

Prepared by and After Recording Return to:

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**DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS
& PARTY WALL AGREEMENT**

for the

**LAMBO'S PLACE UNIT 1
TOWNHOME PROJECT**

Re: 30/34/38/40 Dutton Island Road East

**DECLARATION
OF
COVENANTS, RESTRICTIONS, EASEMENTS
& PARTY WALL AGREEMENT
FOR
LAMBO'S PLACE UNIT 1
TOWNHOME PROJECT**

THIS DECLARATION is made this 12 day of January, 2024, by and between Dutton Island PSL, LLC, a Florida limited liability company (referred to as the "Developer" hereinafter), which declares that the real property described as:

Lots 1, 2, 3 and 4, LAMBO'S PLACE UNIT 1, as according to the Plat thereof recorded at Plat Book 79, Page 143-145, of the current, official records of Duval County, Florida.

being commonly numbered and addressed as 30, 34, 38 and 40 Dutton Island Road East, Atlantic Beach, Florida 32233, and referred to hereinafter as the "Property," shall hereafter be held, transferred, sold, conveyed, occupied, used, managed, maintained, repaired, improved and replaced subject to the covenants, easements, licenses, conditions, restrictions, agreements, charges, liens and all other matters set forth in this Declaration, which shall all be deemed covenants running with the land and passing with title to the above-described property, and which shall be binding upon and inure to the benefit of the Developer and all parties having or acquiring in whatsoever manner any right, title or interest in the property or any part thereof, all as more specifically provided hereafter:

**ARTICLE 1
RECITATIONS, PURPOSE AND MUTUALITY**

Section 1.1 Recitations of Fact. The following recitations of fact are accepted as true and made a material part hereof:

1.1.1 Developer is the lawful owner of the Property;

1.1.2 Developer has developed the Property with two (2) multi-family structures, each structure containing two (2) Townhomes with each Townhome located on one of the four (4) separate lots and Parcels platted within the Property, each Townhome having a common and Party Wall with another Townhome coincident to a line separating the Parcels, to be sold individually;

1.1.3 Each Townhome Parcel utilizes separate water meters, electrical meters and other utility services;

1.1.4 Each Townhome Parcel is more fully utilized and the value enhanced by the provision of a mechanism for allocating the special and unique burdens and benefits flowing to and between Townhome Owners separated by a Party Wall; and,

1.1.5 The City of Atlantic Beach, Florida (the "City"), being the municipal situs of the Property, requires that certain covenants be imposed on all properties to ensure that onsite stormwater storage structures and improvements installed by Developer on the Property are repaired and maintained in compliance with the City's Code of Ordinances.

Section 1.2 Purpose. This Declaration is made for the purpose of enhancing and protecting the value, enjoyment and marketability of each Townhome Parcel within the Property.

Section 1.3 Mutuality. This Declaration is made for the mutual and reciprocal benefit of every Townhome Parcel within the Property, and is intended to create mutual equitable servitudes upon each such Townhome Parcel in favor of the other Townhome sharing a common Party Wall with the former, and to create privity of contract and an estate between the Owner grantees of each and every Townhome Parcel within the Property, their heirs, executors, administrators, legal representatives, successors, and assigns. Every person who takes title as an Owner of a townhome Parcel within the Property, shall be found to agree with all the terms and provisions of this Declaration, and shall be entitled to its benefits and subject to its burdens.

ARTICLE 2 DEFINITIONS & CONSTRUCTION

Section 2.1 Definitions. The following words, when used in this Declaration and denoted by capitalization, shall have the following meanings:

- 2.1.1 City. The City of Atlantic Beach, Florida.
- 2.1.2 Declaration. This Declaration of Covenants, Restrictions, Easements and Party Wall Agreement recorded in the real property records of Duval County, Florida, which - as may be amended from time to time in accordance with its terms - governs the various rights and responsibilities of one Townhome Parcel Owner to the others and to the City.
- 2.1.3 Developer. Dutton Island PSL, LLC, a Florida limited liability company with a registered address of 59 North Roscoe, Ponte Vedra Beach, Florida 32082, but only such assigns as may be expressly set forth in this Declaration or by way of separate deed.
- 2.1.4 Lambo's Place Unit 1 Townhome Project. A moniker used in this Declaration for convenience only to refer to the collective group of four (4) Townhome Parcels within the Property made subject to this Declaration.
- 2.1.5 Owner. Every person(s) who holds record, legal title to a Parcel.
- 2.1.6 Parcel. Any of the four (4) lots of the Property containing a Townhome.
- 2.1.7 Party Wall. The common party wall shared in common between two Townhome Parcels, as further defined and provided for elsewhere in this Declaration.
- 2.1.8 Townhome. Any of the four (4) residential townhome dwelling units and appurtenant features (2 structures with 2 common Party Walls) constructed by the Developer upon each of the Parcels.
- 2.1.9 Yard. This Declaration may refer to the following described yards as a point of reference for certain restrictions and the enforcement thereof:
- 2.1.9.1 Front Yard. That area of a Parcel extending from a line parallel with the Townhome's outermost wall facing a street extending outward to the property lines.
- 2.1.9.2 Side Yard. That area of a Parcel to the side of a Townhome defined by a line extending parallel from the Front and Rear Yard lines.
- 2.1.9.3 Rear Yard. That area of a Parcel extending from a line parallel with the Townhome's rear outermost wall extending outward to the property lines.
- 2.1.9.4 Orientation of Lot 1. Notwithstanding anything to the contrary, for purposes of

erection of Perimeter Fencing and other lawful purposes, corner Townhome Parcel Lot 1 may be deemed to be oriented for yard purposes either by reference to the northerly or easterly street to the extent not inconsistent with law.

Section 2.2 Definitions Non-Substantive. The definitions of the capitalized terms set forth above and their use herein are for the convenience of the author and reader only, and are not intended as a substantive limitation on other express provisions of the Declaration except as the context may clearly indicate to the contrary.

