, doing business as Osprey Bluff, a joint venture, (hereinafter called "Developer"), is the owner of all the land shown on the plat of Osprey Bluff, according to plat thereof recorded in Plat Book 16, Pages 65 and 66 of the public records of Clay County, Florida, (hereinafter called "Plat" or "Said Plat"), and

WHEREAS, Developer desires to place certain covenants and restrictions of record affecting the property shown on said plat and the future development for a period of time as hereinafter set forth; and

WHEREAS, Developer desires to serve notice upon all persons and their successors, who shall hereafter take title to any portion of said property or any lot or lots shown on said plat,

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the Developer for itself and its successors and assigns does hereby restrict the use, as hereinafter provided, of all the lands included in and shown on the plat of Osprey Bluff, according to plat thereof recorded in Plat Book 16, Pages 65 and 66, public records of Clay County, Florida, all of said land included in said plat being hereinafter sometimes referred to as "said land", and does hereby place upon said land the following covenants and restrictions to run with the title to said land and the Grantees of any deed conveying any lot or lots, parcels or tracts shown on said plat or any portions thereof shall be deemed by the acceptance of such deed or deeds to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions, as hereinafter set forth, to-wit:

1. For purposes of these covenants and restrictions, the term "lot" shall mean any numbered lot as shown on Said Plat and the terms "waterfront lot" or "waterfront lots" are hereby defined as lots 1 through 14 inclusive.

2. Said land shall be used for residential purposes exclusively. No structure shall be erected, altered or permitted to remain on any lot other than one (1) single family dwelling not to exceed two (2) stories in height, together with an attached garage and necessary outbuildings. The term "outbuildings" shall be construed to include only a pool and poolhouse, a detached garage, a children's playhouse or a green house. In no event shall a detached storage or tool shed or building be placed or maintained on any lot, and no other detached building or structure shall be placed, erected or maintained on any lot without the prior written approval of the Architectural Control Committee as hereinafter established. All of said outbuildings shall be located on that part of each lot lying between the house located on said lot and the rear lot line. For these purposes the rear lot line of all waterfront lots located on said plat shall be deemed the line of said lot abutting Swimming Pen Creek. Provided further, that no children's play house shall be located or constructed on said

land unless same is placed in such a fashion so as not to be visible from any street abutting any such lot and no such play house shall be located or constructed in any trees located on said land.

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3. No building shall be located on any lot nearer than 40 feet from the front lot line, except lots 7 through 20 which shall have a 75 foot front setback, and no nearer than 10 feet from any side lot line, and no nearer than 25 feet from any rear lot line. The above set back lines shall be measured from the respective lot lines to the foundation of any building for purposes of determining compliance with these set back requirements. The front lot line mentioned in this paragraph is deemed to be the line abutting a dedicated street as viewed from the front of the dwelling. No building constructed on a corner lot shall be constructed nearer than 25 feet to the side street abutting said lot. Provided, however, that no building shall be located on a waterfront lot nearer than 50 feet from the rear lot line thereof (adjacent to Swimming Pen Creek) as shown on the Plat of Osprey Bluff. The rear yard set back lines (waterfront side of lots 1 through 14 inclusive) established herein shall not apply to the location and construction of pools, patios and decks.

4. No residential dwelling shall be placed on any lot which dwelling contains an area of less than 1,700 square feet of heated area. In computing said 1,700 square feet, such computation shall be exclusive of attached garages, carports and open or screened porches. Additionally, the ground floor of any two story residential dwelling constructed on any lot shall contain a minimum of 1200 square feet of heated area, exclusive of open or screened porches and attached garages and carports.

5. No fences shall be constructed or placed on any portion of any lot lying between the residential dwelling constructed on said lot and the street or streets abutting said lot. Provided, however, that this provision shall not be construed to prevent the location of hedges or other natural growth in or on the above described portion of any lot or to prevent the construction of any wooden or stone fences for the purposes of enclosing patios or other areas contiguous to the dwelling located on any such lot. No barbed wire fence shall be placed or maintained on any portion of any lot. No fence constructed of any other material shall be placed or maintained on any portion of any lot without the prior approval of the Architectural Control Committee in accordance with paragraph 9 below.

