

Prepared by – Record and  
Return to:  
Colony Cove Civic Association  
PO Box 11405  
Jacksonville, Florida 32239-1405

**AMENDMENT BY RESTATEMENT  
OF DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
COLONY COVE, DUVAL COUNTY, FLORIDA**

This Amendment by Restatement of Declaration of Covenants and Restrictions made and recorded this 21st day of June, 2013, by the Colony Cove Civic Association, Inc, (“The Association”), Assignee of Wurn-Arlington Construction Company, Millan Builders, Inc., and Gene Whitehurst, inc., (“The Developer”) by assignment recorded in Official Records of Duval County, Florida, volume 6018, p.1104,

**WITNESSETH**

WHEREAS, the Developer in respect of certain real property situated in Duval County has heretofore filed among the public records of Duval County, Florida, certain Covenants and Restrictions (as hereinafter defined); and

WHEREAS, the Association, with authority derived through the Assignment from the Developer as set forth above, and the Owners desire to make certain amendments to the AMENDED, REVISED AND RESTATED COVENANTS AND RESCRIPTIONS stated Covenants and Restrictions in accordance with Paragraph 29 and 30 of the amended, revised and restated Covenants and Restrictions for COLONY COVE, DUVAL COUNTY, FLORIDA, recorded in volume 15703, pages 163 et seq. of the official records of Duval County, Florida; and

WHEREAS, the Association with respect to the amendments and complete restatement of the Covenants and Restrictions embodied herein has obtained the written consent of 146 Lot owners representing more than 75% of the 190 Lots in Colony Cove, as required in Article V, Section 5, of the CONSOLIDATION AND AMENDMENT OF BY RESTATEMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR COLONY COVE, DUVAL COUNTY, FLORIDA, recorded in volume 15703, pages 163 et seq. of the official records of Duval County, Florida,

NOW, THEREFORE, the Owners and the Developer, through the initiative of the Association, do hereby amend, rename, and restate the Covenants and Restrictions so that from the Effective Date (as hereinafter defined), the real property described in Article II hereof is and shall be held, used, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements, and affirmative obligations set forth in this Declaration

**TABLE OF CONTENTS  
COVENANTS AND RESTRICTIONS**

	Page
<b>STATEMENT OF AMENDMENT</b>	1
<b>ARTICLE I: DEFINITIONS</b>	2
<b>ARTICLE II: PROPERTIES</b>	3
<b>ARTICLE III: RESTRICTIONS</b>	
<b>A: Procedures</b>	
1. Approvals	4
2. Actions without approvals	
3. Construction, Improvement and Repair	
a. New Residence	
b. Existing Structures	5
c. Repairs	
d. Repairs – nonconforming structures	
e. Construction by Association	
<b>B: NEW CONSTRUCTION</b>	6
1. Single Family Residence	
2. Minimum Square Footage – Principal Residence	
a. 2000 square foot minimum	
b. 2200 square footage two story	
3. No Garage Entrance to face street – No Carports	
4. Setbacks for all Structures	
a. Interior lots	
b. Riverfront lots	
5. Street Lamps	
6. Well Limitation – Water Supply	7
7. Sewage Disposal	
8. No Overhead Wires	
<b>C: OTHER STRUCTURES</b>	8
1. All Structures to be Approved	
2. Utility Yards	9
3. Non Conforming Structures inside Utility Yard	
4. Non Conforming Structures outside Utility Yard	
a. Detached structure	
b. Air Conditioner Screened	
5. Hedges, Fences and Walls	10
a. Fence and Hedges defined	
b. Fences specifically permitted if:	
1) Built on rear lot line	
2) Join side lot lines	

c. Hedges, fences prohibited	
1) Cannot exceed 4 feet	
2) Parallel to street	
3) Parallel to front of house	
4) Enclosure front yard	
5) Closeness to the right of way than 25 feet	
6) Corner Lot setback	
d) Fences and walls prohibited	
e) Fences are prohibited	
1) Posts location	
2) Wire fences	
3) No PVC or synthetic materials	
f) Fence types permitted with approval	
1) Small landscape	
2) Concealment or enclosure	
3) Courtyards	
6. Signs	11
a) For Rent or Sale	
b) Security devices	
c) Solicitation	
d) Mandated	
e) Warnings	
f) Short term	
7. Aerials, Satellite dishes and Solar Panels	12
8. Garbage Receptacles	
9. Mail Boxes	
10. Window Air Conditioners	13
11. Prohibited living quarters	
12. Easements	
<b>D: COMPLETION OF CONSTRUCTION</b>	
<b>OR IMPROVEMENTS WORK</b>	
<b>E: NONCONFORMING USES AND STRUCTURES</b>	
1. Exceptions	14
2. Destruction	
3. Repairs and Maintenance	
4. Existing Violations	

**ARTICLE IV**

<b>ACTIVITIES AND YARD MAINTENANCE</b>	<b>15</b>
--	-----------

1. Activities Prohibited
2. Trash
3. Motorists' Vision
4. Maintenance
  - a. Structures

b. Yards and Landscaping	
c. Notice	
d. Uninhabited or abandoned properties	
5. Waterfront Properties	16
a. Lot and Bank maintained	
b. Trash	
c. Increased size or lot	
d. New or repaired bulkheads	
e. Docks perpendicular	
6. Trees	17
7. Florida Friendly Landscaping	
8. Pets	18
9. Vehicles, Boats and Objectionable Objects	

**ARTICLE V: ENFORCEMENT** 19

1. Notice and Preliminaries	
2. Ombudsman Procedure	
3. The Association May Correct Violations	
4. Summary Abatement of Violations or Uninhabited Properties	
5. Non Compliance and Imposition of Fines, Penalties or Assessments	20
6. Association May Seek Judicial Relief	

**ARTICLE VI: GENERAL PROVISIONS** 21

1. Clarifications	
2. Amendments of Restrictions with Consent of Owners	
3. Effective Period	22
4. Interpretation	
5. Choice of Law	23
6. Notices	

**ARTICLE VII: MEMBERSHIP** 24

1. Membership - Dues	
2. Grandfather Clause	

## **ARTICLE I: DEFINITIONS**

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings herein:

- (a) "Association" means Colony Cove Civic Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Association is the assignee of the rights of the Developer of Colony Cove to enforce the Covenants. The Association, through its duly elected board, enforces the Covenants and Restrictions and Bylaws of Colony Cove.
- (b) "Colony Cove" means any and all of the real property defined or described in Article II and Exhibit A relating thereto and as may be more particularly named and described in Exhibit B, both exhibits attached hereto.
- (c) "Covenants and Restrictions" means the present Declaration, in the context of the following history of covenants and restrictions recorded among the public records of Duval County, Florida, as amended, all of which are hereby superseded:
- (d) "Developer" means Wurn-Arlington Construction Company, Millan Builders, Inc., and Gene Whitehurst, Inc., Colony Cove Civic Association, Florida Corporations, their successors and assigns.
- (e) "Effective Date" means the date when this Declaration is recorded among the public records of Duval County, Florida.
- (f) "Lot" means any residential subdivision lot within the defined area of Colony Cove, which is intended for use as a site for a single family detached dwelling established by a plat of any portion of the Properties recorded among the public records of Duval County, Florida.
- (g) "Member" means a property owner('s) in Colony Cove that has paid all dues required in full, either voluntarily or as a new property owner after the recorded date of these new covenants and restrictions. Each vested parcel owner, after having paid such dues, shall be considered a member and may be counted as such with full voting privileges and any other rights which may be allowed a member in good standing.
- (h) "Nonconforming Uses and Structures" refers to some structures or to some uses of property which, as of the Effective Date, are out of compliance with these requirements or prohibitions. Specifically, the term refers to those situations on Lots which would normally be violations, but which have been granted an exception or variance by the Developer or the Association, or which have been

adjudicated in favor of the owner, and it also refers to situations which have passed the applicable statute of limitations so that legal enforcement has become impossible. However, the term does not apply to existing violations known or unknown to the Association which do not meet one of the criteria specified in the preceding sentence.

(h-1) "Nonconforming Uses and Structures – Utility Yard" is an Association approved area not to exceed 6 feet in height or dimensions exceeding 10 feet by 10 feet, which must be attached to the rear of the residence but must conform to location and setbacks as described or defined in Article III, Restrictions.

(h-2) "Nonconforming Uses – Any Detached Utility Yard" must be approved by the Association. Such detached utility yard must be in an approved area and may not exceed 3 feet in height nor dimensions exceeding those approved by the Association. It is to be to the rear of the residence and is not attached thereto, but must conform to location and setbacks as described in Article III, Restrictions

(i) "Owner" means the owner of a Lot in Colony Cove, as shown by the public records of Duval County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities in whom is vested fee simple title to any Lot, but shall not mean the holder of any mortgage or lien encumbering a Lot unless and until such holder has acquired title by foreclosure or otherwise; nor shall the term "Owner" mean any lessee or tenant of an Owner. To the extent necessary for determination of any right or responsibility herein, any named person or corporation in the title shall have the right and power to act as the owner of the property and each and every person or corporation shall be personally responsible, jointly and severally with the other owners, for duties and responsibilities, including financial responsibilities, contained herein.

(j) "Properties" means the land described in Article II of this Declaration and any additions thereto, as are subjected to Declaration under the provisions of Article II.

(k) "Violation" A breach or non compliance with any rule or regulation contained in the Covenants and Restrictions and By Laws that govern Colony Cove. Such violation could, if not corrected, lead to a penalty, fine or judgment against the parcel or owner determined judicially or otherwise to be in violation.

## **ARTICLE II: PROPERTIES**

The real property which is and shall be held, used, transferred, sold, conveyed,

given, donated, leased, and occupied subject to this Declaration and the covenants and restrictions contained herein is described in Exhibit A and those parcel owners identified in Exhibit B attached hereto and made a part hereof.

## **ARTICLE III: RESTRICTIONS**

### **A: PROCEDURES**

#### **1. Manner of Requesting Approval**

Wherever in these covenants and restrictions the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approval received in writing from the board of the Association. The Association shall promptly reply to each request, but may require additional information before making a decision. The board for the Association meets once monthly to consider the business of Colony Cove. Consideration for such request or consent of approval should be observed under that schedule.

