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Prepared By and

Record & Return To:

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BENTWOOD AVENUE SUBDIVISION
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by Coastal Edge Court, LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Jacksonville, County of Duval, State of Florida, being all of that real property known as **Bentwood Avenue Subdivision**, as shown on plat thereof recorded in Plat Book 64, pages 107, 108 and 109, hereinafter referred to as "Bentwood Avenue Subdivision" or "The Property" or "Properties", being more particularly described on Exhibit "A" attached hereto and incorporated herein. Declarant desires to maintain the beauty of the Property to assure high quality standards for the enjoyment of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following covenants, restrictions and easements, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with title to the above described real property, and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **Definitions:** The term "**Developer**" or "**Declarant**", as used hereinafter, shall mean COASTAL EDGE COURT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, and any successor and assign it designates to continue the responsibilities and authority set forth herein. The term "**Association**", as used hereinafter, shall mean BENTWOOD AVENUE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. The term "**Roads and Ways**", as used hereinafter shall mean the roads, easements, rights-of-ways, parking areas and common areas located within the Properties. The term "**Lot(s)**", "**Building Site(s)**", or "**Site(s)**" shall mean the individual parcels within the Properties being Parcels as described on Exhibit "A" hereof and such portions thereof as may be conveyed to third parties for construction and/or ownership of residential dwellings ("Unit") (or portions thereof) located

thereon, together with the easements and rights-of-way appurtenant thereto. The term “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Site, including contract sellers, but excluding mortgagees or lienors. The term “**Surface Water or Stormwater Management System**” means a system which is defined and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42, F.A.C.

2. Uses:

2.1 No use of the Properties shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution or which is hazardous by reason of excessive danger of fire or explosion or injurious to any Building Site on said Properties or neighboring property or in violation of the applicable laws or regulations of any governmental authority having jurisdiction. All of the Building Sites on said Properties shall be used solely for residential purposes or such other purposes, as shall be specifically approved in writing by the Association. No temporary buildings, trailers or the like shall be permitted on any Building Site on said Properties except those incident to construction while a dwelling is being constructed on the site.

2.2 Solar Panels, skylights, satellite dishes, air conditioning units, cooling towers, vents and any other structure or equipment which rises above the roof line shall not be permitted unless architecturally compatible or effectively shielded from view by architecturally sound methods which shall be shown on the plans and specifications submitted to the Declarant and unless approved by the Declarant in its sole discretion.

2.3 No animals or livestock or poultry of any kind shall be kept on any Lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems. The Association further reserves the right, but not obligation, to demand that an Owner permanently remove from property all pets which create disturbances or annoyances that constitute nuisances in the sole discretion of the Board of Directors.

2.4 No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Common Facilities without written approval of the Association. The Association shall install group mailboxes.

2.5 There shall be no advertising allowed on any vehicles parked upon the Roads and Ways unless approved by the Declarant.

2.6 If a building is leased, a copy of each lease shall be delivered to the Association at or before the time the tenant takes possession of the space.

2.7 Clotheslines: No clotheslines or other clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from any Common Property or other portions of the Property where it would be visible from any Common Road or any other Lot.

2.8 The Declarant may from time to time adopt reasonable rules regarding parking and traffic on Common Facilities. The parking of vehicles in the Roads and Ways shall be further restricted as follows:

- (a) Trucks or vans rated one-half (½) ton or less, used as the Owner's regular or usual form of transportation, shall be permitted in the Roads and Ways. Trucks or vans of more than one-half (½) ton are not permitted to be parked in the Roads and Ways unless present solely for the actual and continuous delivery of materials or for repair or construction of a building.
- (b) Boats, campers and trailers shall not be permitted to park in the Roads and Ways. There shall be no overnight parking of vehicles in the Roads and Ways.
- (c) No vehicle shall be parked on any lawn, yard, travel area or streets, or other area not intended for vehicular use.

