

COVENANTS AND RESTRICTIONS

RIDAUGHT LANDING UNIT 2

770 572

CLAY COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, NODE, INC., a Florida corporation (hereinafter called the "Developer"), is the owner of all of the lands shown on Plat of RIDAUGHT LANDING UNIT 2, according to plat thereof as recorded in Plat Book , Pages and of the public records of Clay County, Florida; and

WHEREAS, said Developer, in developing said subdivision, is desirous of placing certain covenants and restrictions upon the use of all of the lands shown on said Plat of RIDAUGHT LANDING UNIT 2, according to plat thereof recorded in Plat Book , Pages and of the public records of Clay County, Florida, and is desirous that said covenants and restrictions shall run with the title of the lands hereby restricted;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the lands included in said Plat of RIDAUGHT LANDING UNIT 2, all of the lands included in said Plat being hereinafter sometimes referred to as "said land", and the undersigned Developer does hereby place upon said land the following Covenants and Restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels or tracts shown on said Plat or any parts or portions thereof shall be deemed by the acceptance of such deed 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 follows:

(1) SINGLE FAMILY RESIDENCE ONLY: TWO STORIES LIMIT. The term "lots" as used herein shall refer to the numbered lots in the numbered blocks as shown on said Plat. The lots shown on said Plat shall be used for residential purposes only, except as hereinafter provided for in paragraph No. 6, infra. No structure shall be erected, altered or permitted to remain on any lot shown on said Plat other than for use as a single family residence. Without the approval of the Developer, the height of the main residence on each lot shall be not more than two (2) full stories above the normal surface of the ground. No building situated on any lot shall be rented or leased separately from the rental or lease of the entire property. Nothing herein contained shall be construed to prevent Developer to use any lot for a right-of-way for road purposes or easements in which event none of the restrictions herein shall apply.

(2) MOTORISTS' VISION TO REMAIN UNOBSTRUCTED. The Developer shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

(3) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE. No principal residence shall be erected or allowed to remain on any lot unless the square footage area thereof, exclusive of decks, porches, screened porches, garages and storages rooms, shall equal or exceed 1,000 square feet.

(4) SET BACK FOR RESIDENTIAL STRUCTURES. No residential structure shall be located on any residential building plot, including attached garage or carport, nearer than 25 feet to the front lot line nor nearer than 25 feet to any side street line, nor nearer than 25 feet to the rear lot line, nor nearer than 10 feet to any side lot line.

(5) OTHER STRUCTURES. The following buildings, structures and objects may be erected and maintained on a lot only if the same are located wholly within the rear yard of the main dwelling, and at least 25 feet away from any side street lot lines and at least 25 feet from the rear lot line; pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks, lines, washing and drying equipment, laundry rooms, tool and workshops, servant quarters, garbage and trash cans, detached garages, hot-houses, greenhouses, guest houses, bathhouses, children's playhouses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installations in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such structure or object shall be walled, fenced, or sufficiently landscaped, using materials and with sufficient height, design and construction that such objects shall be obstructed from view from the outside of the lot. Air conditioning units may be installed at the side of the residence providing the noise from same will not disturb their neighbors. Each such unit must be adequately and ornamentally screened.

(6) RESUBDIVIDING OR REPLATTING. Developer reserves the right to resubdivide or replat lot or lots shown on said Plat for any purposes whatsoever, including right-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided lot or fractional part or parts thereof, having an area less than the smallest lot shown on said Plat, and the restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements.

(7) FENCES. Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 25 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than 5 feet from the normal surface of the ground. Other than a chain link fence, no fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Developer or its duly appointed representative.

(8) ALL STRUCTURES TO BE APPROVED BY DEVELOPER. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, driveway, swimming pool, or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot and approximate square footage, construction schedule and such

other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction and the materials of which it is proposed to erect the same.

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(9) NO PARKING OF VEHICLES, BOATS, ETC. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked between the paved road and the residential structures. They may be so kept if completely inside a garage attached to the main residence or within the rear yard. Private automobiles of the occupants may be parked in the driveway on the building lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in front or side yard of any lot. No trailers shall be maintained or kept on any lot.

(10) WINDOW AIR CONDITIONERS. Unless the prior approval of the Developer has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

(11) NO OVERHEAD WIRES. All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Electric service is provided by Clay Electric Cooperative, Inc., through underground primary service lines running to transformers. The Developer has provided underground conduit to serve each lot, extending from the point of the applicable transformer to a point at or near a lot line, and such conduit to each lot shall be, become, and remain the property of the owner of the lot. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense in the secondary electric service conduits, wires (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence building on the lot and all of the same shall be and remain the property of the owner of each lot. The owner, from time to time, of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.