The Board of the Association must approve all requests in writing, which may include electronic communications, provided that a permanent copy may be preserved. No individual officer, including the President of the Association, shall have the power to waive compliance with any provision herein, nor to grant a variance.

#### **2. Actions Taken Without Approval**

Any action taken by the Owner without the written permission of the Association, acting through the entire Board or the Covenants and Restrictions Committee is at risk of being disapproved and the action corrected as required. Neither expense nor inconvenience shall be a defense to actions taken without prior authorization.

#### **3. Construction, Improvement, and Repair of Structures**

For the purpose of further ensuring the development and continuation of the Properties as a residential community of highest quality and standards, the Association reserves the exclusive right to control and approve all of the residences, buildings, structures, and other improvements on each Lot in the manner and to the extent set forth herein.

a. No new residence shall be commenced, placed, erected, or allowed to remain on any Lot until building plans for the main building residence have been

submitted to and approved by the Association in writing. For the main building residence, the Association shall have the right to review building plans to ensure compliance with all covenants and restrictions herein provided.

b. In order that all improvements or proposed structures on each Lot containing an existing residence shall present an aesthetically attractive and pleasing appearance from all sides of view, no new building, playground equipment, swing set, sporting equipment, fence, wall, driveway, swimming pool, barbecue or other structure or improvement, regardless of size, function and purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any additions to or changes made to the exterior or alterations thereto be made, unless and until approved in writing by the Association after they have been provided with and reviewed a complete description, plan, specifications, location, the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, land orientation on the Lot, approximate square footage, construction schedule, and such other information as the Association shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the Land. The Association shall act thereon in a reasonable time. The Association shall have the right to refuse to approve any such building plans and specifications and Lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and Lot-grading and landscaping plans, the Association may take into consideration the suitability and desirability of proposed construction and of the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used as the Association shall specify or require.

c. Repairs or improvements may be made to existing approved structures only with the written approval of the association. Cosmetic or minor repairs, providing there is no change in the appearance, nature, style, composition or materials may be made without submitting plans to the Association. If a repair project includes a change of any of the foregoing, plans must be submitted to the Association as specified above for written approval.

d. Repairs to nonconforming structures are controlled by Article III, Section E.

e. No construction by the Association or other actions shall be deemed to be in violation of these covenants and restrictions, and to the extent that the Association takes any action, it shall be construed as being in compliance with, not subject to, or a permitted variance from, any provision herein.

## **B: NEW CONSTRUCTION**

### **1. Single Family Residence Only: Two Stories Limit**

No structure shall be erected, altered, or permitted to remain on any Lot other than for use as a single family residence without the prior approval of the Association in writing. The height of the main residence on each Lot shall be not more than two (2) full stories above the normal surface of the ground.

### **2. Minimum Square Footage For Any Principal Residence**

(a) No one-story residence shall be erected or allowed to remain on any Lot unless the square foot area thereof, exclusive of screened porches, garages, and storage rooms, shall equal or exceed 2,000 square feet.

(b) No one and one-half story residence, no split-level residence and no two-story residence shall be erected or allowed to remain on any Lot unless the square foot area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 2,200 square feet.

### **3. No Garage Entrance to Face Street. No Carports**

All residences shall have a garage with a capacity for at least two (2) automobiles. Garages shall be so located that doors and entrances thereto shall not face any street or way on which the Lot abuts. No carports shall be built on any Lot.

### **4. Setback For All Structures**

(a) No building or any type or kind of permanent structure (except drives and walks) or any part of any of same, shall be erected, placed or allowed in the area of any Lot lying between the front building restriction line of 25 feet and the street on which the Lot abuts; or nearer than seven and one-half feet to any interior side line nor nearer than ten feet to any interior side line of any Lot.

(b) No building or any type or kind of permanent structure shall be placed on any river front Lot nearer than 40 feet to the back Lot line or existing bulkhead, except for docks, swimming pools, and required swimming pool enclosures, which latter shall comply with paragraph (a) above.

### **5. Street Lamps**

The builder has provided street lamps from time to time on lots and parcels herein. Said street lamps are and will remain the property of the owner of said

lots and parcels. The entire installation was by each builder, and the owner shall from time to time be responsible for the maintenance, operation, safety, repair and replacement of the entire unit (excluding street markers and their mounting brackets attached thereto from time to time. The number and location placement of said lamps shall be at the complete discretion of The Association. No other street or carriage lamp of any type or style shall be placed or allowed in the area of any lot lying between front building restrictions line of 25 feet and the access way or ways of which the lot abuts, except installations not extending more than 2 feet above the normal surface of the ground.

#### **6. Well Limitation: Water Supply**

The central water supply system, provided by the Jacksonville Electric Authority, its successors or assigns, for service to the Properties, shall be used as the primary source of water for all water spigots and outlets located within all buildings and improvements located on each Lot, and each Owner, at his expense, shall connect his water lines to the water distribution main provided to serve that Owner's Lot and shall pay water meter charges established or approved by the appropriate regulatory authority. Individual water supply system, or well, shall be permitted to supply water for use on the Lot for air-conditioning, heating and irrigation purposes, swimming pools or other exterior use. All pumps shall be located on the side or rear yard, unless, in the discretion of the Association, and only with its written approval, such positioning is made impracticable due to the positioning of the Lot. All pumps shall be adequately or ornamentally screened so as not to be visible from the street.

#### **7. Sewage Disposal**

Each Owner, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that Owner's Lot so as to comply with the requirements of such sewage collection and disposal service of Jacksonville Electric Authority, its successors or assigns. No septic tank or other private sewage disposal unit shall be installed or maintained on any Lots and no sewage shall be discharged onto the open ground or into any river, marsh, pond, creek, park, ravine, drainage ditch, or canal access way.

#### **8. No Overhead Wires**

All telephone, electric, cable television or other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the City of Jacksonville, Florida, through underground primary service lines running to transformers. The Association shall have no responsibility or liability for the maintenance, operation, safety, repair, or replacement of any electrical system serving any improvements on a Lot.

## **C: OTHER STRUCTURES**

### **1. ALL STRUCTURES TO BE APPROVED BY THE ASSOCIATION**

For the purpose of further insuring and maintaining said land as a residential area of highest quality, and standards, and in order that all improvements on each lot and parcel shall present an attractive and aesthetically pleasing appearance from all sides of view, The Association reserves the exclusive power and discretion to control and approve all buildings, structures and other improvements on each lot or parcel in the manner and to the extent set forth herein. No new residence, structure or building, including but not limited to, fence, wall, utility yard, driveway, swimming pool, playground equipment, swing set, sporting equipment, basketball hoop (permanent or portable), netting for sport activities, trampoline, or other structure or improvement, regardless of location, size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration or modification thereto be made unless and until building plans and specifications covering same showing the nature, kind, use, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot. Resident shall provide square footage, construction schedule, and such other information as The Association shall require, including, if so required, plans for the grading and landscaping of the lot or parcel showing any changes proposed to be made in the elevation or surface contours of the land have been submitted to and approved in writing by The Association. The Association shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of The Association of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Association may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design and the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to The Association for approval such samples of building materials proposed to be used as The Association shall specify and require. Also, changes or modifications of any type during construction shall be submitted to the Association for review and approval by the Association using the same methods incorporated herein above. When not in use, movable or portable equipment will be in the back yard of the property, not visible from the street. No equipment, temporary or permanent shall be placed with its back to a property line.

## **2. UTILITY YARDS – ATTACHED TO RESIDENCE**

An attached utility yard shall be described as an area not to exceed 10 feet by 10 feet, be no taller than six (6) feet, attached to the rear of a residence and bounded on either side by the line running parallel to the outside edges of the residence. Construction of a utility yard must be submitted to the Association in writing with approval delivered and received prior to construction.

## **3. NON CONFORMING STRUCTURES INSIDE UTILITY YARD**

After plans for design, location, proposed use and materials to be used have been submitted to the Association for approval and written approval delivered and received, any detached outbuilding may be erected and maintained wholly within a utility yard, but, any part of which extends above the top of a utility yard fence or enclosing shall be subject to approval of the Association. The following buildings, structures and objects, may be erected and maintained within a utility yard on any lot providing they are wholly within and the height does not extend over the walls of such utility yard: Pens, houses for pets, above-ground storage of construction materials, wood, trash cans, garbage or recycle cans, or installations in connection therewith. The Association may require appropriate concealment measures. Any repairs, modifications, visual changes, replacement, alterations or different use there of must be submitted to the Association in writing for approval and such approval delivered and received prior to commencement of work.

## **4. NON CONFORMING STRUCTURE OUTSIDE UTILITY YARD**

(a) No detached structure shall be erected or allowed to remain outside a utility yard or any part of any lot or property in Colony Cove. For defining purposes, the term "detached structure" as used in these covenants and restrictions means any garage, tool or workshop, gazebo, hothouse, greenhouse, or guest house. Other detached structures such as, but not limited to, child's swing set, playhouse, outdoor fireplace, barbeque pit, swimming pool or any structure of any kind which is attached to or detached from a single family residence and extends more than three feet above the normal surface of the ground, must have written approval from the Association after plans and specifications covering same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation to the lot, approximate square footage, and any other information the Association may require have been submitted to and approved in writing by the Association.

(b) Each air/heating condensing unit must be adequately screened, if visible, from the street or a neighbor's yard, whether such screening presently exists

(c) Above ground swimming pools are prohibited.

**5. HEDGES, FENCES AND WALLS**

(a) No fence or wall shall be erected until the quality, style, color, and design shall have been first approved by the Association in writing. A hedge is defined as a line of closely spaced shrubs and/or tree species, planted in such a way as to form a barrier or to mark the boundary of a Lot. The term is applied herein only to such growth along or near a boundary line.

