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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CHELSEA COVE

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THIS DECLARATION, made this 1st day of FEBRUARY, 1972, by Chelsea Cove Joint Venture, a Florida general partnership, whose mailing address is c/o Towers Contracting Company, Inc., 2051 Art Museum Drive, Suite 130, Jacksonville, Florida, 32207, hereinafter called "Developer".

RECITALS

A. Developer is the owner of that certain real property (the "Property") located in Duval County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Developer to develop the Property as a residential community. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it desirable to create a nonprofit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Developer.

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PREPARED BY James Remy
2051 Art Museum Dr. Suite 130
JACKSONVILLE, FL 32207

THIS INSTRUMENT IS RE-RECORDED FOR THE PURPOSE OF ATTACHING THE LEGAL DESCRIPTION REFERENCED THEREIN AS EXHIBIT A.

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ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to Chelsea Cove Homeowners Association, Inc.; a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate and maintain the Common Areas; enforce the assessments set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

(b) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(c) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Charges" shall mean and include all General, Special and Lot Assessments.

(e) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned or required to be maintained by the Association which is intended for the common use and enjoyment of all of the owners within the Property. The Common Areas will include retention ponds or lakes located within the Property and the entryway to the subdivision, including signage, landscaping, lighting and irrigation.

(f) "Developer" shall mean and refer to Chelsea Cove Joint Venture, a Florida general partnership, or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

(g) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

(h) "Family" shall mean and refer to a social unit consisting of parent(s) and the children that they rear.

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(i) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(j) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(k) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(l) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

(m) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(n) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

(o) "Mortgage" shall mean any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

(p) "Mortgagee" shall mean and refer to any institutional insurance company, or any other lender generally recognized as an institutional type lender.

(q) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

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(r) "Plat" shall mean and refer to that certain plat of Chelsea Cove, recorded in Plat Book 47, pages 38, 38A, 38B, 38C, of the current public records of Duval County, Florida.

(s) "Property" shall mean and refer to that certain real property described in Exhibit "A".

(t) "Special Assessment" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(u) "Surface Water Management System" shall mean the combination of works that provide drainage, water storage, conveyance or other surface water management, capabilities, as permitted pursuant to Chapters 40C-4, 40C-42, F.A.C.

(v) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in Duval County, Florida, which has been more particularly described in Exhibit "A" hereto.

Section 2. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments.

Section 3. Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be re-erected upon, nor any resident allowed to occupy a replatted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the Plat. These restrictions shall continue to apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided or replatted for road purposes or easements.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Lot may be owned by one or more natural persons or entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Developer while the Developer is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, 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, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

(b) Class B. Class B Members 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 when the Developer has conveyed over one hundred percent (100%) of the Lots within the Property or when the Developer, in its sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon this termination of its Class B membership, the Developer shall be a Class A Member so long as it owns any Lots.

ARTICLE IV

OWNER'S RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency,

authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Developer or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

Section 2. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of this Declaration and the Association Articles of Incorporation, Bylaws and Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

Section 4. Prior to elimination of the Class B Membership, Developer hereby covenants that it will convey an easement across the retention pond to the Association subject to assessments and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Further, the entryway is located upon lands within the public right of way and upon Lot 1 and Lot 38, as more specifically described in Article IX, Section 6 herein, and will not be conveyed, but will be required to be maintained by the Association. Developer shall, in the easement of the pond and does hereby, reserve an assignable and releasable easement over and across the Common Area for its benefit and the benefit of its successors in title or assignees of record, which easements shall be for the purpose of and include the right, but not have the obligation, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, maintain

and make alterations and additions to the entranceway and signage, landscaping or creation of new easements or modifications of pre-existing easements, to exercise any other rights provided for elsewhere herein, or take any other actions necessary to ensure that the Common Areas are maintained and preserved in a quality manner. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the Common Areas have not then been conveyed to the Association. Developer hereby reserves for itself, the Association and the Owners an alienable and releasable easement over and under all lakes and retention ponds within the Property for drainage of surface water. In addition, the association shall maintain the pump installed on Lot 38 of Chelsea Cove. The pump is to control the surface water level in the retention pond. The association is responsible for the operation, failure, destruction, and replacement of said pump.