2.9 Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

3. **Landscaping:** The Declarant/Developer shall landscape the twenty foot (20') buffer area on lot 1 and lot 6 (with grass &/or low shrubbery). The Declarant/Developer shall landscape the area between the street curb and sidewalk within the development. The Declarant shall install and the Association shall maintain two underground sprinkler system for the purpose of watering all shrubbery and lawn areas in the above mentioned landscaped strip areas on lot 1 and lot 6. The sprinkler system of each site shall be "tied-in" to main water lines. Wells and pumping equipment to be installed by the Developer and conveyed to the Association for supplying water for the sprinklers on each Site. All landscaped areas and lawns, including, but not limited to, those required under this paragraph, shall be maintained in good condition by the Association. At the time lot 1 is conveyed the adjacent Southerly 20' buffer area, including the grass, shrubbery and sprinkler system, shall convey and the ownership and responsibility of maintenance shall transfer to said owner. At the time lot 6 is conveyed the adjacent Southerly 20' buffer area, including the grass, shrubbery and sprinkler system, shall convey and the ownership and responsibility of maintenance shall transfer to said owner. **HOWEVER, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR YARD MAINTANCE AND LANDSCAPING OF THE PROPERTY THAT IS LOCATED SOUTH OF THE BRICK WALL WHERE IT EXTENDS TO THE SIDEWALK.**

4. **Parking**: On-site paved parking shall be provided meeting the requirements of all governmental authorities. No use shall be made of a Building Site on said Properties or any building constructed thereon which requires or is reasonably expected to require or attract parking in excess of the parking capacity of the facilities maintained therefore on said Properties. Parking will not be permitted on streets. All paved parking shall tie-in uniformly with the paved roads in Bentwood Avenue Subdivision and shall be constructed and arranged in accordance with the requirements of the Developer.

5. **Construction Standards**: No building shall be permitted on said Properties unless it is of permanent type construction nor unless the exterior design and the materials and colors used on the exterior of the building, as well as the type and extent of exterior lighting to be used on the improved Site, shall be approved by the Developer. All improvements shall be constructed in compliance with the plans and specifications approved by the Developer and shall consist of a **minimum of 1,800 square feet**. No building shall be erected, altered, placed or permitted to remain on any Lot or Reconfigured Lot, other than one detached single family Residence.

6. **Plan Approval**: Construction or alteration of any improvement (which term as used in this paragraph shall be deemed to include building, auxiliary building, signs, walls, fences and landscaping) shall comply with all governmental requirements and meet the standards and be approved as set forth in these protective covenants. Prior to construction or alteration of any improvement on a Building Site the Owner of the Site must submit to the Developer two sets of complete plans and specifications for such construction or alteration. No such construction or alteration of any improvement shall be commenced, unless such plans and specifications and the location of all improvements are first approved in writing by the Developer. If the Developer shall fail to approve or disapprove said plans and specifications and location within thirty (30) days after written request for such approval, then such approval shall not be required, provided however, that any improvement erected without the Developer's approval of the plans, specifications and location thereof shall conform to and be in harmony with existing structures erected on said Properties and otherwise be in compliance with these Covenants and Restrictions.

7. **Signs**: The Developer considers that the appearance and lettering style and size of signs are of equal importance as the architectural design of the structure and must comply with City ordinances and be approved in writing by the Developer. No "for sale" or "for rent" sign may be erected or maintained on any Site unless the size and design thereof are first approved in writing by the Developer.

8. **Setbacks and Plot Coverage**: No dwelling shall be nearer to any boundary line (front, sides or rear) of a Building Site than is permitted by applicable zoning, building and land-use ordinances, rules and regulations.

9. **Open Storage**: No storage of any articles, goods or materials shall be permitted on the property outside any dwelling except with the prior written approval of Developer.