(b) Fences, walls, or hedges are specifically permitted if they

1 Are built, created, or maintained on a Lot only on the rear Lot line or on the interior side Lot line;

2 Are portions that join side Lot line fence, wall, or hedges to the main residence, whether gated or not, provided, that no part thereof shall be constructed closer to the street or right-of-way than the portion of the residence to which it attaches;

(c) Hedges, fences, and walls are specifically prohibited if they

1. Exceed four feet in height from the normal surface of the ground, excluding ornamentation which shall be subject to the approval of the Association;

2. Run parallel to the street in front of the house;

3. Are in front of and run parallel to the front of the house;

4. Enclose an area including any portion of a front yard, except for flower beds or shrubbery;

5. Are closer to the right of way than twenty-five feet; or

6. Are closer than 25 feet to a right-of-way line, when the house is situated on a corner Lot.

(d) Fences and walls (but not hedges) are specifically prohibited if they are closer to the street than the nearest edge of the house

(e) Fences are prohibited that are:

1. Built with support posts unless the support posts face the side of the owner of the Lot;

2 Made of Wire; or

3 Made of PVC, vinyl, composite or other synthetic materials of any color.

(f) The following are specifically permitted with the approval of the Association, provided that they are for the purpose of decoration rather than as a barrier to entry on the Lot:

1 Small landscape borders and contouring of shrubbery or flower beds, not greater than thirty inches in height;

2 Camouflage for air conditioners, pumps, swimming pools, and other objects which are identified herein as requiring concealment or enclosure;

3 Any portion of the main residential structure approved by the Developer or the Association, whether it contains a walled courtyard, or other structure that may otherwise be construed as a violation. No approved structure shall be classified as nonconforming or a violation for any purpose.

## **6. SIGNS**

All signs permitted herein are subject to the Association's approval of which includes materials, size, height, color, design, content, appearance, location, and duration. All permitted signs shall be relatively small and may be displayed without prior approval of the Association, subject to the following provisions. The following signs are specifically permitted and all other signs, including but not limited to political signs or commercial signs are prohibited:

a. "For Rent" or "For Sale" shall be 24 inches by 30 inches and 2" squared at each corner. Signs shall refer only to the particular premises on which displayed.

b. Signs indicating the presence of security devices, alarms or cameras shall be no larger than 10" x 10".

c. Signs prohibiting solicitation and/or peddling.

d. Signs specifically permitted or mandated by statute or municipal ordinance,

e. Signs warning of dangers.

f. Signs for short term special family occasions, garage sales, and open house sales.

g. Street name and address identification signs on a parcel, but, shall be no larger than 20" x 10".

Signs for other purposes may be posted only upon the approval of the Association.

All signs shall be removed by the Owner at the conclusion of any of the foregoing events or upon notice by the Association.

Signs may not be placed in the common areas, public property, or right of ways without Association approval, and may be summarily removed by the Association.

#### **7. Aerials, Antennas and Solar Panels**

No radio or television aerial or antenna nor any other exterior electronic equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot occupied by a building or other structure.

However, subject to the approval by the Association of the materials, size, height, color, design, and location thereof, television satellite dishes and solar energy devices are permitted, but installation thereof is subject to the procedures for prior approval of any construction contained in these covenants and restrictions.

#### **8. Mail Boxes**

Only one mail box per Lot is permitted. No mail box shall be erected or located on any Lot until the size, location, design, color, shape, and type of material for said boxes or receptacles shall have been approved by the Association.

#### **9. Garbage can and Recyclables Cans**

No garbage cans, recyclable cans, garbage receptacles of any kind or type shall be placed or permitted to remain on a lot or any part thereof except within an approved utility yard or the garage, but in any manner so stored, all such cans or containers must be hidden or concealed from view.

**10. Window Air Conditioners**

No window air conditioning units shall be installed in any dwelling unit or garage.

**11. Prohibited Living Quarters**

No shed, shack, trailer, motor home, Recreational vehicle, tent, or other temporary or movable building or structure of any kind for temporary or permanent living quarters shall be erected or permitted to remain on any Lot. No basement, garage, or any outbuilding or enclosure of any kind, even if otherwise permitted hereunder to be or remain on a Lot, shall at any time be used as a residence either temporarily or permanently.

**12. Easements**

Nothing in this Declaration contained shall be construed to permit any Owner to use any Lot for road purposes or easements to any lands not contained within the Properties.

**D: COMPLETION OF WORK**

When the construction, repair, or maintenance of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities, or the like.

Construction of the main residence and all related structures shown on the plans and specifications approved by the Association must be completed within twelve (12) months after the start. Prior to completion of construction, the Lot owner shall install at his expense, a suitable paved driveway from the paved portion of the abutting street to his garage entrance. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage the driveways), shall enter upon such Lot from the street only through the driveway. Such vehicles shall not be parked at any time on the street or upon property other than the Lot on which the construction is proceeding. If remodeling, repairing, maintenance or construction of any home or structure requires the use of a dumpster or portable storage unit, said dumpster or portable storage unit shall not remain on the property for more than 6 weeks from the date of the commencement of construction without prior approval of The Association.

Remodeling, repairing, maintenance or construction of any home or structure shall be completed within ninety (90) days of commencement.

## **E: NONCONFORMING USES AND STRUCTURES**

### **1. Exceptions**

It is the intent of this Declaration that Nonconforming Uses and Structures as defined in Article I (f) above be permitted but shall not be enlarged upon, expanded, or extended, nor be used as grounds for adding other uses or structures which do not conform to the provisions of this Declaration, nor to approve such nonconforming uses on other Lots. Nonconforming Uses and Structures shall be strictly regulated and controlled as follows:

- (a) **Enlargement.** Nonconforming Uses and Structures shall not be enlarged upon, expanded, or extended.
- (b) **Movement.** Nonconforming Uses and Structures shall not be moved in whole or part to any portion of a Lot other than that occupied on the Effective Date of this Declaration.
- (c) **Discontinuance.** If any Nonconforming Use ceases or Nonconforming Structure is removed for any reason, the nonconforming status is terminated.

### **2. Destruction**

Where a nonconforming status applies to a structure, removal or destruction thereof shall cause such nonconforming structure status to automatically terminate unless the use has been granted a variance by the original Developer, the Association, or through judicial process. For the purpose of this Section, destruction of a structure shall mean damage to an extent of more than 75% of the replacement value of the structure at the time of destruction. Upon removal or destruction, subsequent structures and their uses shall conform to the provisions of this Declaration.

### **3. Repairs and Maintenance**

Ordinary repairs and replacement not exceeding 25% of the replacement value of a nonconforming structure may be made in any twelve month period; provided that the size of the nonconforming structure shall not be increased, nor the nature, color, style, or appearance modified.

### **4. Existing Violations**

Nothing contained in this Section or elsewhere shall be construed or deemed to permit, authorize, or approve a violation of the Covenants and Restrictions.

## **ARTICLE IV: ACTIVITIES AND YARD MAINTENANCE**

### **1. Activities Prohibited**

No Owner or a tenant, invitee, family member, or agent of an Owner shall do, create or cause any illegal, noxious, offensive activity, noise, amplified noise, construction noise, lawn mowing, party or playing activity to be carried on in such a time (before 7:30 AM or after 10:00 PM) as to disturb or annoy any Owner or resident. No activity or condition shall be permitted or done thereon which is, or may become, a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. Only members of a single family may reside on any Lot. All pets which make noises or actions which are a nuisance or threat to any resident shall be confined to the inside of the dwelling.

### **2. Trash**

No trash, garbage, rubbish, debris, waste material, recycle materials, grass, tree trimmings or other refuse shall be deposited or allowed to accumulate or remain on any part of the Properties, streets, right of ways or lands contiguous thereto. Owners are prohibited from placing such materials outside prior to 6:00 pm on the evening prior to the scheduled pickup. Empty containers or trash of any kind not collected shall be removed from sight prior to 7:00 pm of the day scheduled for such collection.

No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Properties or road right of way.

### **3. Motorists' Vision**

The Association shall have the right 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 judgment and opinion of the Association, obstructs the vision of a motorist of any street in the Properties.

### **4. Maintenance**

Each Lot and all improvements thereon shall be maintained in good order and repair and kept in an attractive condition by the Owner. Such owner shall keep such lot free of all tall grass, undergrowth, dead trees, dangerous or dead tree limbs, weeds, trash and rubbish. Failure to comply is a violation and shall make the lot subject to the provisions of enforcement in these covenants and restrictions, including but not limited to, those provided in Article IV, paragraphs 3 and 4 herein.

a. **Structures.** The structural improvements of the residence and other permitted buildings shall be maintained in an attractive manner, including, without limitation, the roofs, gutters, downspouts, exterior building surfaces, fences, screening, glass surfaces, doors, driveways, and any other equipment, structures, improvements, additions, or attachments located and visible on the Lot.

b. **Yards and Landscaping.** The lawn and other landscaped portions of the Lot and that portion of the public right-of-way located between the Lot line and the paved portion of the street shall be maintained in a neat and attractive condition. Lots must be kept free of litter, debris, and nuisances, and undergrowth removed.

c. **Notice.** Upon notice from the Association, the Owner of a Lot shall perform the maintenance or repair specified within the time specified in the notice. The Association shall consider extensions upon documentation of need.

d. **Uninhabited or abandoned properties.** In the case of an unsuccessful attempt to notify the Owner, due to the Owner's abandonment of the property, when the property is uninhabited, the Association may enter upon the Lot to perform basic maintenance, to maintain the appearance standards of the community, at the cost of the Owner.