6. No trash cans, garbage cans or clotheslines shall be located on any lot so as to be visible from any street abutting said lot, except when incident to normal trash collection.

7. All buildings constructed on any lot shall be constructed of such materials as brick, stone, new wood, used wood when in good condition and when in context with the architectural design of the building. No painted or exposed concrete blocks or bricks or metal siding shall be used.

8. An Architectural Control Committee of not more than three (3) members is hereby established, hereinafter referred to as "the Committee". Said Committee shall initially be composed of the following members:

Kenneth J. O'Leary

1148 Broken Arrow Drive
Orange Park, Florida 32073

Robert S. Porter

1148 Broken Arrow Drive
Orange Park, Florida 32073

Wayne Vaughan

1148 Broken Arrow Drive
Orange Park, Florida 32073

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant. No member of the committee, nor its designated representative, if any, shall be liable to any lot owner or any person or entity at law or in equity for any decision or act or failure to act, pursuant to the authority to approve or disapprove various plans or specifications as set forth herein. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

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9. Construction of buildings, fences, and/or other facilities, structures, or appurtenances shall not commence on any lot until the proposed plans and specifications for such construction have been reviewed and approved in writing by the committee, or its representative. Plans and specifications must include, but may not be limited to, two (2) complete sets of detailed construction plans with specifications for same and with exterior finishes and colors clearly shown and must further include two (2) copies of the plot plan showing the proposed location of the building and other structures, such as drives, parking areas, fences, and other proposed construction. This same procedure shall apply to proposed alterations. After review, one (1) set of the plans and specifications marked "approved" or "rejected" will be returned to the owner for corrections and resubmittal or for commencement of construction, whichever the case may be. In the event approval or rejection of the plans and specifications is not provided by the committee within thirty (30) days following receipt of request and other documents as outlined herein, the provisions of this paragraph shall be deemed waived. Provided, however, that such waiver shall apply only to the requirements for submitting plans and specifications for approval and shall in no way be construed as waiving any of the other covenants and restrictions set forth herein.

10. The committee may approve or reject proposed plans and specifications and construction materials for any reason, including, but not limited to, aesthetics, composition, color, texture, fire resistance and durability. Bright paint colors shall not be used. The use of white paint in the exterior painting scheme may be used when approved. Approved stain and varnish may be used when the coloration resulting from such use is in keeping with the color restriction of this paragraph, provided, the committee may approve or reject, for any reason and as a matter of discretionary judgment, any proposed paint, stain or varnish color. Garage doors and other exterior doors shall be constructed of a material and of a design which harmoniously and architecturally blend with the building. All such doors shall be painted, stained or varnished in accordance with painting restrictions of this paragraph.

11. The Architectural Control Committee established herein shall in no way be empowered or authorized to grant any variances in or exceptions to these covenants and restrictions, which power and authority is and shall remain vested in the Developer, its successors and assigns.

12. All purchasers of lots shall maintain said lots and all improvements, including but not limited to the yard, buildings, landscaping and other facilities in a neat and clean manner. Provided, however, the provisions of this paragraph shall not be construed to require any lot owner to clear any natural growth located on such lot prior to construction of a dwelling thereon.

13. No duplex, garage apartment, apartment house, tent, shack or barn shall be erected or placed on or allowed to occupy any lot, nor shall any basement, houseboat, motor home or travel trailer or other outbuilding be placed or erected on any lot to be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any lot. No dwelling shall be occupied as a residence unless substantially completed nor shall any unfinished structure be allowed to remain on any lot for more than twelve months from the date of commencement of construction of same. No house trailer or mobile home shall be permitted to remain on any lot for any purpose.

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14. No commercial vehicles or school buses shall be kept, stored or maintained on any lot nor shall any boat be kept, stored or parked on any lot unless same is maintained inside a garage or is otherwise out of view of the street abutting the front property line.

15. No swimming pool or any other structure which is allowable under these covenants and restrictions, shall be constructed on any lot unless said construction is done simultaneously with or subsequent to the construction of the single family residence on said lot.