Section 2.3 Headings. The numbered and underlined Article and Section headings are intended only for the convenience of the reader and shall not be considered in construing this Declaration.

Section 2.4 Gender/Plural. Unless expressly set forth otherwise to the contrary, when used in this Declaration, a gender-specific term shall be understood to include the opposite and equivalent gender-specific term, and references to a thing in the singular shall be understood to include the plural, except where such a construction would render meaningless the manifest clear intent.

Section 2.5 Construction. This Declaration shall be governed by and construed under the laws of the State of Florida including its "choice of law" provisions. Further, this Declaration shall be construed liberally to effectuate its intent and especially its remedial purposes.

ARTICLE 3 **PARTY WALL AGREEMENT**

Section 3.1 Creation of Party Walls. For purposes of this Declaration, the common line and wall dividing a Parcel and separating a Townhome shared in common by adjacent Owners within the same multi-family structure shall constitute a "Party Wall" as that term is legally understood, and to the extent not inconsistent with the clear terms of this Declaration, the general rules of laws regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The area of the foundation immediately below and the roof immediately above each Party Wall shall be regarded as part of the Party Wall for purposes of this Declaration. Further, notwithstanding the fact that a single Owner may own two adjacent Party Wall Parcels, no breach of the Party Wall between two Parcels shall be allowed except as may be required to effect temporary maintenance or repair.

Section 3.2 Cost & Maintenance of Party Wall. The cost of reasonable repair and maintenance of a Party Wall shall be shared jointly by the Parcel Owners sharing a Party Wall. The right of contribution of any Party Wall Parcel Owner to contribution from the other Party Wall Parcel Owner shall be appurtenant to ownership of a Parcel and shall pass with title.

Section 3.3 Party Wall & Contents Insurance. Each Townhome Parcel Owner shall carry and maintain in full force and effect a policy of fire, storm, wind, vandalism, theft and other casualty insurance including flood as may be applicable with coverage adequate to cover the full replacement cost of the Townhome, the Party Wall and other appurtenant improvements including contents located on the Owner's Parcel, and shall insure against damage to the Party Wall. In the event of damage or destruction, the Owner shall commence reconstruction within 120 days from date of casualty and shall repair or rebuild such Townhome and improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year, and in accordance with the provisions of this Declaration. Proof of the existence and terms of this policy shall be provided immediately to the adjoining Party Wall Parcel Owner upon reasonable demand.

Section 3.4 Townhome Exterior Maintenance & Cooperation. Maintenance, upkeep and repairs to any non-Party Wall features including exterior doors, windows, awnings, guttering, lighting, window fixtures, siding, screen doors, and other hardware appurtenant to each Townhome Parcel shall be the sole responsibility of the individual Parcel Owner who shall keep the Parcel together with Townhome and appurtenant features in good repair and clean condition, and shall not in any manner be the responsibility of any other Parcel

Owner including the other Party Wall Parcel Owner. However, cooperative action necessary or appropriate for the proper maintenance and upkeep of any area subject to an easement in common with others, and all other exterior surfaces including but not limited to any driveways shared between Townhome Parcels, as well as the foundation, and roofs, shall be taken by each Party Wall Parcel Owner.

Section 3.5 Materials & Style. No change from the Developer's original design, color, type, architectural style or materials of a Townhome's roof, shingling, foundation, siding, guttering, awnings, lighting, balcony, window, doors or other exterior Townhome feature, shall be made without the prior written consent of the adjoining Party Wall Parcel Owner, which consent shall not unreasonably be refused.

Section 3.6 Notice of Repair & Replacement. Written notice of non-emergency repairs, restoration or renovation to or replacement of a Party Wall, Townhome roof, shingling, guttering, lighting, awning, balcony, porch, foundation, structural component or other exterior Townhome feature including driveways, siding, windows and doors, or the installation of fencing, shall be provided to the adjoining Party Wall Parcel Owner not less than twenty (20) days prior to planned commencement. Such Party Wall Owner shall then have ten (10) days to provide written consent or refusal and if refused citing the basis by reference to any provision of this Declaration. If refused, an Owner may resort to such legal remedies as may be authorized by law. Such notice of emergency repairs as is reasonable shall be given also to the other Party Wall Parcel Owner with the consent or refusal given as promptly as possible subject to challenge as set forth above.

Section 3.7 Duty to Maintain Utilities. All utility lines, equipment, pipes and other fixtures installed on a Parcel commencing at a point where such fixtures enter the exterior walls of the Townhome shall be kept in good repair by the Parcel Owner thereof. Where a pipe, conduit, line or other fixture serves more than one Parcel, if any, the maintenance and upkeep thereof shall be shared jointly among Parcel Owners with each Owner responsible for that portion of maintenance associated with the amount of fixture, line, pipe or conduit which passes or connects into, under, over, through or under an Owner's Parcel and/or Townhome.

Section 3.8 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire, wind, flood, vandalism, theft or other casualty, either of the two Party Wall Parcel Owners may repair, restore or renovate it and the other adjoining Party Wall Parcel Owner shall contribute to the cost of repair, restoration or renovation thereof in equal proportion without prejudice to the right of any Parcel Owner to call for a larger contribution from the other under any rule of law regarding liabilities for negligence of willful acts or omissions.

Section 3.9 Weatherproofing. Notwithstanding any other provision of this Article, a Party Wall Parcel Owner who by its negligent or willful act, or that of its employees or agents, causes a Party Wall to be exposed to the elements or causes damage to or destruction of any Party Wall shall bear the whole cost of furnishing the necessary protection against such elements or the cost of repairing or replacing the Party Wall, as the case may be.