**5. Waterfront Properties**

Neither the properties facing Mill Cove or the St. Johns River shall be used for any commercial purpose, nor shall any use thereof be made which is objectionable to the Association and the majority of owners fronting the subject waterway. The reference to majority in this paragraph shall separately relate to properties facing Mill Cove or the St. Johns River. With respect to all Waterfront Lots:

a. Each Owner shall keep his Lot and the bank adjacent to the water's edge grassed, trimmed, and cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the waterway, and prevent erosion, after completion of construction. The bank, as defined herein, shall relate to the property between any bulkhead or the natural water's edge and the main portion of the property.

b. No trash, garbage, sewage, waste water (other than surface drainage and water discharged from swimming pools), rubbish, debris, ashes, or other refuse shall be deposited in the river.

c. No Lot shall be increased in size beyond the established bulkhead or natural water's edge by filling in the waters on which it abuts. No changes in elevations of the land shall be made which will cause change or hardship to adjoining property and any such change must provide Federal, State, and/or locally permitted drainage.

d. All bulkheads shall be erected within limits of the established bulkhead at a location and of materials, size, and design specific, accepted, and approved by the Association and all shall be approved in writing prior to commencement of construction.

e. All docks must be perpendicular to the Lot's water boundary, and no docks, boat slips, bulkheads, mooring piling or any other construction shall be erected on the waterfront without the written consent of the Association in addition to any Federal, State, or local permit required.

## **6. Trees**

The Association strongly supports the preservation of the natural beauty of the neighborhood through the maintenance of trees. The wholesale removal of trees from Lots is against the policy of the Association and Owners are urged to maintain the attractive appearance of the neighborhood provided by proper tree maintenance and selection. Owners are referred to the tree preservation provisions of the Jacksonville Municipal Code and shall comply with regulations therein.

## **7. Florida Friendly Landscaping**

The Jacksonville Municipal Code's definition of Xeriscaping is adopted. "Xeriscaping" means a landscaping method that maximizes the conservation of water by the use of site-appropriate plans and an efficient watering system. The principles of "Xeriscaping" include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, practical use of turf, efficient irrigation, appropriate use of mulches, and proper maintenance." Section 656.1203, Jacksonville Municipal Code.

The implementation or continuation of a yard upon the principle of Xeriscaping requires submission to the Association a plan, including a design showing the entire Lot, the location and designation of plants and turf, an irrigation plan, and an acceptable soil analysis. The sufficiency of the submission and approval of the plan shall be in the sole discretion of the Association. "Xeroscaping," which is defined herein as the lack of planning, is hereby prohibited.

## **8. Pets**

No animals, livestock, or poultry of any kind shall be raised, bred, or maintained on any Lot. No more than two dogs or two cats or four birds or four rabbits shall be allowed or kept on a single building plot providing such pets are kept for the pleasure and use of an Owner, and not for commercial purposes. No pets shall be permitted to run free. Birds and pet rabbits shall be caged at all times. If, in the sole discretion of the Association, if any of said pets become dangerous or a nuisance or an annoyance or destructive of wildlife or property belonging to other residents of Colony Cove they, after notice, may be subject to legal action or fine from the Association. The more restrictive pet care, pet welfare, annoyance or nuisance restriction, applicable, whether these covenants and restrictions or municipal code, ordinances or regulations shall apply.

## **9. Motor Homes, Vehicles, Campers, Boats, Inappropriate Objects or Disagreeable Nuisances or Conditions**

No Motor Home, Camper, Boat, offensive object, visually displeasing condition, or nuisance of any type which may occur because of noncompliance by the owner, his guest, tenant or others shall be allowed to remain overnight on a lot or driveway without having received prior written approval from The Board. With no such approval and upon notice, the parcel owner will remove or cure such violation or violations within 24 hours or be subject to the provisions for penalties under Article V Paragraph 4 of these Covenants and any other applicable covenant violation which may have occurred.

Boats, recreational vehicles of any type, motorcycles, campers, trailers, motor homes, storage "Pods" and the like may be kept only or worked on only if completely housed within the garage. No boat, vehicle, motorcycle, camper, or objectionable object of any type may remain, unless hidden from view. Additionally, no such wheeled vehicle of any type may be parked on any neighborhood street right of ways in violation of these covenants and restrictions or any applicable municipal, county or state prescribed codes, rules or regulations for usage of neighborhood right of ways.

Private vehicles may not be parked on any Lot except in the required garage or in the driveway adjacent to the garage. To do otherwise is a violation. Unused, non-functional, or derelict vehicles parked, stored, or maintained on any Lot is a violation. Vehicles or other offensive objects may not be kept or parked between the street which a lot abuts and the structures thereon.

Private automobiles of the Owners or commercial vehicles used by Owners bearing commercial signs may not be parked except in the garage. Vehicles of commercial entities performing maintenance or construction work for the Owner may be parked only while work is being performed.

## **ARTICLE V: ENFORCEMENT**

### **1. NOTICE AND PRELIMINARIES**

The Board shall have discretion to set time limits to correct or cure noncompliance for each covenants' violation as felt reasonably appropriate per the violation. The Association shall make an effort to negotiate a resolution of every perceived violation on any Lot with the owner prior to utilizing any enforcement procedure authorized herein. Any Owner who has received a notice relating to noncompliance and the enforcement of these covenants may submit a request for a stay of the proceedings or an extension of time within which to perform. Such request shall be granted only for good cause shown in the request.

### **2. OMBUDSMAN PROCEDURE**

During the notification process and prior to the institution of any litigation, an Owner may request the intervention of an Ombudsman, who may be picked by the Owner from a list of non-board member owners of other properties appointed by the Board of the Association. The process is non-adversarial, intended to provide the Owner with an interpretive listener with knowledge of the covenants and the processes set forth herein. The Ombudsman shall counsel the Owner and report the concerns to the Board with the goal of resolving the matter amicably.

### **3. SUMMARY ABATEMENT OF VIOLATIONS ON UNINHABITED PROPERTIES**

The provisions of this section shall apply only to properties which are not being lived in by the owner or a tenant, whether through abandonment, foreclosure, or similar circumstances, and when such property is being neglected. Wherever there shall have been built, or there shall exist on any such Lot, any structure, building, improvement, object, use, or condition which is in violation of this Declaration, the Association shall have the right to enter upon the Lot where such violation exists and summarily abate, correct, or remove the same, all at the expense of the Owner of such Lot, including a reasonable fee to the Association, all of which shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal, shall not be deemed a trespass or make the Association liable in any way for any damages on account thereof. Summary abatement shall be limited to violations exterior to the main residence and of violations deemed minor, except when the Owner's location is unknown and/or in situations that are clearly emergencies that threaten the decorum, beneficial use or property values of neighboring homes or property.

#### **4. ASSOCIATION MAY DEMAND COMPLIANCE AND IMPOSE SPECIFIC ASSESSMENTS, FINES AND PENALTIES FOR NONCOMPLIANCE**

Wherever there shall have been built, or there shall exist on any Lot, any structure, building, improvement, object, use, or condition which is in violation of this Declaration, The Association or its appointed agent shall have, with notice, the option to demand compliance from the Owner in violation, to cure such violation or violations. All notices for noncompliance and covenants violations shall include a description of the violation along with a fair and reasonable time period to cure the violation. Such notice shall be sent to the property owner by US Mail or FAX or hand delivery or posted on the front door of the dwelling. In the event that notice is sent or delivered and the Owner fails to cure the violation, unless the Owner has requested and received an extension of time for compliance, then the Association, in addition to other actions which may be available under these covenants, may impose a specific assessment of \$25.00 per day or such other amount as may be approved by the membership of Colony Cove Community Association, Inc., until the violation is cured, but, not more than forty five (45) consecutive days per occurrence, and unless otherwise allowed by Florida Statute, not more than one violation may incur the assessment simultaneously. Fines shall commence only clearly specified by the Association, which may be contained in the original notice. Fines or assessments under this provision, shall not commence until specified by the Association or as stated in the notice of violation. Interest, if applied, may be charged at the highest annual rate allowed by statute.

Interest on the fine, assessment or penalty and if incurred, costs, expenses, and attorney fees will be due and payable whether suit is filed or not. Failure to pay any assessment, penalty or fine shall be deemed a violation of the covenants.

All sums assessed to any Lot, Parcel or Owner, together with interest, and expenses of collection, including reasonable attorneys' fees, are personal debts of the Owner and may additionally become a lien on such Lot or Parcel in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association shall mail or email or fax or hand deliver a notice of intent to file a lien when any assessment is more than 45 days delinquent. After forty-five days, or as may be allowed under Florida Statutes, have passed and without payment being made by the Owner, The Association may record and file the lien in the public records. Such lien will be perfected upon re-recording without judicial action, and shall remain as an encumbrance against the property without the application of any statute of limitations. Upon payment of such lien, The Association will cause a release of lien to be filed in the public records where such lien is recorded.

#### **5. ASSOCIATION MAY SEEK JUDICIAL RELIEF**

If any person, corporation, or other entity shall violate or attempt to violate any of

these covenants and restrictions and the declarations herein or bylaws, it shall be lawful for The Association or any property Owner to institute proceedings at law and/or equity for the recovery of any form of relief against those so violating or attempting to violate any such covenants and restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative with respect to all other remedies now or hereafter provided by law and by these covenants. The failure of the Association, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same or similar breach or violation occurring prior to or subsequent thereto.

Owners found in violation of the covenants and restrictions or bylaws shall be obliged to pay attorney fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more, or any part of one restriction, shall in no wise impair the validity of the remaining restrictions or part or parts thereof.

The Association's liens and the related rights and obligations may be enforced by judicial action.

## **ARTICLE VI: GENERAL PROVISIONS**

### **1. CLARIFICATIONS**

The Association reserves and shall have the sole right to:

(a) to clarify this Declaration of Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein and

(b) to release any Lot from any part of the covenants and restrictions contained in this Declaration which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Association, in its sole judgment, determines such violation to be a minor or insubstantial violation.

### **2. AMENDMENT OF RESTRICTIONS WITH CONSENT OF OWNERS**

In addition to the rights of the Association provided for above, the Association reserves and shall have the right, with the consent of the persons then owning seventy five percent (75%) or more of the Lots, to amend or alter these covenants and restrictions and any part thereof in any other respects. No Owner

may impose any additional covenants and restrictions on any part of the properties. Each parcel, by Florida Statute, is allowed one consent or vote when amending the Covenants and Restrictions.

### **3. EFFECTIVE PERIOD.**

The covenants and restrictions of this Declaration, as amended and added to from time to time as provided herein, unless released as herein provided, shall be covenants and restrictions running with the title to the Properties, including the individual Lots, and shall remain in full force and effect until the first day of January, A.D., 2038, and thereafter, the covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2039, or within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then Owners of a majority of the Lots shall be placed of record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived, or extinguished in whole, or in part, as to all or any part of the Properties then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived, or extinguished in the manner provided in this paragraph.