10. **On-Site Maintenance**: The Owner of any Unit shall have the duty of and responsibility for (i) keeping the premises, buildings, improvements, appurtenance so that they will conform to these protective covenants and in a well-maintained, safe, clean and attractive condition at all times, (ii) complying in all respects with all government, health and policy requirements, and (iii) removing promptly at his own expense any rubbish of any character whatsoever which may accumulate on the Site. Trash or rubbish must be placed in covered containers manufactured and provided for such use. Trash or rubbish may not be placed or stored between any dwelling and the curb of any abutting street. In the case of vacant Sites, Owner shall have the Site cleared of all weeds and underbrush and grassed for maintenance by the Association, until such time as improvements are placed on said Site. If, in the opinion of the Developer, any Owner fails in any duty and responsibility of the Owner set forth in this paragraph, then Developer may give such Owner notice of such failure and such Owner must, within ten (10) days of such notice, undertake the amount of care and maintenance required to restore said Owner's Site to a safe, clean, attractive and lawful condition complying with these protective covenants. Should any such Owner fail to fulfill this duty and responsibility after such notice, then Developer shall have the right and power, but not the obligation, to perform such care and maintenance. The Owner of the Site on which such work is performed by Developer shall be liable for the cost of any such work and shall promptly reimburse Developer for the cost thereof. Upon designation of the Developer, the Association shall undertake the Developer's duties hereunder and shall inure to the benefit of the Developer's rights hereunder.

11. **Payments Due Developer**: If any Owner shall fail to pay the Developer/Association any sum due by that Owner under the provisions of Paragraph 10 hereof within thirty (30) days after being billed therefore by the Developer/Association, then the Owner shall be liable to the Developer/Association not only for the amount so due but also interest from the date of billing at the rate of Eighteen percent (18%) per annum and attorney's fees and costs incurred by Developer/Association incident to the collection of the sum so due or the enforcement of the lien therefore and the Developer/Association shall have a continuing lien upon such Owner's Unit to secure payment by Owner of the sum so due, but such lien shall be subordinate to the lien of any then existing and recorded first mortgage. Upon request the Developer/Association shall furnish to any Owner or mortgagee of a Unit written information as to whether the Unit Owner is then indebted to the Developer/Association for any sum which could result in a lien against the particular Unit under the provisions of this paragraph.

12. **Utilities**: All electric, telephone and other utilities lines on the Building Site must be underground. It shall be the responsibility of the Owner or occupant of each Site to make direct arrangements with the supplier of electricity, water, sewer and any other utilities services to the Site.

13. **Minor Violations**: Where a dwelling or other improvements have been or are about to be erected on any Building Site in such manner as to constitute a minor violation of or variance from the covenants and restrictions herein set forth, the Developer shall have the right to waive or release the variance or minor violation. The Developer shall have the absolute right to determine whether a violation or variance is minor. All obligations to pay assessments or other

sums by unit owners shall remain the obligations of the owners and not their lessees, regardless of the term or conditions of the lease agreement.

14. Easements for Utilities, Etc.:

14.1 Declarant hereby reserves for itself, so long as Declarant owns any portion of the Properties, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties, including the Units, to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining, and operating cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems, walkways and pathways; drainage systems, irrigation systems, street lights, and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas, electricity, and utility meters; and for the purpose of installing any of the foregoing on property which Declarant or the Association owns or within easements designated for such purposes on Plats. This easement shall include the right of Declarant, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) to enter and/or access the attic area and floor slab of each Unit for the purpose of installing, replacing, repairing, maintaining, monitoring, or operating any of the foregoing.

14.2 Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes.

14.3 There is hereby reserved to Declarant, so long as Declarant owns any portion of the Properties, the exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Properties. In addition, Declarant, on behalf of itself, its successors and assigns, licensees, and lessees, hereby reserves the right to grant easements over the Common Area, and to enter into reasonable agreements for use of portions of the Common Area, for the maintenance and operation of kiosks or other equipment or structures for commercial purposes as Declarant, in its sole discretion, deems appropriate and consistent with the scheme of development for the Properties. By way of example, but not limitation, a kiosk containing an automated bank teller machine for use by Owners, occupants, invitees, and members of the public may be a consistent, appropriate use of the Common Area.