(12) COMPLETION OF COMMENCED CONSTRUCTION. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the property owner shall install at his expense a suitable paved driveway from the

paved portion of the abutting street to his garage entrance. During the construction of any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding.

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(13) NO PICNIC AREAS PRIOR TO CONSTRUCTION. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon.

(14) NO SHEDS, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary residence, and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer/or portable construction shack of attractive design on any lot used in connection with the construction or sale of houses being built in this subdivision for no longer than thirty-six (36) months.

(15) RESIDING ONLY IN RESIDENCE. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

(16) SIZE OF SIGNS. No sign of any character shall be displayed or placed upon any lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design specified by the Developer. The Developer may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

(17) COMMERCIAL SIGNS. Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

(18) AERIALS AND ANTENNAS. No radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a lot or on any portion of any lot occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Developer.

(19) MAIL BOXES. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. When the United States mail service or the newspaper or newspapers involved shall make delivery to a wall receptacle attached to the residence, each property owner shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

(20) PETS. Not more than two dogs, or two cats, or four birds (excluding parrots) or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Developer, the animal or animals become dangerous, or constitute an annoyance or nuisance in the neighborhood or nearby property or become destructive of wild life, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times.

(21) NO OFFENSIVE ACTIVITIES. No illegal, <sup>770</sup>noxious <sup>576</sup>or offensive activity shall be carried on or permitted on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land or upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted to be on any part of said land or road right-of-ways.

(22) WELL LIMITATION: WATER SUPPLY. No well of any kind shall be dug or drilled on any one of said lots to provide potable water for use within the structures to be built upon the said lot or lots, and no potable water shall be used within said structures to be built upon said lots unless potable water is obtained from the Clay Utility Company exclusively, or its successors or assigns. Nothing herein shall be construed to prevent the digging of a well to provide water for use in the yard or garden on any lot or tract. The foregoing restriction against digging or drilling a well to supply water for use within the structure shall not apply where the water is to be used exclusively for the purpose of air conditioning such structure, or for pool purposes.

(23) SEWAGE DISPOSAL. All domestic sewage from any building on said lots must be disposed of through the sewage lines or through the sewerage lines and disposal plant owned or controlled by the Clay Utility Company, or its successors or assigns. No water from air conditioning systems or swimming pools shall flow into the sewerage disposal lines of the Clay Utility Company and nothing other than domestic sewerage in its strictest sense shall be discharged into the sewerage disposal of the Clay Utility Company except the owner shall have the right to drain a swimming pool no more than four times in a calendar year during the term of this Agreement.

(24) WATER AND SEWAGE RESERVATIONS. The Provisions of the Agreement for the exclusive right to supply potable water and domestic sewer service entered into between the owner and the Clay Utility Company dated October 9, 1973, recorded in Official Records Volume 313, page 36, public records of Clay County, Florida, on August 27, 1974, and as amended by instrument recorded in Official Records Volume 314, page 588, public records of Clay County, Florida, on September 9, 1974, shall be a reservation and condition running with the land and shall be binding upon the successors, transferees and assigns of the owner, shall be binding upon any builder building on the property of the owner, and shall be binding upon all purchasers of property from the owner, its successors, transferees and assigns.

(25) UTILITY EASEMENTS ON SIDES AND REAR OF LOTS. The Developer for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain, and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in,

over and under all of the easements shown on said Plat (whether such easements are shown on said Plat to be for drainage, utilities or other purposes) and on, in, over and under a five foot strip along the interior side lot lines of each lot. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lot, subject to the privileges, rights, and easements referred to in this paragraph, shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on said Plat are and shall remain private easements, and the sole and exclusive property of the Developer and its successors and assigns. In the event that any lot in this Plat is subdivided then the side lot line will be deemed to have been moved according to its new dimensions and the former ten foot side line restriction in paragraph 4 will thus be deemed to have been eliminated and the five foot easement, as well as the side line restriction in paragraph 4, will be deemed to follow on each side of the new lots thus created.

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(26) DEVELOPER MAY CORRECT VIOLATIONS. Wherever there shall have been built or there shall exist on any building plot any structure, building, thing, or condition which is in violation of these Covenants and Restrictions, the Developer, as a lot owner, after ten (10) days written notice, shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer liable in any way for any damages on account thereof.

(27) APPROVAL OF DEVELOPER. Wherever in these Covenants and Restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. Such request shall be sent to Developer by registered mail with return receipt requested. In the event that the Developer fails to act on any such written request within thirty (30) days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action, except as referred to in paragraph 8, supra, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants and Restrictions herein contained.