### **4. INTERPRETATION**

Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation and the use of the terms "will," "must," and "should" have the same effect as the use of the term "shall." Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not so defined. The terms "Lot", "Parcel" and "Property" mean all of any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, aesthetics and desirability of Colony Cove by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions.

In the event of any conflict between this Declaration of Covenants and Restrictions and the bylaws or other official documents of Colony Cove Civic Association, Inc., the provisions of this Declaration shall prevail. In the event of any conflict between the restrictions contained herein and the provisions of any municipal ordinance, Florida or U.S. Statute, government regulation, or the Constitution of Florida or the United States, then the more restrictive provision shall control.

#### **5. CHOICE OF LAW**

The laws of the State of Florida shall be applicable to all matters pertinent hereto.

#### **6. NOTICES**

Any notice required or authorized to be delivered to the Association may be delivered by mail or by hand delivery to the President, the Secretary, or, in the absence of either of them, then to any board member of the Association.

Any notice required or authorized to be delivered to the Owner may be sent by mail to the address of the Lot or posted on the front door, if that is the residence of the Owner. If the Owner does not reside at that address, then the notice may be sent to the address given to the Property Appraiser or Tax Collector of Duval County, Florida, or to the address listed on the deed to the property, if available. Notice to a corporate Owner shall be sent to the address of any officer of the Corporation or the registered agent listed with the Secretary of the State of Florida. In the event the foregoing appear to be ineffective, then a notice may be tacked on the door of the residence and such physical notice shall be deemed sufficient.

In the event the foregoing efforts are ineffective, then a notice to an Owner shall be sufficient if sent to a fax number or email address provided by the Owner to Colony Cove or any of its officers for any purpose.

## **ARTICLE VII: MEMBERSHIP**

### **1. Members**

All persons who take title to a Lot in any of the Properties in Colony Cove as identified in Article II and Exhibit A after the recording of these approved Covenants and Restrictions shall be members of Colony Cove Civic Association, Inc., with rights as defined therein. At the point of time of the transfer of title in any manner whatsoever after the recording hereof, membership shall be conferred upon each person with resulting or continuing ownership interest, together with all of the rights and obligations of such membership. Annual dues, maintenance assessments, special assessments, and specific assessments that are assessed by the Association pursuant to these covenants and restrictions, its bylaws, and other official documents shall be charged to and run with the land and shall also be personal obligations of the Owner and shall be paid by the owners, jointly and severally, together with interest, costs, and attorney fees at such times and in such amounts as shall be specified by the Association. Membership is non-transferable and non-assignable, except by transfer of title of the Lot.

### **2. Grandfather Clause**

Owners who took title prior to the date of public notice and recording of these Covenants and Restriction are permanently entitled to choose each year whether to voluntarily pay dues and join the Association.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be affixed at Jacksonville, Duval County, Florida, this 21<sup>st</sup> day of June, 2013.

COLONY COVE CIVIC ASSOCIATION, INC.  
A Florida Corporation not for profit,

BY Carol Marcovsky  
Carol Marcovsky, President

Attest Sarah Christenbury  
Sarah Christenbury, Secretary

Corporate Seal

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol Marcovsky and Sarah Christenbury to me well known and known to be the persons described in and who executed the foregoing Covenants and Restrictions, as President and Secretary, respectively, of COLONY COVE CIVIC ASSOCIATION, INC., a Florida not for profit corporation, and severally acknowledged to and before me, that they executed the same as the act and deed of the corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 21<sup>st</sup> day of June, 2013.



Notary Public, State of Florida at Large  
My commission expires: 11-16-2014  
Identification: personally known



V. THOMAS FOUNTAIN  
Notary Public, State of Florida  
My Comm. Expires Nov. 16, 2014  
Commission No. EE 42607



V. THOMAS FOUNTAIN  
Notary Public, State of Florida  
My Comm. Expires Nov. 16, 2014  
Commission No. EE 42607

EXHIBIT "A"

To 2013 Amended Colony Cove Covenants and Restrictions

Being the same plats as those recorded in OR Book 15703 Pages 208 through 214 of the current public records of Duval County, Florida

The following described properties in Duval County, Florida

Lots 1 through 26, inclusive, Block 1,  
Lots 1 through 32 , inclusive, Block 2,  
Lots 1 through 2, inclusive Block 3,  
Lots 1 through 5, inclusive Block 4,  
Lots 1 through 11, inclusive, Block 5,  
Lot 1, Block 9, Colony Cove Unit No. 1 according to the plat thereof, recorded in Plat Book 34, Page 12 and 12A, of the current public records of Duval County, Florida.

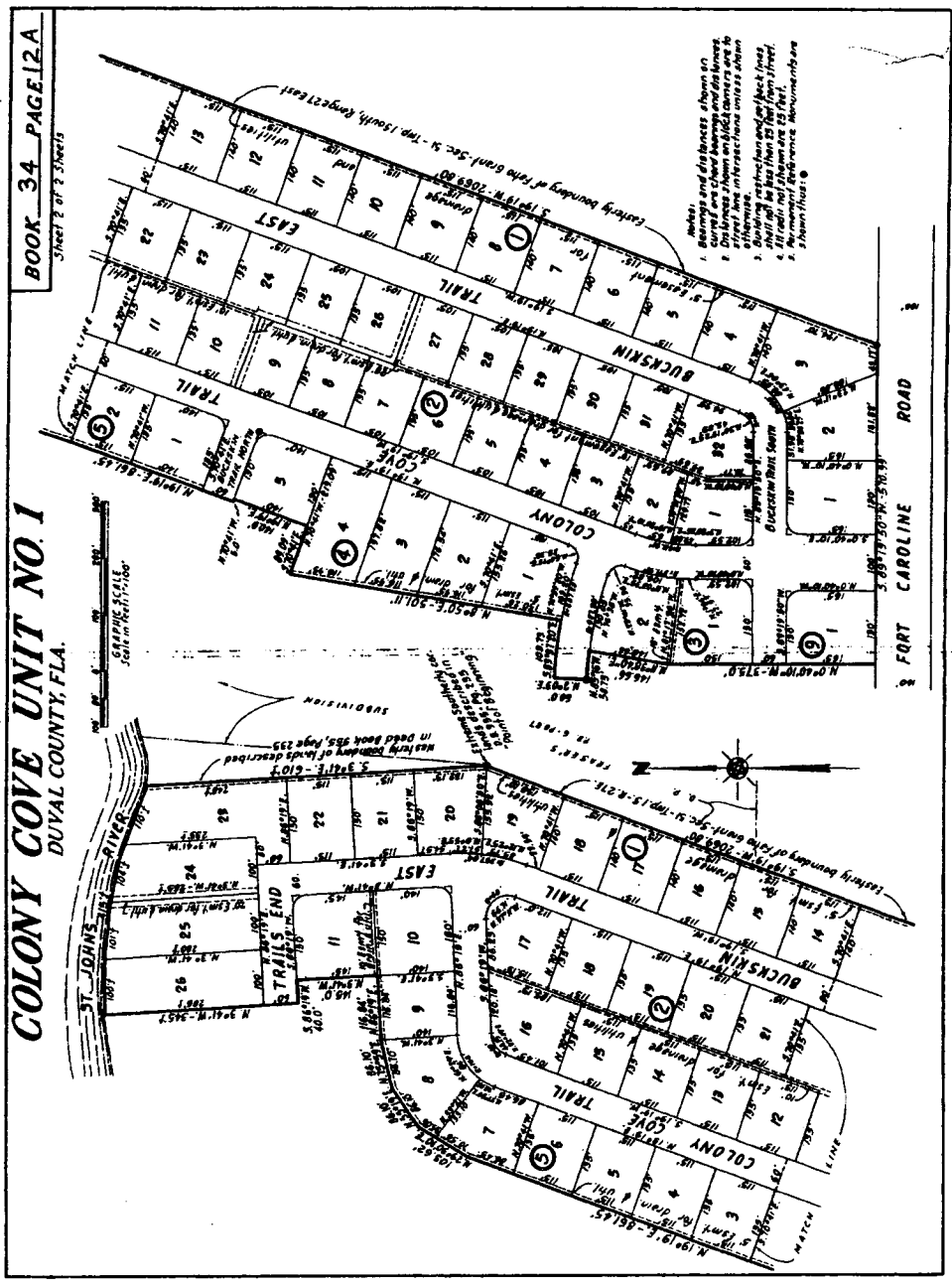
Lots 27 through 44, inclusive, Block 1,  
Lots 3 through 17, inclusive, Block 3,  
Lots 6 through 12, inclusive, Block 4,  
Lots 12 through 22, inclusive, Block 5,  
Lots 1 through 16, inclusive, Block 6,  
Lots 1 through 6, inclusive, Block 7,  
Lots 1 through 15, inclusive, Block 8,  
Lots 2 through 28, inclusive, Block 9, Colony Cove Unit No. 2, according to plat thereof recorded in Plat Book 34 Page, 36, 36A and 36B, of the current public records of Duval County, Florida.

Lots 1 through 20, Inclusive, Block A, Colony Cove Addition, according to plat thereof recorded in Plat Book 34 Page 61, 61A of the current public records of Duval County, Florida.