Section 3.10 Enforcement of Declaration. Any provision of *Article 3* of this Declaration may be enforced individually by any Party Wall Parcel Owner against the adjoining Party Wall Parcel Owner and any provisions of *Article 5* by any Owner against any other Owner, through the maintenance of any proceeding at law or equity, this provision being deemed supplemental and additional to any other cause of action to which an Owner may be entitled. Further, a Party Wall Parcel Owner who prevails against the other Party Wall Parcel Owner in any action shall be entitled to an award of all fees and costs including an award of reasonable attorneys fees related thereto. Jurisdiction and venue in any such action shall be in the appropriate court of the Sixth Judicial Circuit in and for Duval County, Florida.

Section 3.11 Claim of Lien Procedure. Notwithstanding any other available remedy, in the event a Party Wall Parcel Owner fails or refuses to perform any act required by this Article which can be reduced to a monetary amount, the non-defaulting Party Wall Parcel Owner may serve written demand upon the delinquent Party Wall Parcel Owner, demanding that such repairs, maintenance or other act required by this *Article 3* or by *Article 5* be made within thirty (30) days after service of such demand. If, after the expiration of thirty (30) days, the delinquent adjoining Party Wall Parcel Owner has failed or refused to meet the demands, the other Party Wall Parcel Owner may cause such repairs, maintenance or take such other actions deemed

necessary. In such event, the delinquent Party Wall Parcel Owner shall be indebted to the non-defaulting Party Wall Parcel Owners who shall have a lien against the delinquent Party Wall Parcel Owner's Parcel for the amount of the repair, maintenance or other action taken, provided that such lien shall be subordinate to the lien of any first mortgage encumbering said Parcel, and shall not be effective as against any bona fide purchaser unless recorded in the public records of Duval County, Florida. Such liens shall be enforced, foreclosed and/or satisfied thereafter in the manner provided by law.

ARTICLE 4 **DECLARATIONS OF EASEMENTS & RIGHTS**

The Developer makes the following declarations deemed covenants running with the land:

Section 4.1 Party Wall Easement & Easement For Minor Encroachments. The Developer grants or reserves perpetual, non-exclusive, mutual and reciprocal easements to each of the Party Wall Parcel Owners sufficient for the use, enjoyment, repair and replacement of the Party Wall in accordance with *Article 3* hereof. Developer further declares each Parcel shall be subject to an easement for minor encroachments by construction settling, overhangs, balconies, porches, other fences or sidewalks and the like as originally designed or constructed, and a valid easement for maintenance of same, so long as it stands, shall exist. In the event a Townhome building is partially or totally destroyed and then rebuilt, the Developer and Party Wall Parcel Owners agree that minor Party Wall or other encroachments of parts of the adjacent Party Wall Parcel due to repair or construction shall be permitted, and that a valid easement for maintenance thereof shall exist.

Section 4.2 Line Fencing Easement. The Developer grants or reserves a perpetual and non-exclusive easement in favor of each Parcel Owner running along and coextensive with each Parcel property line which abuts another Parcel Owner's property line, for the purpose of erecting, maintaining, repairing or replacing permitted fencing or perimeter landscaping in accordance with the terms of *Article 5* hereof, and for such purpose may temporarily access the property of the adjoining Party Wall Parcel Owner to the extent of 18 inches on either side of any and all such lines for such reasonable period of time as is necessary to erect, maintain, repair or replace same.

Section 4.3 Rights of Reverter. To the extent the Developer possesses any right of reverter or has any other type of reversionary interest in any land adjacent to a Parcel which is currently dedicated as a public right-of-way, the Developer releases, grants and conveys such right to each abutting Parcel Owner to the extent their interests may lie, as well as granting and releasing any further reversionary interests or other rights of reverter which Developer may have in and to the Property or attendant to ownership thereof.

Section 4.4 Grant of Easement for Utilities. The Developer grants and conveys a perpetual and non-exclusive easement, to all lawful providers of utilities now servicing the Townhome Parcels, their successor and such assigns as may be permitted by a Parcel Owner, including those providing electricity, water, sewer, cable, telephone, internet, fire and/or security monitoring services, allowing for ingress, egress and such interior access on and to the Property as is necessary to properly service the Townhome Parcels, and for such purpose to run such lines, wires, pipes, conduits and install such meters, boxes and fixtures in a good and workmanlike manner as unobtrusively as feasible over and across such minimum area of the Property as may be required.

Section 4.5 Easement for Drainage & Flowage. As reflected on the plat of Lambo's Place Unit 1 referenced hereinabove, Developer received an entitlement from the City to drain 50% of the stormwater runoff associated with/from Townhome Parcels lots 1-4 to lot 5 (now owned by City) so long as the first 50% of runoff is adequately retained on-site consistent with section 24-68 of the City's Code of Ordinances as may be amended. Accordingly, Developer grants or reserves an easement over, across, under and through Townhome Parcels lots 1-4 for the purpose of collection, detention and retention associated with the first 50% of stormwater runoff attributable to lots 1-4, and for the purpose of drainage/flowage of the remaining 50% over, across, under and through all such lots to drain/flow to lot 5. Further, each of lots 1-4 is required to accept the on-site stormwater overflow of all of the other lots and to allow same to flow over the particular lot to the next affected lot in accordance with the design of the stormwater management system. Finally, notwithstanding anything to the

contrary, no Townhome Parcel lot shall be permitted - whether pursuant to redesign, reconstruction or otherwise - to increase the amount or rate of drainage/flowage/runoff from such lot to any other Townhome Parcel lot or adjacent property, except with the consent of all of the owner's of every affected Townhome Parcel lot or adjacent property and only with the consent of the City, and with the current amount and rate of drainage/flowage/collection for each Townhome Parcel lot measured by reference to the engineering drainage calculations underlying the designs of the stormwater collection facilities as set forth at Exhibit A & Exhibit B hereto this Declaration.

Section 4.6 Reservation of Easements by Developers. For so long as the Developer owns a Parcel, the Developer reserves a perpetual and non-exclusive easement for ingress, egress and access over and to such of the Property as the Developer may find useful and convenient to its purposes or those of its assigns, including easements for utilities and service providers, and may grant other and further non-exclusive easements to third parties over the whole of the Property for so long as Developer owns any Parcel.