14.4 Declarant, its successors or assigns, shall have the right to enter into such lease agreements or other contractual arrangements as it deems appropriate, in its discretion, subject to appropriate maintenance obligations and reasonable payment as Declarant shall require, which agreements may be assigned to and bind the Association and the Owners. The general public may have non-exclusive easements of pedestrian and vehicular access, ingress, and egress over the streets and parking areas within the Properties as reasonably necessary to permit access to and use of such kiosks or other equipment or structures.

14.5 Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. Except in an emergency, the exercise of these easements shall not extend to permitting entry into any Unit, nor shall it unreasonably interfere with the use of any Unit, without first affording reasonable notice to the Owner or occupant.

14.6 The Properties are subject to an easement in favor of Declarant or the Association, as the owner of the Common Area, and the neighboring properties for the natural or controlled flow of stormwater across the Properties; provided, this Section shall not permit changes to the existing stormwater flow without the approval of Declarant for so long as Declarant owns property described on Exhibit "A", and the Association.

14.7 The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

15. **Swale Maintenance:** The Developer has constructed a Drainage Swale upon each of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, OAKS AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY,

EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERRED HEREIN. FURTHER, ALL OWNERS AND USES OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST AND OF NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR LAKE BOTTOMS.

16. Right of Entry: INTENTINALLY DELETED.

17. Easements to Serve Additional Property: Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and Mortgagees, an easement over the Common Areas for the purposes of enjoyment, use, access, and development of any property which may be annexed hereto, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the property. Declarant agrees that it, its success or assigns, shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any private roadway serving such property.

18. Declarant's Exclusive Right and Easement to Tap into Existing Utilities: Declarant hereby reserves for itself its duly authorized agents, representatives, and assignees, the exclusive right to tap into, or permit adjacent property owners to tap into, existing utilities (including, without limitation, water, sewer, electric, telephone, and fiber optic systems), and the stormwater

drainage and runoff systems or facilities within the Properties. Declarant shall have the exclusive right to assign or delegate its rights under this Section to any other Person or entity. Declarant and any duly authorized agents, representatives, and assignees shall have an easement over the Common Areas of the Properties to exercise their rights under this Section. All tap-in fees or hook-up charges shall be paid by each individual Lot owner upon connection.

19. Property Rights/Easements: Developer hereby grants to the present and future owners of the Properties (or of any part or portion thereof), and to the lawful occupants of any improvements now or hereafter built thereon, and to their guests, invitees, employees, agents, tenants and to delivery, pickup and fire protection personnel, police and other authorities of the law, U.S. Mail and parcel carriers, representatives of utilities authorized to serve said Properties, and to holders of any mortgage liens on said Properties (or any part or portion thereof), a non-exclusive and perpetual easement for access, ingress, egress, parking and utilities over, upon and across the property described on Exhibit "A" attached hereto. The easement hereby granted shall be appurtenant to and shall pass with the title to the property described in Exhibit "A", or any part or portion thereof, whether or not this easement shall be referred to in any deed, mortgage or conveyance conveying or encumbering title. Each present and future owner of any part or portion of the Properties, whether or not it shall be so expressed in any deed or conveyance, shall be deemed to covenant and agree to the covenants and restrictions contained in this Declaration. The easements hereby granted are subject to:

(a) the right of the Association to charge reasonable assessments for the maintenance of the property encumbered by this easement and drainage and utilities easements hereinafter described.

(b) the right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his unit remains unpaid.

(c) the right of Owners to the non-exclusive use of parking spaces as provided in this paragraph.

(d) Ownership of each Unit shall entitle the Owner or Owners thereof to the non-exclusive use of the automobile parking spaces located on the Road and Ways of the property, together with the right of ingress and egress in and upon said parking areas. No parking spaces on the Roads and Ways shall be assigned to any Owner or any person for exclusive use. The parking spaces shall be used in accordance with additional rules and regulations that may be adopted by the Association.

(e) The Association, its employees and agents shall have an easement on, over and across all the Properties for the purposes of carrying out its obligations hereunder and as specifically set forth in Paragraphs 14, 15 & 16 above, and for the purpose of installation and maintenance of drainage and utilities facilities within the easements reserved by the Developer in Paragraphs 14, 15 & 16 above.