INFORMATION ONLY:

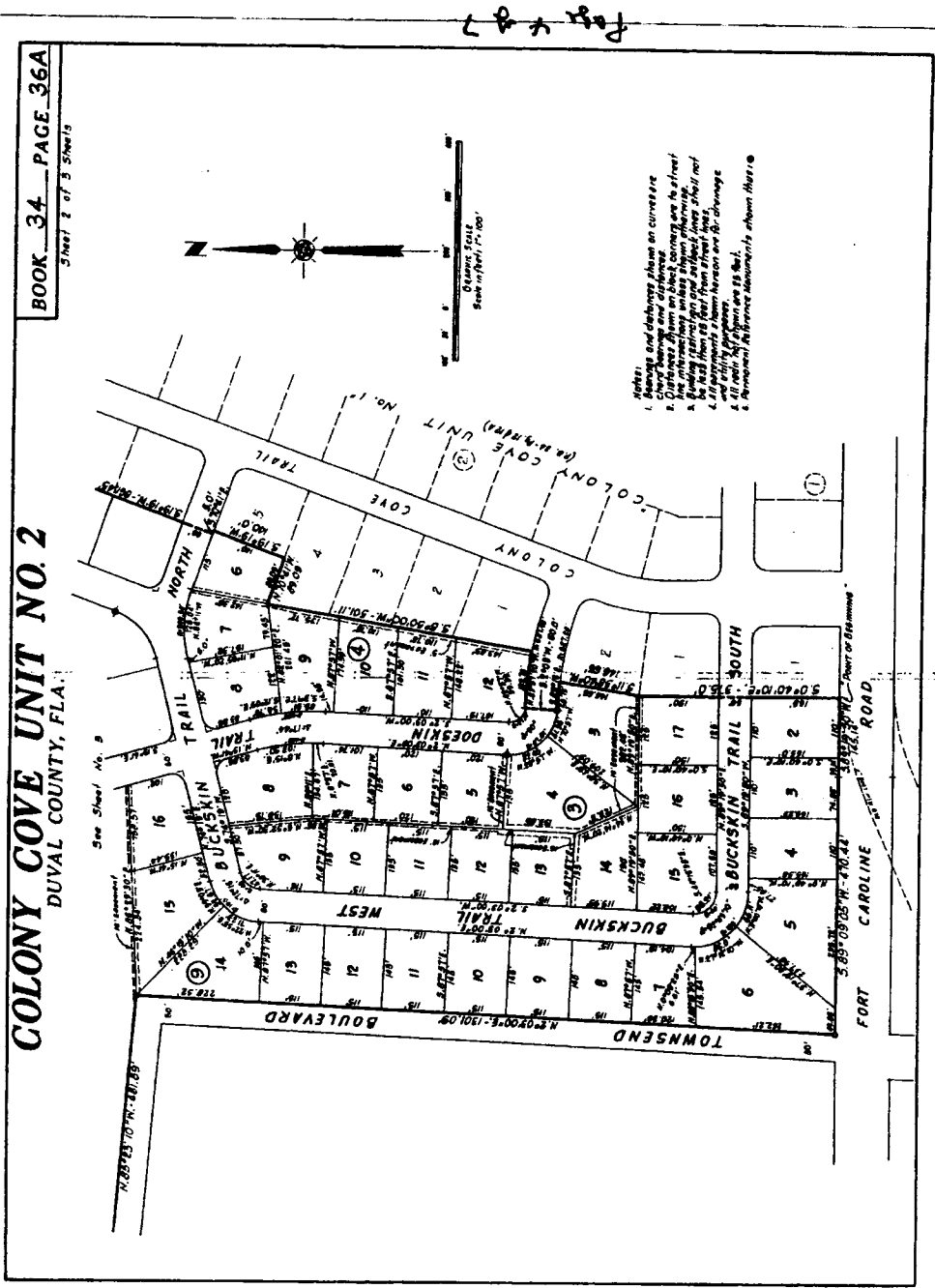
With the creation and recording of Lots 1 through 20, Colony Cove Addition, Block A in Plat Book 34 Pages 61 and 61A, lots 23, 24, 25 and 26 inclusive were removed from Unit No. 1. Lots 27 through 44, inclusive, Block 1, Colony Cove Unit No. 2 were removed from Colony Cove Unit NO. 2 and made a part of Colony Cove Addition. The net affect was to reduce the total lots within Colony Cove from 192 to 190 lots.





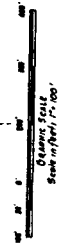
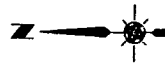
Page 247





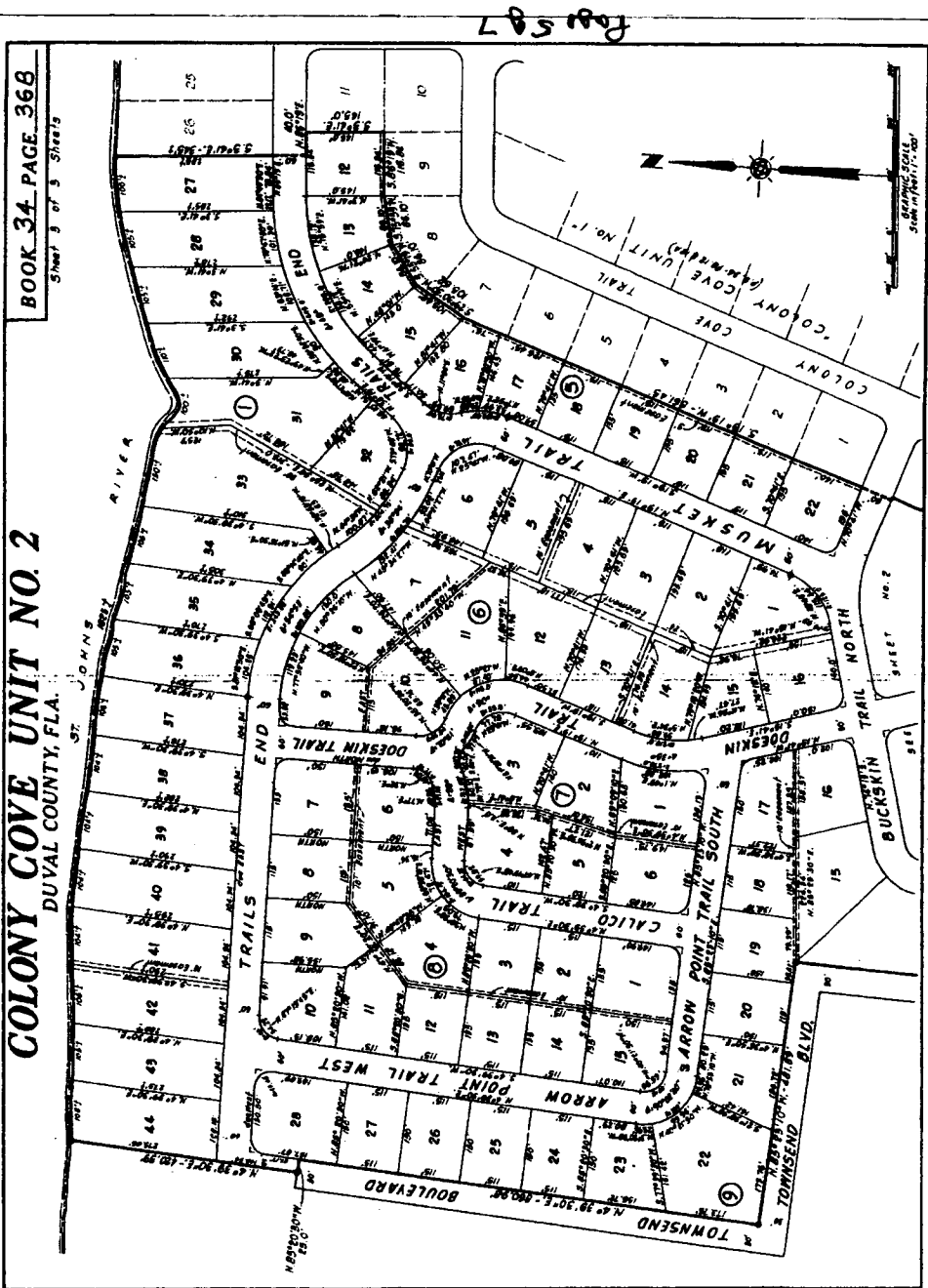
BOOK 34 PAGE 36A  
Sheet 2 of 3 Sheets

COLONY COVE UNIT NO. 2  
DUVAL COUNTY, FLA.