ARTICLE 5

USE RESTRICTIONS & DUTIES

The following benefits and burdens regarding the use and occupancy of the Parcels and Townhome improvements shall apply and inure to every Owner for the benefit of every other Owner, and shall be interpreted to apply to any user or occupant of a Townhome, the underlying Parcel or of any part of the Property, whether the user or occupant is an Owner or its family members, invitees, guests, licensees, tenants, employees and/or agents, and without regard to whether occupied or used in exchange for valuable consideration or not:

Section 5.1 Residential Uses Only. The Parcels shall be used for single-family residential purposes and, notwithstanding anything to the contrary, each Townhome Parcel shall be occupied by only one (1) single-family unit, and no more than three (3) unrelated persons may reside together within a Townhome nor more than six (6) persons total. No business or commercial activity shall be conducted on any part of a Parcel, excluding lawful Home Occupations undertaken in accordance with *Section 5.9* hereof, and no commercial, industrial or other structure not appurtenant to residential use shall be erected.

Section 5.2 No Nuisances, Illegal Uses or Hazardous Uses. No obnoxious or offensive activity shall be allowed, nor any use or practice which is the source of annoyance or nuisance to Owners or occupants, or which interferes with the peaceful possession and proper use of the Property. All portions of a Parcel and the Property shall only be used for lawful and not illegal purposes. Further no part of any Townhome or Parcel shall be used for the storage of or occupied by any hazardous substance or explosives.

Section 5.3 Location of Structures and Uses. Townhomes and all appurtenant structures shall be located always in compliance with local zoning ordinances and building codes, and more stringently as may be required to comply also with this Declaration.

Section 5.4 Type of Structures - Townhome or Single-Family Structures Only. Only one primary single-family structure of any size shall be allowed on a Parcel at any time, and no Townhome may be modified to create a multi-family structure/use on a Parcel (provided this shall not prohibit future redevelopment of two (2) Parcels with one (1) single-family structure or a single, two-family structure.)

Section 5.5 No Further Subdivision. No Townhome Parcel subject to this Declaration shall be further subdivided into any smaller lot or parcel.

Section 5.6 No Conversion. No part of a Townhome garage, balcony or porch appurtenant feature may be partially or fully enclosed so as to create livable, gross floor area, and this without regard to whether the space is heated or cooled, excepting only changes made during significant reconstruction or replacement with the consent of the adjoining Party Wall Parcel Owner.

Section 5.7 Driveways. Each Parcel Owner shall be responsible for maintenance of the

driveway serving his or her Parcel which shall be maintained in a neat and functioning condition.

Section 5.8 Rebuilding after Disaster. As far as possible, any Townhome or appurtenant feature partially or wholly destroyed by fire, wind or other casualty, shall be rebuilt at it previously stood on the original footprint with no allowance for expansion in any direction, and shall be reconstructed or repaired to the original specifications in terms of design, size, style, interior space, architectural features and embellishments, subject to change only with the consent of the adjoining Party Wall Parcel Owner.

Section 5.9 Home Occupations. Home offices or home occupations are permitted in accordance with law and local ordinance.

Section 5.10 Perimeter Fences. With general regard to all Townhome Parcels, in compliance with law and local ordinance, poles and fencing, double-sided or designed to not have an "unfinished" or "bad" side, not greater than six (6) feet in height, made of metal, wood, vinyl, PVC or like durable materials, may be installed, maintained and repaired along a Parcel's Rear Yard property line and extending from the corners of same perpendicular along the Side Yard property line towards the Front Yard up to a point not further than approximately the half-way point of the Side Yard except where necessary to completely enclose a side-facing door or built-in, plumbed outside shower. Fencing shall not be allowed in the Front Yard.

Section 5.11 Outside Storage Building. In compliance with law and local ordinance, one (1) outside storage building not to exceed 6' x 8' x 6', or that size/height permitted by ordinance, whichever size/height is less, of a color, style and materials resembling and/or complimentary to a Townhome, may be installed and maintained so long as placed in one of the corners of a Rear Yard furthest from a Townhome, located equidistant extending outward from the corner, but not closer than two (2) nor more than five (5) feet from any property line providing same must be placed in compliance with City ordinance to extent the setback distances provided herein may be inconsistent.

Section 5.12 Other Outside Appurtenances. So long as in compliance with law and local ordinance, other appurtenant structures and facilities such as but not limited to outdoor furniture, umbrellas, spas/hot tubs, children's play equipment, pet housing and similar features may be installed in a Rear Yard.

Section 5.13 Stormwater Covenant with City. Developer has previously granted to the City and recorded a stormwater covenant for the Property (applicable to each future owner) requiring that certain permitted stormwater storage facilities be maintained in good working order, condition and repair and clear of all debris, at the Developer's (and future owners') sole expense, at all times.

ARTICLE 6 GENERAL PROVISIONS

Section 6.1 Conflict. In the event of a conflict or inconsistency between the terms of this Declaration and any other document or evidence on the same subject matter, this Declaration's terms shall govern to the extent of the conflict.

Section 6.2 Severability. Every provision of this Declaration is intended to be severable. If any term or provision is finally adjudged illegal or invalid by a court for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder which shall continue in full force and effect to the extent legally possible.

Section 6.3 Time is Of the Essence. Time is of the essence and material to each and every covenant to which a period of time is subscribed for the doing of an act or for a violation or failure to perform an action.

Section 6.4 Joint and Several Liability. Liability for all liens or other damage or loss to an adjoining Party Wall Parcel Owner shall be joint and several among multiple Owners of the other Party Wall Parcel.

Section 6.5 No Waiver Intended. No failure of any Party Wall Parcel Owner to enforce any provision of this Declaration shall be construed to constitute a continuing waiver as to future enforcement of the same provision, or to constitute a waiver of any other provision then or in the future.