16. No yard lighting devices except such lighting devices as are normally used at portals, driveways, or which are soffit mounted for illuminating around the immediate perimeter of the dwelling shall be erected on any lot (except as provided in paragraph 26, nor shall any high intensity lights be erected on any lot in such a fashion as to create a nuisance or annoyance to any other lot owner.

17. No lot may be used or maintained as a dumping ground for rubbish, nor shall any inoperable automobile or appliances be placed or permitted to remain on any lot, right-of-way, or easement either temporarily or permanently except for purposes of normal pick-up by garbage or trash collection agencies. All trash, garbage and waste shall be kept in closed sanitary containers.

18. No commercial activities whatsoever shall be carried on or conducted on any lot including but not limited to home occupations as defined by the Clay County Zoning Ordinance.

19. No obnoxious or offensive activities shall be carried on or conducted on any lot nor shall anything be done thereon which shall constitute an annoyance or a nuisance to the neighborhood.

20. No commercial advertising or display signs and no large or unsightly signs may be permitted on any lot, excepting however, customary "for sale" or "for rent" signs used in residential sales and leasing.

21. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Provided, however, that dogs, cats and household pets may be kept so long as they are not bred or maintained for commercial purposes and do not cause a nuisance or public aggravation to any other lot owner and are not kept in unreasonable numbers.

22. No living tree or trees of 10" DBH (diameter breast height) or greater may be cut or removed from any lot, without the prior written approval of the Architectural Control Committee, excepting however, such trees that are growing within ten feet of a residential dwelling or appurtenant outbuildings or swimming pools allowed hereunder and except as provided in paragraph 26 hereof.

23. The Developer and any owner of the South 1 foot of the West 50 feet of Lot 11, running parallel and adjacent to the waters of Swimming Pen Creek, by acceptance of a deed therefor, voluntarily covenants and agrees to relinquish any right to a dock for ingress and egress to Swimming Pen Creek and will use the dock on Tract A in lieu thereof for as long as the dock on Tract A shall continue to exist.
24. The owners of Lot 10 and Lot 11 shall in no event construct a dock within 50 feet of the dock on Tract A.

25. No man made or artificial structures, including fences shall be placed on any waterfront lot which unreasonably restricts the view of Swimming Pen Creek by any other waterfront lot owner. Provided, however, that the following shall not be construed as an unreasonable obstruction of view:

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(a) the location of any residential dwelling and appurtenant outbuildings upland from the rear set back line established herein.

(b) any minimum fencing of swimming pools required by any governmental authority.

(c) the location of pools, decks and patios consistent with the provisions of paragraph 3 above when same extend from or are contiguous to the dwelling located on any lot.

Provided, however, that no fences, man-made or artificial objects or planted shrubbery exceeding a height of 4 feet above the ground level shall be constructed, placed or maintained on that portion of any waterfront lot lying between the rear lot line (line adjacent to Swimming Pen Creek) and 50 feet upland from said rear lot line.

26. The construction and maintenance of property line fences are allowed on any lot except as same are specifically prohibited, or limited in size, by the terms of these covenants and restrictions.

27. No free standing, above ground swimming pools shall be placed or constructed on any lot.

28. The location of one tennis court per lot is specifically allowed hereunder provided that:

(a) Said court is located between the dwelling and the rear lot line and the location has been approved by the Architectural Control Committee.

(b) Said court is constructed during or after construction of the dwelling of said lot.

(c) No trees lying within the proposed court site of a 15" DBH or greater are removed in order to construct said court.

(d) No high intensity lighting is used in conjunction with said court which creates an annoyance to the owner or owners of any other lot.

29. No window air conditioning units shall be installed on any building without prior written approval of the Architectural Control Committee.

30. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be located on any lot until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee.

31. These covenants and restrictions are to run with the title to the lots as shown on the plat of Osprey Bluff and shall be binding on all purchasers of any lot or lots in said subdivision and all persons claiming under them until January 1, 2006, at which time they shall be automatically extended for successive consecutive periods of ten (10) years each unless they are amended, altered or cancelled by a majority vote of the then owners of lots covered by these covenants and restrictions evidenced by an instrument recorded in the public records of Clay County, Florida.