(28) DEVELOPER MAY DESIGNATE A SUBSTITUTE. The Developer shall have the sole and exclusive right at any time from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions or under the provision of said Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said Plat. Nothing herein contained however, shall be construed as conferring in said committee except in the event aforesaid.

(29) MASTER DRAINAGE PLAN, ASSOCIATION AND ASSESSMENTS.

The developer has constructed, or is in the process of constructing, a drainage system for this development.

This system is part of the master drainage system for Ridaught Landing Unit 2 and any other Unit which may be hereafter platted and which discharges stormwater runoff into the master drainage system. (hereafter referred to as the Units or said Units).

The master drainage system will include a Tract or Tracts which will be used for stormwater retention or detention in accordance with Chapters 17.25, 40C-4, and 40C-40 of the Florida Administrative Code.

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Said Tracts are and shall remain privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, except as hereinafter provided, and the owners of the lots shown on the plat of Ridaught Unit 2 or any other of the said Units shall not acquire and shall not have at any time any right to go upon or make any use of or place any structure or object on said Tracts, or any rights, title, interest, easements, or privileges of any kind in, to, over, upon, or with respect to said Tracts. Should the owners of lots in said UNITS or any other persons, be permitted or allowed any rights to the use of any part of said Tracts, either by acquiescence or by express consent of the Developer, all such rights may be terminated or cancelled by the Developer without cause or liability. Without in any manner limiting the foregoing provisions of this Paragraph 29 it is specifically provided that:

(a) No lot owner shall have any right to pump or otherwise remove any water from said Tracts for the purpose of irrigation or for any other use, nor to place rocks, docks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes, fences, shrubbery, hedges, buildings or structures of any kind on any portion of said Tracts, nor shall any lot owner (including any member of his family or guest) be permitted to fish, hunt, boat, swim or bathe in said Tracts; the Developer shall have the sole and absolute right, with no obligation, to control the water level of said Tracts; the Developer shall have the sole and absolute right to control the use at all times of said Tracts.

(b) The Developer shall maintain said Tracts until such time as said Tracts are accepted for maintenance by Clay County, Florida, as part of the master drainage system of said Units, PROVIDED, HOWEVER, in the event Clay County, Florida, has not accepted said Tracts for maintenance as part of the master drainage system of said Units within two (2) years from the date hereof, Developer shall have the right to form an Improvement Association to be incorporated under the laws of the State of Florida as a non-profit corporation (hereinafter called the "Association"), and to convey said Tracts to said Association for maintenance. In the event Developer forms such an Association, the membership of the Board of Directors thereof shall consist of not less than five (5) members to be designated initially by the Developer, a majority of whom shall be owners of lots in RIDAUGHT LANDING UNIT 2 or any other of said Units and all of said lot owners shall be members of the Association. Said Association shall have the right to establish such by-laws, rules and regulations, as it may deem necessary and to levy reasonable annual maintenance assessments against all of the lots in said Units for the purpose of maintaining said Tracts as part of the master drainage system of said Units.

(c) The Association shall have the sole and complete responsibility for operation and maintenance of said Tracts. Operation and maintenance shall conform to the standards specified in Chapters 17.25, 40C-4 and 40C-40 and any other applicable statutes.

(d) The initial assessment shall be due thirty (30) days after written notice thereof is mailed to lot owners at the last known address of such owner, as maintained by the Association. Annual Assessment 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 assessments.

(e) The Developer, for each lot in the subdivision, hereby covenants, and each owner of any lot by the acceptance of a deed thereof, is deemed to covenant and agree to pay the Association annual and special assessments, (as hereinabove provided). 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 suit 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.

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(f) It shall be the responsibility of each lot owner to keep the Association informed as to such owners' name and current mailing address. The Association shall, upon the request of the lot owner, 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 to the matters set forth therein.

(g) If, subsequent to the formation of said Association and conveyance by Developer of said Tracts to said Association, Clay County, Florida agrees to accept said Tracts for maintenance as part of the master drainage system of said Units, said Association shall then convey title to said Tracts to Clay County, Florida, at which time said Association shall be dissolved. After paying all debts of said Association, if any, including any costs in connection with its dissolution, any funds then remaining shall be paid to Clay County, Florida as an aid in contribution for maintenance of said master drainage system.

(h) The owner of each lot, by the acceptance of a deed to such lot, shall be deemed to have agreed to join in any petition filed by Developer and/or said Association requesting Clay County, Florida, to accept said Tracts for maintenance as part of the master drainage system of said Units.

(30) AMENDMENTS OR ADDITIONAL RESTRICTIONS. The Developer reserves and shall have the sole right (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, (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 or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the Covenants and Restrictions herein contained, and (d) to release any building plot from any part of the Covenants and Restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgement, determines such violation to be a minor or insubstantial violation. Amendments by Developer will require VA approval.