Section 6.6 Notices. Where this Declaration requires written notices be given, such notice shall be given by personal delivery with receipt thereof to any resident Owner and otherwise by certified mail return receipt requested or express courier with evidence of delivery to an Owner at the current mailing address associated with such Parcel's ownership according to the records of the Duval County Property Appraiser's office or its successor.

Section 6.7 Rights of Mortgagees. All liens established by this Declaration shall be subordinate to the rights and lien of any first mortgage. Further, Developer declares and warrants that the Property will be transferred from Developer to the first third-party Owner within the Property free and clear of all lien and encumbrance of any mortgage or other secured financing such that the consent and joinder of mortgage-holders existing at the time of making this Declaration is not necessary.

Section 6.8 Effective Date. This Declaration shall be effective immediately upon recording in the official records of Duval County, Florida.

Section 6.9 Covenants Running with the Land. Every provision of this Declaration shall be deemed a covenant and equitable servitude running with the land and every Parcel Owner and claimant of the Property or any part thereof or interest therein as heirs, executors, administrators, successors and assigns shall be bound thereby.

Section 6.10 Reference in Future Deeds. Each Owner covenants that it will incorporate this Declaration, by express and specific reference to the Duval County official records book and page or by way of attachment in its entirety including its attendant attachments, into any future deeds conveying a Parcel, provided that the failure of any Owner to do so shall not cause any waiver or lapse of the Declaration whatsoever.

Section 6.11 Duration & Automatic Extension. This Declaration shall run with the land and be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this instrument is recorded, after which time such Declaration shall be deemed automatically extended for successive periods of ten (10) years unless an instrument unanimously executed by all Parcel Owners has been recorded and properly indexed in the official records of Duval County, agreeing to amend, alter or repeal the covenants, conditions, party wall agreement and restrictions in whole or in part.

Section 6.12 Amendment. So long as the Developer owns a Parcel, or until December 31, 2024, whichever occurs first, this Declaration may be amended by the Developer in its sole discretion and may not be amended without its approval, thereafter to be amended only by the unanimous consent of the Owners and all institutional mortgagees of record after no less than fourteen (14) days notice to the Owners and if adopted effected in same manner as set forth at *Section 6.11* above.

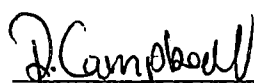
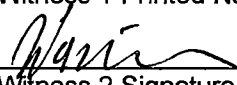
Section 6.13 Assignment of Stormwater Benefits. Concurrent with any deed to a Townhome Parcel given to an Owner by Developer, the Developer shall be deemed (whether stated in such deed or not) to have assigned all of its benefits and allowances under City Waiver 22-003, generally to permit up to 50% of the stormwater associated with Townhome Parcel lots 1-4 to be drained to and accommodated by non-townhome parcel lot 5.

ADOPTED AND DECLARED by the Developer this 12 day of January, 202~~4~~.

CAPE CHARLES CDL, LLC, a Florida limited liability company, and,

DUTTON ISLAND PSL, LLC, a Florida limited liability company.

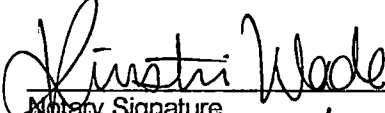
By: 
CHRISTOPHER D. LAMBERTSON, as Manager


Witness 1 Signature
Danah Campbell
Witness 1 Printed Name

Witness 2 Signature
Najma Mushtaq
Witness 2 Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

SWORN OR SUBSCRIBED before me the undersigned notary by means of: [] physical presence, or, [] online notarization, this 12 day of 01, 2024, being witnessed as set forth above, by Christopher D. Lambertson, in his capacity as manager of the above-referenced companies, being identified to me as follows:

Personally Known:
Produced I.D.: yes Drivers license
Type of I.D.: Drivers license

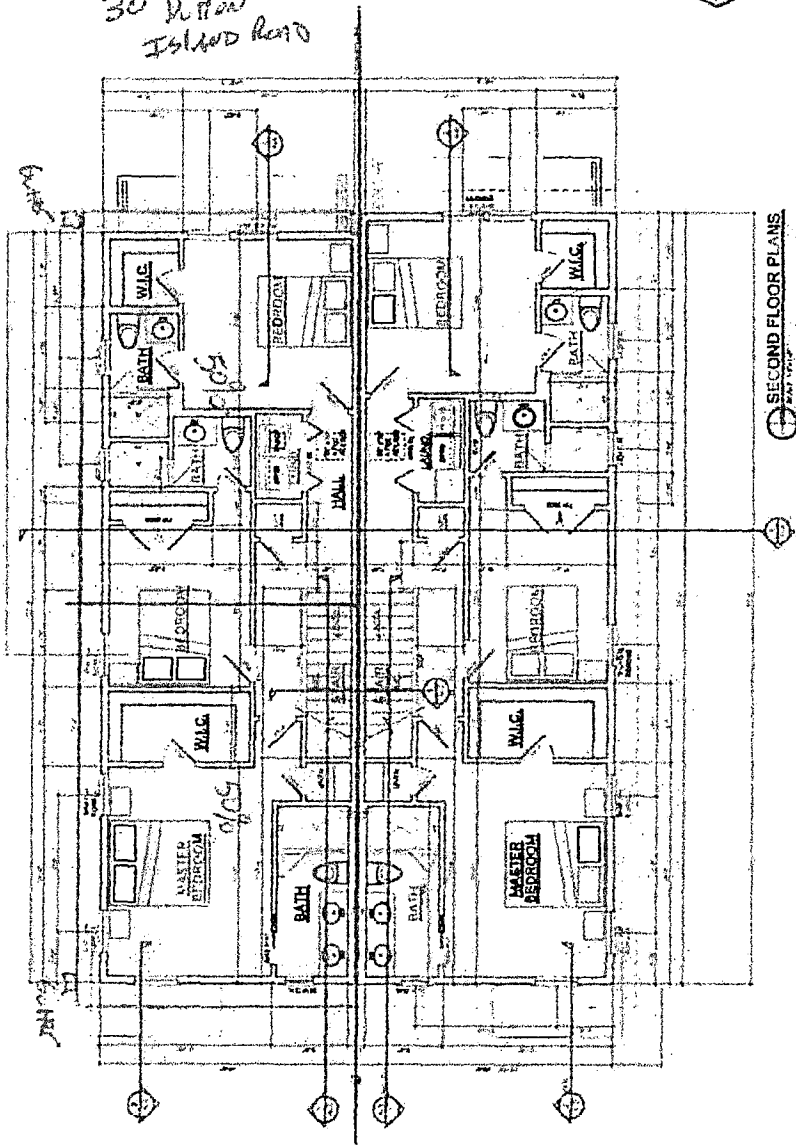

Notary Signature
Kristin Wade
Notary Printed Name

My Commission Expires: [SEAL]