32. The Developer hereby reserves for itself and its successors and assigns, and shall have the absolute right, but not the obligation:

(a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, provided, however, that this shall not prevent the developer from waiving or amending any restrictions as to building set back lines and minimum square foot requirements as to any lot or lots,

(b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein,

(c) to include in any contract, deed or other instrument hereinafter made relating to any particular lot or lots, any additional covenants and restrictions applicable to the said lot or lots which do not lower the standards of the covenants and restrictions herein contained, and,

(d) to release any lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building set back lines, minimum square foot requirements and provisions hereof relating thereto) if the developer, in its sole judgment, determines such violation to be an insubstantial violation.

33. If any owner of any lot or the successors or assigns of said owner shall violate or attempt to violate any of the covenants and restrictions set forth herein, it shall be lawful for any other person or persons owning any lot covered by these covenants and restrictions, including the developer, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent such violation or to recover damages therefor. The right of the developer to enforce in law or in equity these covenants and restrictions shall not be construed an obligation to do so. Additionally, Developer hereby reserves a continuing right and easement (but not the obligation) to enter upon any lot for the purpose of removing any rubbish, trash, garbage or sign or billboard existing on such lot in violation of the Covenants and Restrictions.

34. All driveways which are constructed across a swale or ditch shall be constructed utilizing culverts of a size and design as may be required from time to time by Clay County. Additionally, the design and location of the septic tank and drainfield on any lot shall be determined by a registered engineer and approved by the Clay County Health Department prior to installation.

35. The Developer, at or about the time of recordation of these Covenants and Restrictions, has or will have incorporated Osprey Bluff Community Association, a Florida non-profit corporation (hereinafter called "Association"), membership of which is composed of owners of lots in Osprey Bluff Subdivision. A primary purpose of this corporation is to take and hold title to Tract "A" as shown on plat of Osprey Bluff and to maintain same together with the dock located at the Westerly end of Tract "A" and extending into Swimming Pen Creek, as well as to regulate the use and enjoyment of said Tract "A" and dock (hereinafter collectively referred to as Tract "A"). In furtherance of these objectives, the following shall apply:

(a) Every owner of lots 15 through 40 inclusive shown on said plat shall, upon acceptance of the deed of conveyance of said lot, automatically become a member of the association, which membership shall be appurtenant to and may not be separated from ownership of such lot. Additionally, every owner of lots 15 through 40 inclusive shown on said plat shall have a right and easement to the use and enjoyment of "Tract A", which shall be an appurtenance to and shall pass with title to such lot. Membership in the association and the easement to the use and

enjoyment of "Tract A" shall be subject to the limitations hereinafter set forth and the rights herein granted to the association.

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(b) Developer shall convey "Tract A" to the Association upon the earlier of:

- (1) Such time as the Developer desires to do so;
- (2) two (2) years from the recording of these Covenants and Restrictions, or
- (3) at such time as thirty-four (34) lots have been sold by the Developer.

Until such conveyance, the Association shall not control "Tract A" nor be responsible for maintaining same, nor have the right or ability to assess monies from lot owners. Provided, however, that lot owners shall have the benefit of the easement for the use and benefit of "Tract A" from the date they take title to their respective lots without regard to the date of conveyance of "Tract A" to the Association by the Developer.

(c) Upon the conveyance of "Tract A" to the Association by Developer, the Association shall hold title thereto for the use and benefit of all members of the Association as hereinabove defined, all in accordance with the following:

(1) The Association shall be responsible for maintaining "Tract A", the promulgation of reasonable rules and regulations governing the use thereof by its members, the making of any improvements on "Tract A" desired by its members in accordance with the provisions hereof the payment of all ad valorem taxes or other taxes, if any, assessed against "Tract A", the payment of any insurance coverage maintained by the association and to pay any other expenses reasonably incurred by the association in connection herewith and the establishment, assessment and collection of annual assessments and/or special assessments to accomplish the above.