20. Association Membership and Voting Rights:

20.1 **Membership:** Every Owner shall be a member of the Association; provided, however, that any person or entity who holds such title merely as security for the performance of an obligation shall not be a member of the Association.

20.2 **Voting Rights:** The Association shall have two classes of voting membership:

(a) **Class A:** Class A Members shall be all Owners with the exception of the Developer while the Developer is a Class B Member. Class A Members shall be entitled to one vote for each Unit, which such Class A Member owns. When more than one person holds an interest in any Unit, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Unit.

(b) **Class B:** The Class B Member shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease and be converted to Class A membership when the Developer no longer owns any property within the Property or when the Developer, in his sole discretion, elects to convert his Class B Membership to Class A Membership. When the Class B Membership ceases, the Class B Member shall be deemed a Class A Member entitled to the same number of votes on the same basis per acre as all other Class A Members.

20.3. **Amplification:** The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owner set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration shall control anything in the Articles of Incorporation or Bylaws to the contrary.

21. Assessments:

21.1 The Declarant, for each Unit owned within the properties, and each Owner of any Unit or portion thereof by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association (1) regular assessments or charges as may be imposed now or hereafter, and (2) special assessments for capital improvements, or other matters, such assessments to be established and collected as hereinafter provided. Provided however, the Developer shall be required to pay only 25% of the regular assessments with respect to any Lot or Lots owned by Developer. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is

made; provided, however, that such lien shall be subordinate to any existing and recorded first mortgage upon the property against which such lien is asserted. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of all persons or entities who were the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

21.2 Annual Assessments: The assessments levied by the Association shall be used exclusively for the maintenance of the entrance sign (if any), the maintenance of all landscaping on the Properties, (after initial installation of landscaping by the Developer of the Units), Roads and Ways, parking areas, sidewalks and common area, and for providing and maintaining entrance and other common lighting (and the electricity) and the main water line(s), wells, equipment and pumps for the sprinkler system to be installed as required by Paragraph 3 above, for the maintenance of drainage and utilities facilities and easements and for paying the monthly water and sewer charges assessed for service to the Properties, maintaining the exterior building surfaces and materials, including building entry ways and stoops, siding, and trim, and all pipes, ducts, flues, wiring, and other portions of mechanical and electrical systems which serve more than one Unit. The Association also shall maintain the non-structural components of the roofs (e.g., shingles, decking, and other surface roofing materials), including seals, sealant, caulking, and all other roof systems; provided, all other portions of the roof system (e.g., trusses), and any vents, fans, plumbing stacks, or other items attached to or protruding through the roof shall be the maintenance responsibility of the Unit Owner being served by such systems or items. Additionally, the Association shall be responsible for the roofs, trash removal, insurance on any common area, and any other normal maintenance charge reoccurring which is approved by the association. **The Annual Assessment shall be Five Hundred and No/100 (\$500.00) Dollars.**

(a) The Board of Directors of the Association shall fix the regular assessment at an amount not in excess of the maximum amount that may reasonably be anticipated to be required to pay for the items described in subparagraph (22.2) above.

(b) In addition to any regular 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 unanticipated or necessary expenditure, construction, reconstruction, repair or replacement of the Roads and Ways, parking areas or sidewalks, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Written notice of any meeting called for the purpose of taking any action authorized under subparagraphs (22.2), (a) or (b) shall be sent to all Owners (at the address set forth in the Owner(s)' real estate tax bill for the Unit, or if none, the most current address on file with the Association) not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the

required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(d) Both regular and special assessments must be fixed at a uniform rate per lot, and may be collected in advance on a yearly basis.

(e) **Special Assessments**: The regular or any special assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(f) **Emergency Assessments**: The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters, as determined by the Board of Directors in its sole discretion, that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves of this Article, any unexpected expenditures not provided by the Budget or unanticipated increases in the amounts budgeted. Any such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

(g) **Lot Assessments**: In addition to the Annual and Special Assessments authorized above, the Board of Directors, by majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided in this Declaration; any construction, reconstruction, repair or replacement of a capital improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

(h) **Commencement of Annual Assessments**: The Annual Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner, other than Developer. The initial Annual Assessment on any Lot subject to Assessment shall be collected at the time title to such Lot is conveyed to Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual Assessments

charged to each Lot prorated to the day of closing on a per diem basis. Any other Assessments shall be paid in full without proration.