EXHIBIT A
Site Plan(s) for Stormwater

30 Dutton
Island Road



PUBLIC WORKS

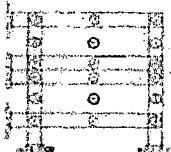
☒ APPROVED
☐ DENIED
☐ NOT APPLICABLE TO DEPT.
[Signature] 10/26/23

ABBREVIATIONS

W.C. = Water Closet
B.T. = Bath Tub
S.H. = Shower Head
C.L. = Closet
H.C. = Hallway
K.B. = Kitchen Sink
D.B. = Dining Room
L.R. = Living Room
M.R. = Master Bedroom
B.R. = Bedroom
H.B. = Hallway
S.B. = Staircase
P.B. = Porch
C.B. = Carport
G.B. = Garage
T.B. = Terrace
P.B. = Porch
C.B. = Carport
G.B. = Garage
T.B. = Terrace

W.C. = Water Closet
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L.R. = Living Room
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H.B. = Hallway
S.B. = Staircase
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T.B. = Terrace

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H.C. = Hallway
K.B. = Kitchen Sink
D.B. = Dining Room
L.R. = Living Room
M.R. = Master Bedroom
B.R. = Bedroom
H.B. = Hallway
S.B. = Staircase
P.B. = Porch
C.B. = Carport
G.B. = Garage
T.B. = Terrace
P.B. = Porch
C.B. = Carport
G.B. = Garage
T.B. = Terrace



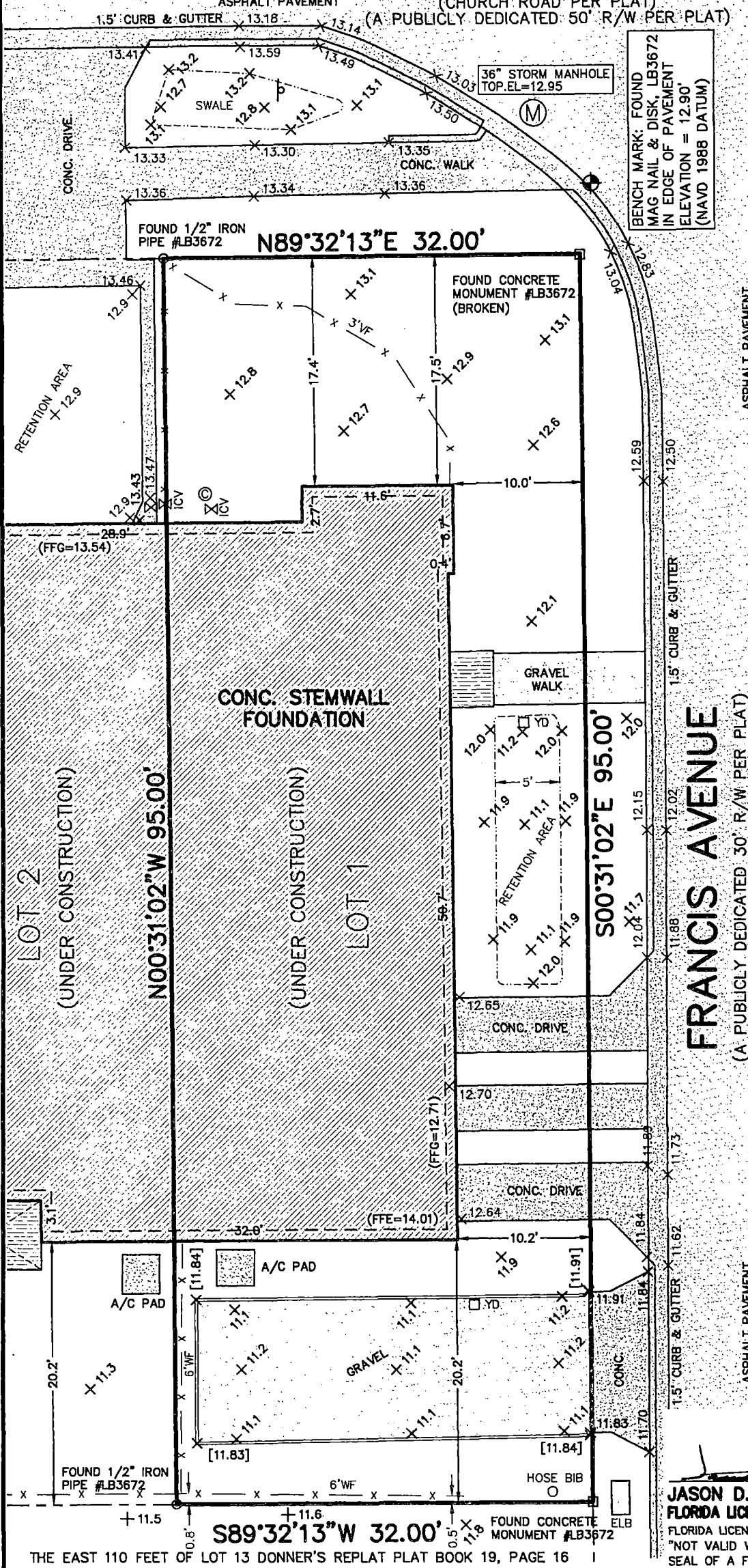
WIND LOADS

Wind Direction	Wind Speed (mph)	Exposure Category	Wind Load (psf)
North	100	Category 1	15.0
North-North-East	100	Category 1	15.0
North-East	100	Category 1	15.0
East-North-East	100	Category 1	15.0
East	100	Category 1	15.0
East-South-East	100	Category 1	15.0
South-East	100	Category 1	15.0
South-South-East	100	Category 1	15.0
South	100	Category 1	15.0
South-West	100	Category 1	15.0
West-South-West	100	Category 1	15.0
West	100	Category 1	15.0
West-North-West	100	Category 1	15.0
North-West	100	Category 1	15.0
North-North-West	100	Category 1	15.0