ARTICLE V

ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgement of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. If construction of a House on any Lot has not begun within three (3) years after conveyance of that Lot by Developer, the Association may install an irrigation system, plant grass and maintain the Lot to provide a finished appearance. The costs of these services shall be a Lot Assessment. Notwithstanding the foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessments, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner's responsibility to pay the

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entire Lot Assessment, with interest, costs, attorneys' fees, and late fees, if applicable.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost thereof shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5. The Association may establish security procedures for the Property. Such procedures may be adopted and from time to time changed by the Association as the Association Board of Directors chooses in its discretion. Security procedures adopted and provided by the Developer or the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither the Developer nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

Section 6. Lake Maintenance. The retention ponds or lakes as shown on the Plat (hereinafter the "Lakes") shall be maintained by the Association for the benefit of all Lot owners. The Lakes are a part of the drainage and filtration system which serve the Property and the Owners of the Lots which abut the Lakes shall not dredge, fill or otherwise alter the Lakes except for maintenance purposes. Further, the Association shall maintain the pump at the pond on Lot 38 of Chelsea Cove as installed by the Developer.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to

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the Lot upon recording of a claim of lien in the public records of Duval County, Florida, which lien shall include all the formalities of a deed and be signed by a duly authorized officer of the Association. The claim of lien can provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 1.

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

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(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Area, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. The Initial Assessment on any Lot subject to assessment shall be collected at the time title to such Lot is conveyed to the Owner by the Developer. During the initial year of ownership, each owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a thirty-day month.

Section 6.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such

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Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

(d) The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

Section 7. The Treasurer of the Association, upon demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Developer shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any

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manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas;

(c) All properties owned by any charitable or nonprofit organization except from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(d) All properties owned by the Developer so long as such property is not being occupied for business or residential purposes. The Developer may assign this exemption right to any entity which acquires two or more Lots for construction and resale purposes. Such an assignment shall have not effect on the Developer's exemption hereunder.

Section 10. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Lot Owner agrees to be bound hereby.

Section 2. For the purposes of assuring the development of the Property as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive right and discretion to control and approve the construction of all buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of size or purposes, whether

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attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any Lot nor shall any additions to exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, approximate square footage, construction schedule and such other information as the Developer shall reasonably require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans that are not, in its opinion, suitable or desirable for any reason, including the purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property and contiguous lands. In passing upon such building plan and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction, the quality of the proposed workmanship, and quality of the materials proposed to be used.

Section 1. No approval of plans and specifications by the Developer shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. The Developer nor the Association shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII

USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1. Single Family Residence Only. Each lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent Developer from using any Lot or portion

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thereof as a right-of-way for road purposes or for access or utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks except for its foundation. No carports shall be constructed without prior approval of the Developer.

Section 2. Minimum Square Footage. No House or other structure shall be constructed on a Lot which has a height exceeding 15 feet above the elevation of the finished surface of the first floor of such dwelling. With the exception of Lot 13 and Lot 15, all one-story Houses constructed on Lots shall have a minimum of 1,500 square feet of heated and air conditioned living space. All two-story Houses constructed on Lots shall have a minimum of 1,600 square feet of heated and air conditioned living space. The minimum square footage of one-story houses constructed on Lot 13 or Lot 15 shall be 1,400 square feet of heated air conditioned living space.

Section 3. Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one dwelling is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above, shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

Section 4. Maximum Lot Coverage. With the exception of Lot 13 and Lot 15, the maximum area of a Lot covered by all buildings and structures shall not exceed forty-five percent (45%). The maximum area of a lot covered by all buildings and structures located on Lot 13 and Lot 15 shall not exceed thirty percent (30%).

Section 5. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

Section 6. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as residence either temporarily or permanently.

Section 7. Fences, Hedges, fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior

side lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than twenty feet (20') to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No chain link fences shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been first approved by the Developer.

Section 8. Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure to be built, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands. All sewage must be disposed of through the sewer lines and disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

Section 9. Motorists' Vision to Remain Unobstructed. The Developer shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgement and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

Section 10. Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Developer. The Developer may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs as Developer deems appropriate and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

Section 11. Aerials and Antennas. No radio or television aerial or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure of any Lot unless and until the location, size and design thereof shall have been approved by the Developer. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. No dish or satellite antenna will be permitted. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

Section 12. Pets. Not more than two dogs and two cats, or two birds (excluding parrots) or two rabbits, or any combination of four thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of the Developer, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 13. No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

Section 14. No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the residential structures or in the side yards. All such objects shall be completely screened inside a garage or carport or within the rear yard concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times

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necessary for pickup and delivery service and solely for the purpose of such service. No trailer shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops.

Section 15. Air Conditioners. Unless the written approval of the Developer has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

Section 16. Clothesline. No clothesline or other clothes-drying facility shall be permitted on any Lot.

Section 17. Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

Section 18. Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law.