(2) Until January 1st of the year immediately following the conveyance of "Tract A" to the association, the maximum assessment which may be imposed by the Association (the initial assessment) shall be \$25.00 per lot. Thereafter the Board of Directors of the Association may fix the amount of an annual assessment in any amount less than the initial assessment or in any amount not in excess of the initial assessment (or previous annual assessment, whichever was most recent) plus 5% thereof. This limitation shall not apply to any annual assessment approved by the affirmative vote of a majority of the votes cast at a meeting of the association members duly called for that purpose and at which a quorum was present. Special assessments may be levied by the Association upon the affirmative vote of three-fourths (3/4) of the votes cast at a meeting of the Association members duly called for that purpose and at which a quorum was present, provided that the funds generated by any special assessment must be used for construction, reconstruction or replacement of a capital improvement upon "Tract A" including fixtures and personal property related thereto.

(3) All assessments, annual and special, shall be fixed at a uniform rate as to all lots, owned by members of the association, except that Developer's liability for assessments whether annual or special, which are attributable to lots which:

(i) are still owned by and in the name of Developer, and,

(ii) upon which no residence has been constructed and completed, shall be limited to one-half of the assessment on all other lots.

(4) The initial assessment shall be due thirty (30) days after written notice thereof is mailed to members at the last known address of such member, as maintained by the Association. Annual assessments shall be determined by the Association at its annual meeting each year and shall be due likewise thirty (30) days after written notice thereof is mailed to lot owners. Special assessments shall be due on the date and in the manner set by the members of the Association in the resolution which establishes the amount of such special assessments. O.R. 645 sec 174

(d) The Developer, for each of lots 15 through 40 inclusive in the subdivision, hereby covenants, and each owner of lots 15 through 40 inclusive by the acceptance of a deed therefor, is deemed to covenant and agree to pay the Association annual and special assessments, (as hereinabove provided for). From and after the date of mailing of notice of assessments, the annual and special assessments, together with interest, costs and reasonable attorney's fees (whether said be filed or not) shall be a charge upon the land and shall be a continuing lien upon the lot or lots as to which each such assessment is made, notice of which may be filed in the public records of Clay County, Florida. Said lien shall be enforceable and may be foreclosed by and in the name of the Association by an action filed in a court of competent jurisdiction. Each such assessment, together with interest, cost of collection and reasonable attorney's fees (whether suit be filed or not) shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. The personal obligation for the delinquent assessments shall not pass to his successor in title unless expressly assumed by him.

(e) It shall be the responsibility of each member to keep the Association informed as to such member's name and current mailing address. The Association shall, upon the request of the member, or holder of a mortgage on any lot, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid, and if not, the amount then due. Such certificate shall be binding on the association as the matters set forth therein.

(f) In addition, the owners of waterfront lots may, at their option, join the association by paying all annual dues and any special assessment then due or previously approved during the year of joining and thereby be entitled to the rights and privileges of membership. Provided, however, the failure to pay any future annual or special assessments within thirty (30) days of when due shall cause their automatic expulsion from membership but in no event shall any lien attach to any waterfront lot on account of such non-payment of assessments.

36. Invalidation of any one or more of these covenants and restrictions by judgment or court order or otherwise, shall in no way affect the legality of any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, 2850 Corporation and The Kegan Corporation, have caused these Covenants and Restrictions to be executed by their ^{vice} Presidents, Robert S. Porter and Kent K. Moles, and their corporate seal to be hereunto affixed, this 27th day of October, 1981.

Signed, sealed and delivered
in the presence of:

Charles R. Hironaka
Blanton

2850 CORPORATION

By:

Kent K. Moles
VICE-President

(Corporate Seal)

Armas L. Hironen
Kent K. Motes

THE KEGAN CORPORATION

BY:

Robert S. Porter
Vice-President

(Corporate Seal)

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STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
27th day of October, 1981, by Kent K. Motes, Vice-President of 2850 Corporation
and Robert S. Porter, Vice-President of The Kegan Corporation.

Armas L. Hironen
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1982
Issued by American Notary & County Clerks



FILE NO. 81-13411
OFFICIAL RECORDS NO. 645
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NOV 3 10 20 AM '81
NOTARY PUBLIC
CLAY COUNTY, FLA.