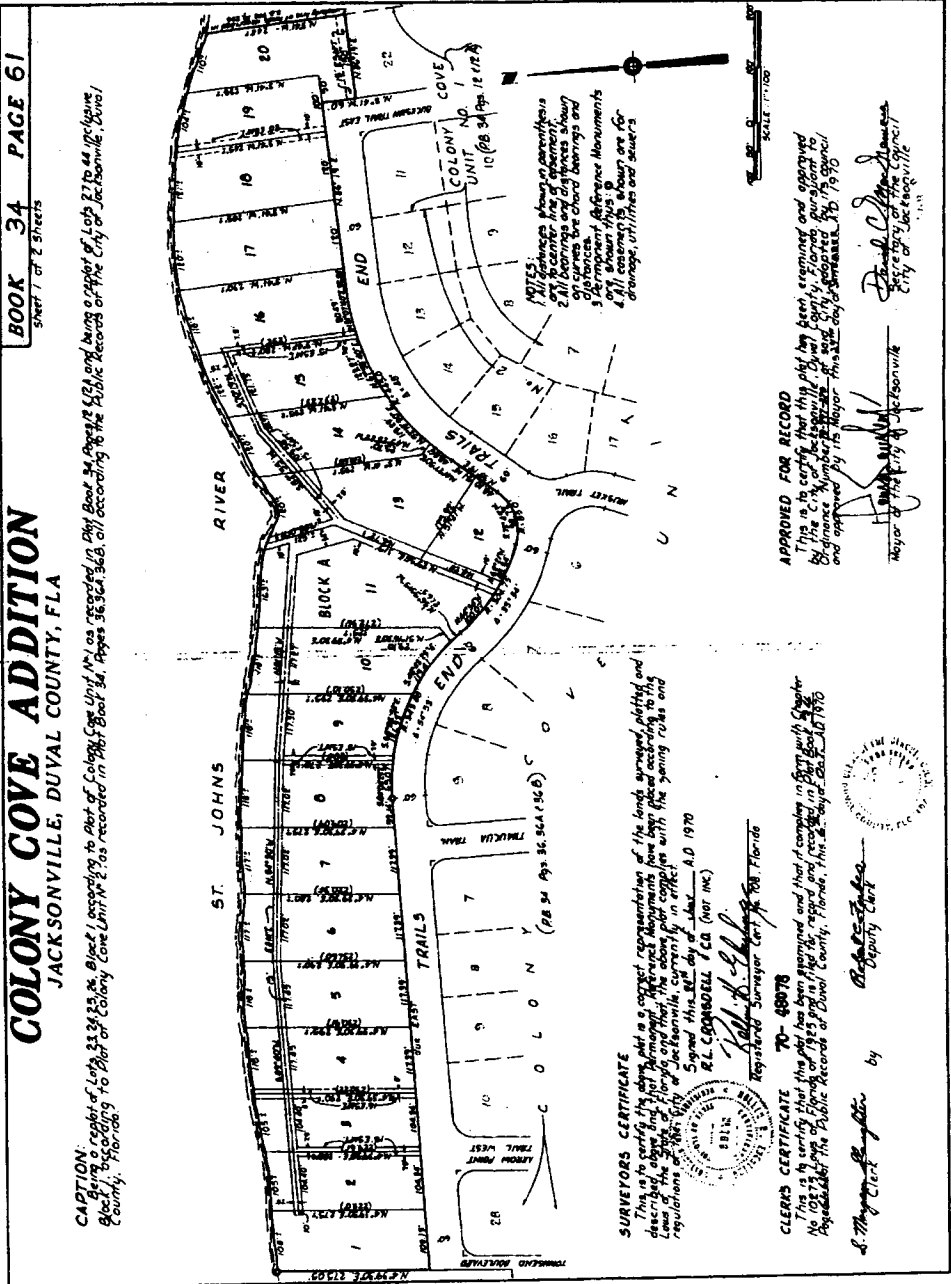


- 1. Easement lines shown on curves are shown as dashed lines.
- 2. Easement lines shown on straight lines are shown as solid lines.
- 3. Easement lines shown on curves are shown as dashed lines.
- 4. Easement lines shown on straight lines are shown as solid lines.
- 5. Easement lines shown on curves are shown as dashed lines.
- 6. Easement lines shown on straight lines are shown as solid lines.
- 7. Easement lines shown on curves are shown as dashed lines.
- 8. Easement lines shown on straight lines are shown as solid lines.
- 9. Easement lines shown on curves are shown as dashed lines.
- 10. Easement lines shown on straight lines are shown as solid lines.
- 11. Easement lines shown on curves are shown as dashed lines.
- 12. Easement lines shown on straight lines are shown as solid lines.
- 13. Easement lines shown on curves are shown as dashed lines.
- 14. Easement lines shown on straight lines are shown as solid lines.
- 15. Easement lines shown on curves are shown as dashed lines.
- 16. Easement lines shown on straight lines are shown as solid lines.
- 17. Easement lines shown on curves are shown as dashed lines.
- 18. Easement lines shown on straight lines are shown as solid lines.
- 19. Easement lines shown on curves are shown as dashed lines.
- 20. Easement lines shown on straight lines are shown as solid lines.

Page 4 of 7



Page 6 of 7



**BOOK 34 PAGE 61**  
SHEET 7 OF 2 SHEETS

**COLONY COVE ADDITION**  
JACKSONVILLE, DUVAL COUNTY, FLA

**CAPTION:**  
Being a replat of Lots 2, 3, 4, 5, 6, Block 1, according to Plat of Colony Cove Unit No. 1 as recorded in Plat Book 34, Page 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**NOTES:**  
1. All distances shown in this plat are in feet and inches.  
2. All corners are of stone, wood or concrete.  
3. Distances between monuments are shown in this plat.  
4. All easements shown are for drainage, utilities and sewers.

**APPROVED FOR RECORD**  
This is to certify that this plat has been examined and approved by the City of Jacksonville, Duval County, Florida pursuant to Ordinance No. 175,790, and that the same is hereby approved by the Mayor of Jacksonville, Florida.

*[Signature]*  
Mayor of Jacksonville  
City of Jacksonville

**SURVEYORS CERTIFICATE**  
This is to certify that the plat as a correct representation of the land surveyed, plotted and described, above and that all monuments, survey monuments have been placed according to the laws of the State of Florida, and that the same are in accordance with the Surveyors and Regulations of the State of Florida.  
Signed this 21st day of May, A.D. 1970  
R.L. CORNBELL, F.C.S. (NOT INC.)  
*[Signature]*  
Registered Surveyor, State of Florida



**CLERK'S CERTIFICATE** 70-48078  
This is to certify that the plat has been examined and that it complies in every particular with the laws of the State of Florida, and that it is hereby approved for record and recording in the Public Records of Duval County, Florida, this 21st day of May, A.D. 1970.

*[Signature]* by *[Signature]* Deputy Clerk



**APPROVED**  
*[Signature]*  
RECORDS CLERK, DUVAL COUNTY, FLA.



# Exhibit "B"

A	B	C	D	E	F	G	H	I
Real Estate Number	Owner	Street	Street	Street Type	Direction	City	Zip Code	Subdivision
1	UNDHEIM DANNY L & Cheryl	7438 BUCKSKIN	TRL	TRL	S	Jacksonville	32277	COLONY COVE UNIT 01
2	LENOVER ROBERT M ET AL	7454 BUCKSKIN	TRL	TRL	S	Jacksonville	32277	COLONY COVE UNIT 01
3	SWETZ BRUCE A & Lynda	3605 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
4	MCCRIMMON DAVID A ET AL	3615 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
5	KEISTER ANNE H TRUSTEE	3633 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
6	RICE RAY C TRUST & JACK	3649 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
7	RICE SHERRY L	3711 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
8	PEREZ JORGE R & Catalina	3725 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
9	GEERLINGS HARRIS E TRUST ET AL & Mary	3741 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
10	LOCKLIER JUANITA B	3755 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
11	WOMACK ANDREAS M	3771 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
12	SMITH DAVID & Sharon	3807 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
13	SMITH JOANNE	3821 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
14	LASSETTER WILLIAM D & Denise	3837 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
15	HILL JUSTIN D & Karen	3853 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
16	LACHICOTTE ELLEN W	3867 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
17	CAUTHEN CHARLES W & Susan	3907 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
18	BRACK ROBERT W JR & Shirley	3919 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
19	DOWDEN ANNIE V	4005 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
20	LARSON JOHN L & Margaret	4035 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
21	NEUBERT GIULIA J LIFE ESTATE ET AL	3639 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
22	GRABAR JOHN W & Louisa	3659 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
23	DITZENBERGER DONALD W & Carol	3701 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
24	PARKER CHARLES J ET AL	3715 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
25	ZUREK DONALD E	3729 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
26	GEORGES TRUST Trent & Kathy	3743 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
27	MARCOVSKY DAVIDO & Carol	3757 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
28	BOWES STEPHEN M III & Arlene	3771 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
29	JUDSON JAMES A & Karen	3785 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
30	MASON NANCY ELLEN	3807 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
31	NIEHAUS MARY A	3825 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
32	CLAY DARRELL K & Dena	3839 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
33	LIVINGSTON JOAN G	3855 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
34	ADAMS DONALD & Marie	3871 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
35	DELRIO GUSTAVO & Paula	3909 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
36	ROBERTS JAMES C & Pat	3923 COLONY COVE	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
37	WASHBURN SEATON A & Sylvia	3928 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
38	THOMPSON GEORGE M	3910 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
39	WITTEKIND WILLIAM F & Barbara	3874 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
40	THOMPSON MADELYN M TRUST Tom	3858 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
41	DUBS RONALD C & Linda	3844 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
42	LASSETER DELMA CARR TRUST	3828 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
43	MATSON JARED BRUCE	3812 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
44	BENNETT STEWART J TRUST ET AL	3776 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
45	SECHUK STEPHAN I	3762 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
46	POOLE LIVING TRUST Kaylin & Scott	3748 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
47	CARPENTER BRUCE M & JoAnn	3734 BUCKSKIN	TRL	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
48								

Exhibit "B"

A	B	C	D	E	F	G	H	I
49	111414-0110	GRIFIN WILLIAM E & Betty	3718 BUCKSKIN	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
50	111414-0112	MILLS SONYA	3706 BUCKSKIN	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
51	111414-0114	MCCAFFERTY ROBERT E & Donna	3644 BUCKSKIN	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
52	111414-0116	FERGUSON DEREK	3630 BUCKSKIN	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
53	111414-0118	DURAN HEATHER E & Deime	7451 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 01
54	111414-0120	TOWSON ARTHUR L III & Naomi	3638 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
55	111414-0122	WEINAUG ANNA G TRUST	3658 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
56	111414-0124	ROBERSON WENDELL R & Maria	3710 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
57	111414-0126	PINKSTAFF LARRY G & Donna	3726 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
58	111414-0128	BOWES STEPHEN M III &	3742 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
59	111414-0130	CUEBAS EDWIN & Yvonne	3756 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
60	111414-0132	DORETY JOSEPH A & Cheryl	3774 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
61	111414-0134	MASON ANN E	3808 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
62	111414-0136	CRITES A P & PAT	3828 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
63	111414-0138	UNDHEIM FAMILY TRUST Al & Anita	3844 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
64	111414-0140	GROVES GEORGE E SR & Martene	3858 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
65	111414-0142	BACON DWIGHT G & Cathy	3872 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
66	111414-0144	COOK DEAN M & Terry	3910 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
67	111414-0146	DICKENSON ROBIN & Omar	3924 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
68	111414-0148	FORBELL SEAN & Julie	3950 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
69	111414-0150	BOWSHEWITZ JOSEPH F ET AL	3950 COLONY COVE	TRL		Jacksonville	32277	COLONY COVE UNIT 01
70	111414-0152	BACALIS WILLIAM N & Katherine	4014 BUCKSKIN	TRL	E	Jacksonville	32277	COLONY COVE UNIT 01
71	111414-0154	MORRISSEY JOHN J III & Sherri	7552 TRAILS END			Jacksonville	32277	COLONY COVE UNIT 01
72	111414-0156	BYRD JAMES G & Siterle	7410 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 01
73	111414-0158	CORBETT KENNETH L & Edith	3688 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
74	111414-0198	WOODS MATHEW	3704 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
75	111414-0200	WILSON JOHN C & Jo Ann	3716 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
76	111414-0202	VARIANO DAVID A & Kim	3732 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
77	111414-0204	LESSER MICHAEL T & Christie	3748 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
78	111414-0206	SAMPLE JOSEPH M & Jennifer	3770 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
79	111414-0208	STANLEY BRADFORD S & Erica	3757 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
80	111414-0210	RADLOFF EDWARD & Kathleen	3739 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
81	111414-0212	PIALORSI JOHN C & Linda	3723 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
82	111414-0214	STRADER KATHLEEN M	3709 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
83	111414-0216	MASON NANCY C LIFE ESTATE	3675 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
84	111414-0218	ZIRHUT PATRICIA G & Paul	3657 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
85	111414-0220	FLORES MIGUEL A JR & Sarah	3641 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
86	111414-0222	ASKINS SALLY	7355 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02
87	111414-0224	DESJARLAIS JASON D & Dana	7371 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02
88	111414-0226	SCOTT SUE ELLEN B/E	7428 BUCKSKIN	TRL	N	Jacksonville	32277	COLONY COVE UNIT 02
89	111414-0228	RIMMER MARGHERITA G TRS	7410 BUCKSKIN	TRL	N	Jacksonville	32277	COLONY COVE UNIT 02
90	111414-0230	ISAAC ERNEST JR	3773 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
91	111414-0240	KECK PAMELA ANN	3759 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
92	111414-0242	CLARKSON JEFFREY B & Edie	3745 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
93	111414-0244	FRYER GEORGE L III & Wilma	3727 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
94	111414-0246	SWAIN WILLIAM R	3713 TIMUCUA	TRL		Jacksonville	32277	COLONY COVE UNIT 02
95	111414-0248	TEELE MARY ANNA & Michael	7536 TRAILS END			Jacksonville	32277	COLONY COVE UNIT 02
96	111414-0250	HODGDON JAMES A	7518 TRAILS END			Jacksonville	32277	COLONY COVE UNIT 02