Section 19. Inspections. Owners shall allow the Board of Directors or the agents and employees of the Developer to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

Section 20. Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water management system. Maintenance of the surface water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water 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 management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity to designate the use and to alienate, release, or otherwise assign the easements shown in the Plat or described herein.

Section 2. Developer reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 3. Developer hereby reserves for itself and for the Association and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 4. Developer reserves for itself and for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer, or the Association, shall give reasonable

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notice of intent to take such action to all affected Owners, unless in the opinion of the Developer, or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer, or the Association, and shall not be construed to obligate Developer, or the Association to take any affirmative action in connection therewith.

Section 5. To the extent that any improvements constructed by Developer on, or if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 5 shall also terminate.

Section 6. The Developer hereby reserves for itself and for the Association an alienable and releasable easement over and across two 25' x 10' tracts located on the Southwest corner of Lot 1 and the Northwest corner of Lot 38 with the 25' portion bordering on the entrance street to Chelsea Cove for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage. Further, the Developer reserves a 10' easement parallel to Flynn Road along the West property lines of Lot 1 and Lot 38 for signs, landscaping, walls, planters and/or other improvements.

ARTICLE X

GENERAL PROVISIONS

Section 1. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of Duval County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this

Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property. Any amendment (to the Covenants and Restrictions) which would affect the surface water management system including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage pre-paid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 5. Developer reserves the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as Developer deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner. The Owner of the Lot shall pay Developer on demand the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot Owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, Developer shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by Developer to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of Developer shall be cumulative to any and all other remedies of Developer provided herein or at law or in equity. The failure by Developer to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor

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shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against Developer.

Section 6. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner (including the Developer) or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, 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 management system.

Section 7. Whenever the approval of the Developer or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Developer by Registered or Certified Mail with return receipt requested. If the Developer fails to act on any such written request within thirty (30) days after the date of receipt by the Developer, the approval of the Developer to the particular action sought shall be granted; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

Section 8. Whenever approval by Developer is required in these covenants and restrictions, same shall mean approval of any general partner of Developer as evidenced by a certificate or other writing signed by a general partner of Developer.

Section 9. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 10. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 11. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 12.

(a) Subject to the provisions of Article X, Section 2, Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein.

(b) Subject to the provisions of Article X, Section 2, Developer reserves the right to amend this Declaration in any other manner without the joinder or any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto.

(c) This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a majority vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recording in the public records of Duval County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 11. Notwithstanding anything in these covenants and restrictions to the contrary, the lien of Developer for charges incurred in enforcing these covenants and restrictions shall be subordinate and inferior to the lien of any mortgage on any Lot recorded prior to the recording of a claim of lien by Developer. In addition, any mortgages holding a mortgage lien on a Lot who acquires title to a Lot as a result of foreclosure or by deed in lieu of foreclosure or any party who purchases a Lot at a foreclosure sale shall not be liable for the charges pertaining to such Lot which are chargeable to the former Lot Owner and which became due prior to such acquisition of title.

Section 14. Any and all legal fees, including but not limited to attorneys' fees and court costs, including any appeals, which may be incurred by the Developer or Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful

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party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Developer.

Section 15. The Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of this Declaration. Following any such assignment, Developer shall be relieved of the performance of all duties and obligations hereunder. If at anytime hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Developer under these provisions, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns.

Section 16. This Declaration shall be construed in accordance with laws of the State of Florida.

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IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

CHELSEA COVE JOINT VENTURE
a Florida general partnership

[Signature]
Witness
[Signature]
Witness
[Signature]
Witness

By: Towers Contracting Company, Inc., a Florida corporation
Its: General Partner

By: *[Signature]*
Its: President
[Signature]

Witnesses as to Towers Contracting Company, Inc. *[Signature]*

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 10th day of June, 1993, by L. Randall Towers, the President of Towers Contracting Company, Inc., a Florida corporation, the general partner of CHELSEA COVE JOINT VENTURE, a Florida general partnership, on behalf of the corporation and partnership.

[Signature]
Notary Public
My Commission Expires: 2/28/94

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of January, 1993 by Lawrence R. Towers, President of Towers Contracting Company, Inc., a Florida corporation, on behalf of the corporation, as General Partners of Chelsea Cove Joint Venture, a joint venture under the Florida general partnership laws, on behalf of such joint venture. He is personally known to me.

[Signature]
Notary Public, State of Florida
My Commission Expires:




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EXHIBIT A

Chelsea Cove Subdivision, according to plat thereof as recorded in Plat Book 47, pages 38, 38A, 38B and 38C, of the current public records of Duval County, Florida

93-0016154
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY, FLA

93 FEB -8 PM 3: 53
RECORDS CLERK

CLERK OF CIRCUIT COURT