(31) AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS. In addition to the right of the Developer provided in paragraph 30 hereof, the Developer reserves and shall have the right, with the consent of the persons then owning 75% or more of the platted lots shown on the Plat of RIDAUGHT LANDING UNIT 2, to amend or alter these Covenants and Restrictions and any parts thereof in any other respects. The word "persons" as used in this paragraph, shall mean and include Developer.

(32) ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS. No property owner, without the prior written consent and approval of the Developer, may impose any additional covenants and restrictions on any part of the land shown on the Plat of these subdivisions.

(33) RESTRICTIONS EFFECTIVE PERIOD. These Covenants and Restrictions numbered 1 through 34, as amended and added to from time to time as provided herein, shall, unless released as herein provided, be deemed to be covenants and restrictions running with the title to said lands and shall remain in full force and effect until the first day of January, A.D. 2030, and thereafter, the said Covenants and Restrictions shall be automatically extended for successive periods of 25 years each. Amendments may be made to these Covenants and Restrictions during the first 50 years by not less than 75% of the lot owners, unless six months prior to the first day of January A.D. 2030, or within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said Plat be placed on record in the Office of Clerk of the Circuit Court of Clay County, Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such agreement shall be executed and recorded as provided for above in this paragraph, these original Covenants and Restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

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(34) LEGAL ACTION ON VIOLATION. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these Covenants and Restrictions, it shall be lawful for the Developer or any person or persons owning any lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations; PROVIDED, HOWEVER, that the owner or occupant of any residence on any lot on said land shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any builder and/or construction company for violating any of these Covenants or Restrictions during the course of constructing any improvements authorized by these Covenants and Restrictions. The remedies in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any Covenant or Restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no way impair the validity or the remaining restrictions or part thereof.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed on this 22 day of December, 1983 by Developer, acting by and through its undersigned officers, who are thereunto duly authorized.

Signed, sealed and delivered in the presence of:

Jeffrey L. Bond

MODE, INC.

BY: [Signature]  
Vice President

Attest:

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STATE OF FLORIDA

COUNTY OF CLAY

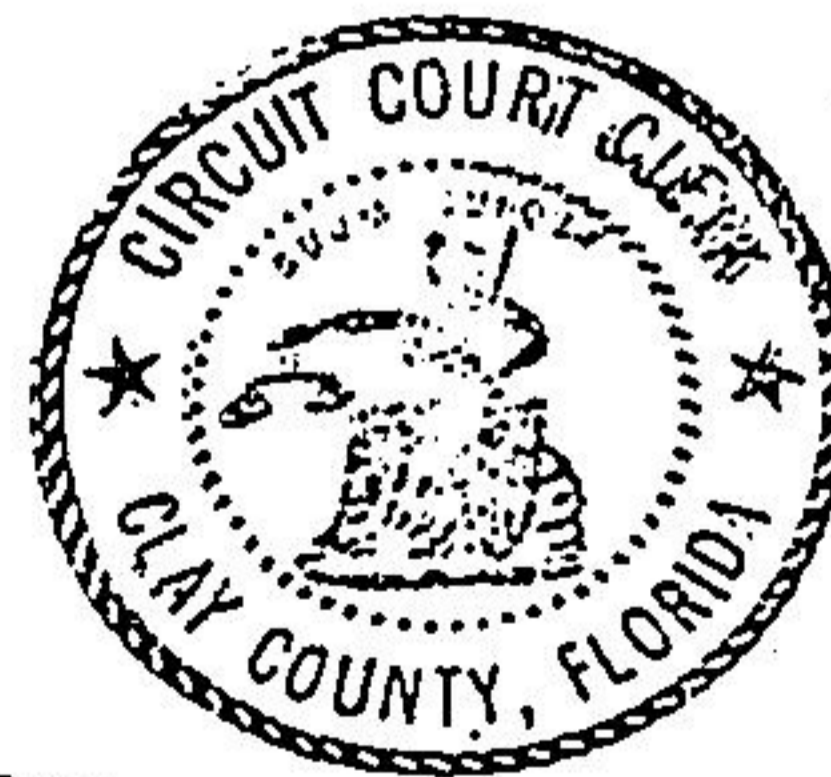
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State of County aforesaid to take acknowledgments, personally appeared KENNETH J O'LEARY and [Signature] to me known to be the persons described in and who executed the foregoing Covenants and Restrictions as VICE-PRESIDENT and [Signature], respectively, of MODE, INC., the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 22<sup>nd</sup> day of December, 1983.

Robert S. [Signature]  
Notary Public, State of Florida  
My Commission Expires: 2-10-84



(NOTARIAL SEAL)



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[Signature]  
CLERK CIRCUIT COURT