(i) **Capital Contribution:** In addition, at the closing and transfer of title of each Lot to the first Owner, other than Developer or a builder constructing the Initial Improvements thereon, such Owner shall make a working capital contribution to the Association in the sum of One Thousand and 00/100 dollars (\$1,000.00) per Lot. These contributions to the Association shall be used for the purpose of defraying the initial and nonrecurring capital expenses of the Association, and to provide initial working capital for the Association. Such contribution shall not be considered for the Association of Annual Assessments.

(j) **Covenants for Maintenance Assessments for Association:** Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

22. **Nonpayment of Assessments and Remedies:**

(a) **Creation of Lien:** All Assessments shall be together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (together, the "Assessment Charge"), a charge and continuing lien upon each Lot subject to this Declaration. This lien provided for in this Section shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.

(b) **Owner's Acceptance:** The Assessment Charge is also the personal obligation of the person or entity, which was the Owner of such Lot at the time when the Assessment was levied and of each subsequent Owner thereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessment Charge established or described in this Article. Each Owner, by his Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot.

(c) **Late Fees, Interest:** Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

(d) **Remedies:** The Association may bring an action at law against the Owner or Owners personally obligated to pay such Assessment charge or foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board of Directors, by majority vote, shall have the right to assess fines and to suspend the voting rights and the right to the use of the Common Property by an Owner for any period during which any Assessment against his Lot that is more than thirty (30) days past due remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the other provision of its rules and regulations or of this Declaration.

23. **Rights and Obligations of the Association:** The Association shall be responsible for the maintenance, operation, management and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. Subject to the rights of the Owners set forth in this Declaration, the Association has the following rights and responsibilities:

(a) to provide storm water drainage to the Property; to maintain, improve, repair, replace and operate drainage easements, surface and subsurface drainage systems and drainage retention basins, lakes or ponds located on or serving the Property; and/or any other utility facilities that the Association may determine are reasonably necessary or appropriate for the Property;

(b) to keep, repair, maintain and replace roadways and parking surfaces in the Roads and Ways located on real property owned by the Association in a good, safe and clean condition and in good repair;

(c) to keep all directional signs, pavement markings and striping in the driveway areas and parking areas distinct and legible;

(d) to repair, replace and renew lighting in the parking and driveway areas as may be necessary;

(e) to hold fee simple title to the Common Facilities (except the portions of driveways or parking areas located within a Building Parcel) and to pay taxes and assessments on, and insurance premiums for policies insuring real and personal property owned by the Association;

(f) to pay all utilities and related costs for Common Facilities (including extraordinary assessments or other exactions required by the utility provider);

(g) to create and fund such reserve accounts as may be determined by the Board;

(h) to access and collect funds from its Members for the necessary and reasonable costs of providing the services and facilities specified herein.

(i) to carry out the duties of the Association as specified herein and to enforce the terms and conditions as specified in this Declaration; and

(j) In fulfillment of its duties, the Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association deems are proper or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for the legal and accounting services necessary or desirable in connection with the enforcement of this Declaration or its Articles or Bylaws.

24. **Reservation of Rights to Release Restrictions:** In each instance where a structure has been erected, or construction thereof has substantially advanced, in such manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an exception to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots and shall be recorded in the public records of the County.

25. **No Liability:** Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

26. Party Walls:

(a) General Rules of Law to Apply. Each wall is built as a part of the original construction of an dwelling upon the Properties and placed on the dividing line between portions of such Lot conveyed to different parties shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

(d) Weatherproofing, Damage or Destruction. Notwithstanding any other provision of this paragraph, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements or causes damage to or destruction of a party wall shall bear the whole cost of furnishing the necessary protection against such elements or cost of repairing or replacing the party wall, as the case may be.