EXHIBIT B
Post-Construction Survey for Stormwater

MAP SHOWING SURVEY OF
LOT 1, "LAMBO'S PLACE UNIT 1" AS RECORDED IN PLAT BOOK 79, PAGE 143, OF THE
CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

DUTTON ISLAND ROAD EAST



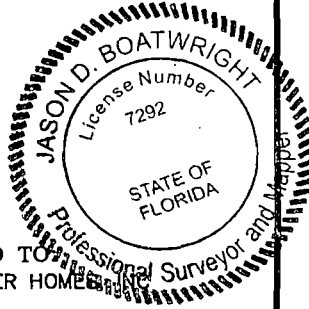
SYMBOL LEGEND	
	FIRE HYDRANT
	LIGHT POLE
	GV GAS VALVE
	WV WATER VALVE
	CO CLEAN OUT
	UP UTILITY POLE
	GA GUY ANCHOR
	BOLLARD
	WM WATER METER
	GR GAS RISER
	CR CABLE RISER
	ELB ELECTRIC BOX
	SIGN
	T TRANSFORMER
	M MANHOLE

ABBREVIATION LEGEND	
BFP	BACK-FLOW PREVENTER
(CALC)	CALCULATED
(FIELD)	FIELD MEASUREMENT
WF	WOOD FENCE
CLF	CHAIN LINK FENCE
VF	VINYL FENCE
CONC.	CONCRETE
R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
MES	MITERED END SECTION
CMP	CORRUGATED METAL PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
EL	ELEVATION
FFE	FINISHED FLOOR ELEVATION
INV	INVERT ELEVATION
PC	POINT OF CURVATURE
WP	WOOD POST
ICV	IRRIGATION CONTROL VALVE
YD	YARD DRAIN

- GENERAL SURVEY NOTES**
1. THIS IS A TOPOGRAPHIC SURVEY.
 2. BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF DUTTON ISLAND ROAD EAST, BEING NORTH 89°32'13" EAST, AS PER PLAT.
 3. BENCHMARK USED IS A FOUND MAG NAIL AND DISK #LB3672 AT EDGE OF PAVEMENT HAVING AN ELEVATION OF 12.90, AND WAS ESTABLISHED BY GPS OBSERVATION USING SPECTRA PRECISION SP80 L1/L2 EQUIPMENT AND RUNNING TRIMBLE VRS SOFTWARE IN N.A.V.D. 1988 DATUM.
 4. THIS SURVEY WAS PREPARED WITHOUT AN ABSTRACT OF TITLE; THEREFORE THE UNDERSIGNED MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT OF WAYS, SETBACK LINES, AGREEMENTS, RESERVATIONS, OR OTHER SIMILAR MATTERS.
 5. NO UNDERGROUND INSTALLATIONS, IMPROVEMENTS OR ENCROACHMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
 6. NO BUILDING RESTRICTION LINES, AS PER PLAT.
 7. THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12031C0408J, REVISED NOVEMBER 2, 2018 FOR DUVAL COUNTY, FLORIDA.

DATE: JANUARY 4, 2024
SHEET 1 OF 1

FILE: 2023-1772
DRAWN BY: RLR
SCALE: 1" = 10'



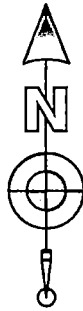
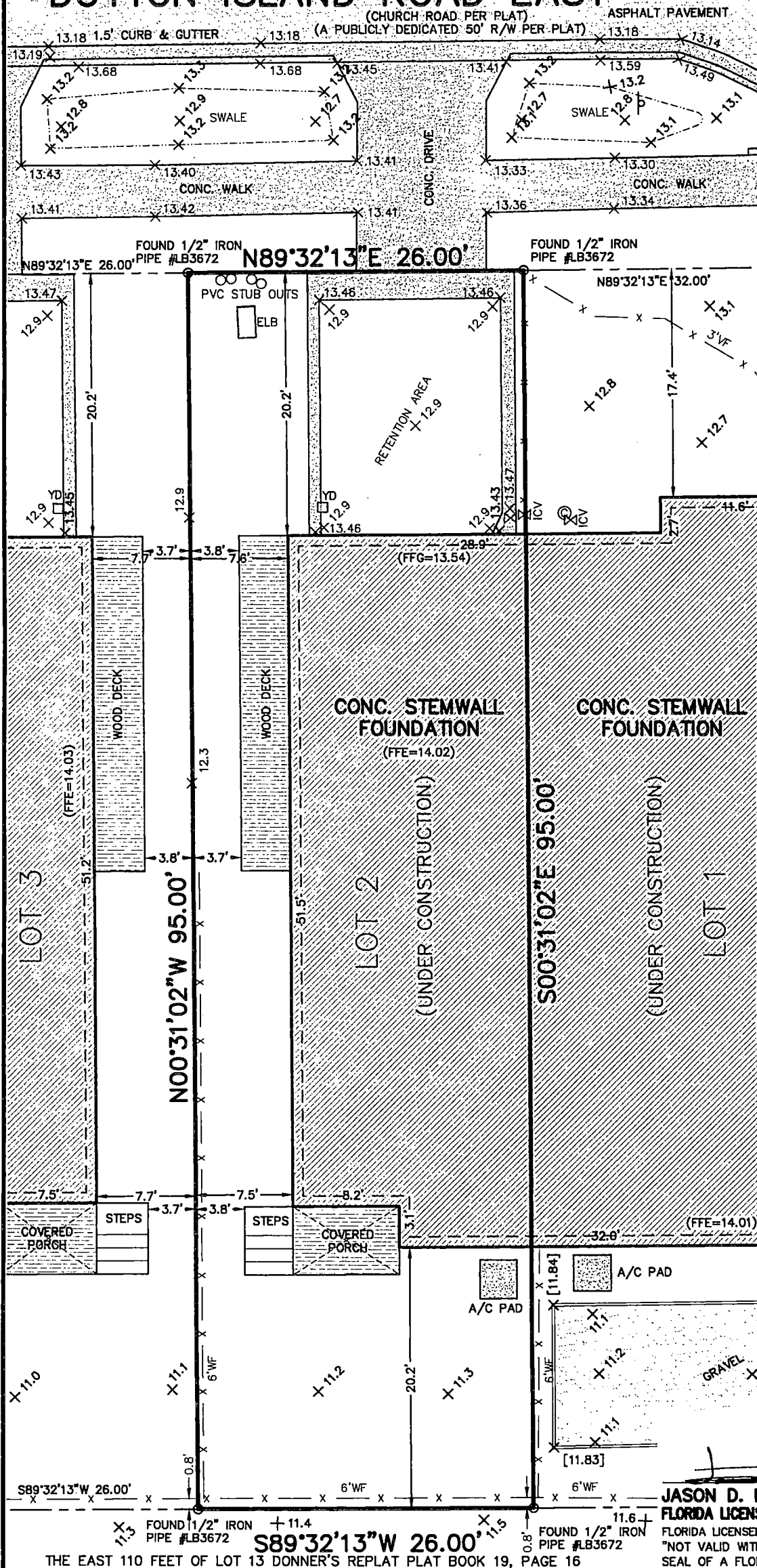
CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORDS

JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7292
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

MAP SHOWING SURVEY OF

LOT 2, "LAMBO'S PLACE UNIT 1" AS RECORDED IN PLAT BOOK 79, PAGE 143, OF THE
CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

DUTTON ISLAND ROAD EAST



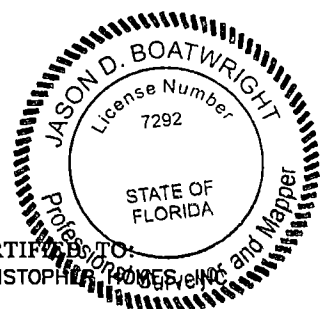
SYMBOL LEGEND	
	FIRE HYDRANT
	LIGHT POLE
	GV GAS VALVE
	WV WATER VALVE
	CLEAN OUT
	UTILITY POLE
	GUY ANCHOR
	BOLLARD
	WM WATER METER
	GR GAS RISER
	CR CABLE RISER
	ELB ELECTRIC BOX
	SIGN
	T TRANSFORMER
	M MANHOLE

ABBREVIATION LEGEND	
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DATE: JANUARY 4, 2024
SHEET 1 OF 1

FILE: 2023-1773
DRAWN BY: RLR
SCALE: 1" = 10'



CERTIFIED BY:
CHRISTOPHER J. ROBERTS, INC.

JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7292
FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

BOATWRIGHT LAND SURVEYORS, INC.

1500 ROBERTS DRIVE, JACKSONVILLE BEACH, FLORIDA 32250 (PH) 904-241-8550

MAP SHOWING SURVEY OF

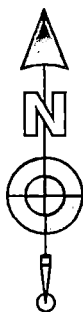
LOT 3, "LAMBO'S PLACE UNIT 1" AS RECORDED IN PLAT BOOK 79, PAGE 143, OF THE
CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

DUTTON ISLAND ROAD EAST

(CHURCH ROAD PER PLAT)
ASPHALT PAVEMENT

(A PUBLICLY DEDICATED 50' R/W PER PLAT)

13.18' 1.5' CURB & GUTTER



SYMBOL LEGEND

- FIRE HYDRANT
- LIGHT POLE
- GAS VALVE
- WATER VALVE
- CLEAN OUT
- UTILITY POLE
- GUY ANCHOR
- BOLLARD
- WATER METER
- GAS RISER
- CABLE RISER
- ELECTRIC BOX
- SIGN
- TRANSFORMER
- MANHOLE

ABBREVIATION LEGEND

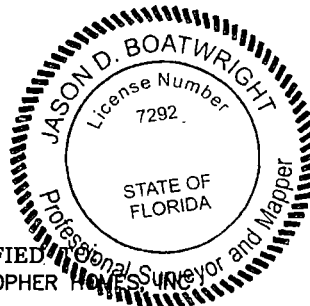
- BFP BACK-FLOW PREVENTER
- (CALC) CALCULATED
- (FIELD) FIELD MEASUREMENT
- WF WOOD FENCE
- CLF CHAIN LINK FENCE
- VF VINYL FENCE
- CONC. CONCRETE
- R/W RIGHT-OF-WAY
- PB PLAT BOOK
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- MES MITERED END SECTION
- CMP CORRUGATED METAL PIPE
- PVC POLYVINYL CHLORIDE PIPE
- RCP REINFORCED CONCRETE PIPE
- EL ELEVATION
- FFE FINISHED FLOOR ELEVATION
- INV INVERT ELEVATION
- PC POINT OF CURVATURE
- WP WOOD POST
- ICV IRRIGATION CONTROL VALVE
- YD YARD DRAIN

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DATE:
JANUARY 4, 2024
SHEET 1 OF 1

FILE: 2023-1774
DRAWN BY: RLR
SCALE: 1" = 10'



CERTIFIED
CHRISTOPHER HONEST

JASON D. BOATWRIGHT, P.S.M.
FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7292
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