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successor in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

27. General Provisions:

(a) Invalidation of any provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

(b) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded in the public records of Dual County, Florida, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant in his sole and

absolute discretion during the Five (5) year period commencing with the recording of this instrument in the public records of Dual County, Florida, and thereafter by an instrument signed by persons or entities entitled to cast not less than Seventy-five percent (75%) of the votes in each class. Any amendment must be recorded in the public records of Dual County, Florida.

(c) If any person, firm, corporation or other entity shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Developer, the Association or any person owning any Building Site on said land (I) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant or restriction or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing all or any such violation. The remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

(d) The Developer may include in any contract or deed hereafter made and conveying all or any part of said Properties any additional covenants and restrictions applicable to the land so covered which are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

(e) The addition of titles to the various paragraphs of this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

(f) Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

(g) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, THE DEVELOPER has caused this instrument to be duly executed by its Managing Member

Signed, sealed and delivered in the presence of:

COASTAL EDGE COURT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

[Signature]
Witness:
Jim Johnston
Witness:
Maureen Johnston
WITNESS:


[Signature]
By: JONATHAN W. MASON, III
Its: Managing Member

STATE OF FLORIDA
COUNTY OF ~~ST. JOHN~~ *Duval*
mkj

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JONATHAN W. MASON, III, as Managing Member of Coastal Edge Court, LLC, a Florida Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same on the behalf of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of February, 2008.

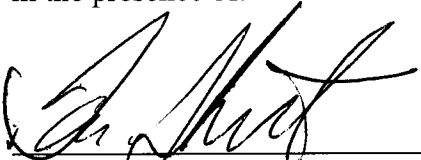
[Signature]
Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Maureen K. Johnston
Commission # DD506646
Expires: FEB. 03, 2010
Bonded Thru Atlantic Bonding Co., Inc.

IN WITNESS WHEREOF, THE DEVELOPER has caused this instrument to be duly executed by its Managing Member

Signed, sealed and delivered in the presence of:

COASTAL EDGE COURT, LLC,
A FLORIDA LIMITED
LIABILITY COMPANY



Witness:

Jim Johnston
Witness: Maureen Johnston

Witness:

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Deval
m.k.g.



By: Karen K. Mason

Its: Managing Member

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared KAREN K. MASON, as Managing Member of Coastal Edge Court, LLC, a Florida Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same on the behalf of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of February, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Maureen K. Johnston
Commission # DD506646
Expires: FEB. 03, 2010
Bonded Thru Atlantic Bonding Co., Inc.

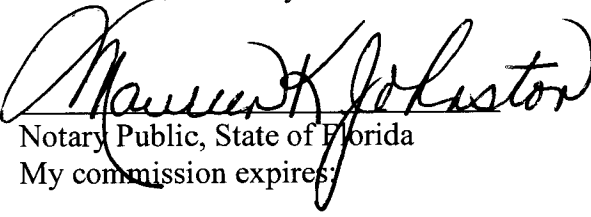

Notary Public, State of Florida
My commission expires:

EXHIBIT "A"

A PART OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12207, PAGE 1712 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 01°01'10" EAST, A DISTANCE OF 263.00 FEET TO THE NORTH RIGHT OF WAY LINE OF BENTWOOD AVENUE (FORMERLY SIMMONS ROAD AS SHOWN ON SAID PLAT OF INGLE FOREST UNIT 1), A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 88°18'20" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF BENTWOOD AVENUE, A DISTANCE OF 232.00 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9710, PAGE 876 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01°01'10" WEST ALONG THE EAST LINE OF THOSE LAST SAID LANDS AND A LINE LYING 188.00 FEET EAST AND PARALLEL TO SAID THALIA ROAD, A DISTANCE OF 263.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 11725, PAGE 519 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88°18'20" EAST, ALONG THE SOUTH LINE LAST SAID LANDS, A DISTANCE OF 232.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.40 ACRES OR 61,015 SQUARE FEET, MORE OR LESS.