A	B	C	D	E	F	G	H	I
97 111414-0252	FOUNTAIN V THOMAS	7478 TRAILS END				Jacksonville	32277	COLONY COVE UNIT 02
98 111414-0254	LANGSTON BERNARD J & JAN	7480 TRAILS END				Jacksonville	32277	COLONY COVE UNIT 02
99 111414-0256	KREIDEL WALTER KEITH & BRYN	7440 TRAILS END				Jacksonville	32277	COLONY COVE UNIT 02
100 111414-0258	DERKE MICHAEL C & ELON	3925 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
101 111414-0260	SWINDLE MARTIN V JR & LEIGH	3908 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
102 111414-0280	CAHOON SAMUEL W & CINDY	3857 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
103 111414-0282	WOLLENZIEN JON W & CHRIS	3841 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
104 111414-0284	CLANCY STEVEN P & LISA	3827 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
105 111414-0286	JOINER MICHAEL & ANGLE	3808 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
106 111414-0288	NORTH JOHN R ET AL	3806 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
107 111414-0290	CLARK BELTON M & MARY ANN	3828 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
108 111414-0292	CLIFTON ARTIE D JR & RACHEL	3842 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
109 111414-0294	WADLEY SAUNDRA N REVOCABLE TRUST	3856 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
110 111414-0296	MAYERLEN SIGMUND M & VICTORIA	3908 MUSKET		TRL		Jacksonville	32277	COLONY COVE UNIT 02
111 111414-0298	HORNER HARRY B & SALLY	7428 TRAILS END				Jacksonville	32277	COLONY COVE UNIT 02
112 111414-0300	WINKLER BRADLEY JAY & SUZANNE	7408 TRAILS END				Jacksonville	32277	COLONY COVE UNIT 02
113 111414-0302	HENDRICKS BETTY B/E	7378 TRAILS END				Jacksonville	32277	COLONY COVE UNIT 02
114 111414-0304	BRESNAHAN DOLORES A	7352 TRAILS END				Jacksonville	32277	COLONY COVE UNIT 02
115 111414-0306	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3923 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
116 111414-0308	SCHROADER HUGH EDWARD & JEANINE	3905 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
117 111414-0310	LEE FRED E & BEY	3883 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
118 111414-0312	KEENER DAVID P & JEDNIE	3868 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
119 111414-0314	ALAMRAZ JONATHAN & JONAE	3851 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
120 111414-0316	TUTSON JAMES JR & MARY	3829 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
121 111414-0318	FENNER DAVID E & MYNETTE	3811 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
122 111414-0320	CLUTTER TRUST RAYN & JUAN	3848 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
123 111414-0322	FITZGERALD ALBERT JR & KATH ANN	3862 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
124 111414-0324	MORRISON RICHARD M & KAY	3804 TIMUCUA		TRL		Jacksonville	32277	COLONY COVE UNIT 02
125 111414-0326	BURGE ROBERT L & RITA	3873 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
126 111414-0328	LERCH SHERAN	3857 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
127 111414-0330	WASHMOCK THOMAS J & GAYLE	3841 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
128 111414-0332	VAN WINKLE CHERYL L	3840 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
129 111414-0334	GALTIERI VINCENT C & ELIZABETH (LIZ)	3858 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
130 111414-0336	SCHOENFELD AMY A ET AL	3872 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
131 111414-0338	MONEYHAN MICHAEL & KELLI	3908 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
132 111414-0340	SEXTON DAVID S & TRACI	3914 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
133 111414-0342	MAC NAMARA HILDY ET AL	3928 CALICO		TRL		Jacksonville	32277	COLONY COVE UNIT 02
134 111414-0344	MASSIS THOMAS S & MANISA	7324 TRAILS END		TRL		Jacksonville	32277	COLONY COVE UNIT 02
135 111414-0346	EMERY WILLIAM F III & GRACE	7308 TRAILS END		TRL		Jacksonville	32277	COLONY COVE UNIT 02
136 111414-0348	SORRENTINO DOMINICK & MARYLIN	7258 TRAILS END		TRL		Jacksonville	32277	COLONY COVE UNIT 02
137 111414-0350	KARKANEN NAOMI E	7242 TRAILS END		TRL		Jacksonville	32277	COLONY COVE UNIT 02
138 111414-0352	OSTEEN DOROTHY J & LARRY	3921 ARROW POINT		TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
139 111414-0354	NEWTON JOSEPH R ET AL & EVA JEAN	3907 ARROW POINT		TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
140 111414-0356	COURTWRIGHT MILLER TRUST DAVID SHEPHERD	3871 ARROW POINT		TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
141 111414-0358	JENS KARL THEODORE JR	3855 ARROW POINT		TRL	W	Jacksonville	32277	COLONY COVE UNIT 02
142 111414-0360	DORTCH EDWARD DAVID	3839 ARROW POINT		TRL	W	Jacksonville	32277	COLONY COVE UNIT 02

A	B	C	D	E	F	G	H	I
143 111414-0362	RIGDON JERR L & LOVAN	7374 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
144 111414-0364	EMERSON CAROLE C	7360 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
145 111414-0366	ZIMMERMAN KIMBERLY BREEN	7344 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
146 111414-0368	BARKER BRUCE & DIANNE	7332 BUCKSKIN	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
147 111414-0370	STROUP REDA C & WILLIAM	3632 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
148 111414-0372	JONES RAYMOND E & VICKIE	3644 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
149 111414-0374	BREITENFELD JULIAM	3690 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
150 111414-0376	PULSIFER EDWARD K & TRICIA	3674 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
151 111414-0378	PARKS CHARLTON L & CHERYL	3708 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
152 111414-0380	CHUBIN ROGER & CAROL	3724 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
153 111414-0382	HILL RODNEY W & WILLY	3740 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
154 111414-0384	MURPHY EDWARD H & JUDY	3754 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
155 111414-0386	MCFEELY ROBERT P & PAT	3768 BUCKSKIN	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
156 111414-0388	HARRISON MICHELLE SET AL	7331 BUCKSKIN	TRL	N	Jacksonville	32277	COLONY COVE UNIT 02	
157 111414-0390	WEEKS DONALD & JOY	7347 BUCKSKIN	TRL	N	Jacksonville	32277	COLONY COVE UNIT 02	
158 111414-0392	GREGORY CHARLOTTE M	7338 ARROW POINT	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
159 111414-0394	JOHNSON LISA RENEE	7320 ARROW POINT	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
160 111414-0396	MULLER JOSEPH C JR & TERESA	7304 ARROW POINT	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
161 111414-0398	GREEN CHRISTOPHER S & TERRI	7254 ARROW POINT	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
162 111414-0400	SNEAD J DOUGLAS JR & DOT	7236 ARROW POINT	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
163 111414-0402	SNYDER KENNETH E & ANDY	7224 ARROW POINT	TRL	S	Jacksonville	32277	COLONY COVE UNIT 02	
164 111414-0404	CARTER CHARLES L & BECKY	3698 ARROW POINT	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
165 111414-0406	PARRISH JEAN G	3852 ARROW POINT	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
166 111414-0408	HOOGESTEGER JOHN & DENISE REAGAN	3868 ARROW POINT	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
167 111414-0410	CROSSMAN MARY E	3904 ARROW POINT	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
168 111414-0412	MCCLELLAN DAVID E & JENNY	3920 ARROW POINT	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
169 111414-0414	WILSON MARY L B/E	3938 ARROW POINT	TRL	W	Jacksonville	32277	COLONY COVE UNIT 02	
170 0000-0000	SALEM, RONALD B & NANCY B						COLONY COVE UNIT 02	

A		B		C		D		E		F		G		H	
Real Estate Number		Owner	Street Number	Street	Street Type	City	Zip Code	Subdivision							
1	111414-0455	MCINTOSH BRICE S & ANN	7207	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
2	111414-0460	WILLIAMS EARL L & BETTY	7231	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
3	111414-0465	ANDERSON FRANCIS M	7249	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
4	111414-0470	KLECHAK THOMAS L & DIANE	7263	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
5	111414-0475	FORBESS THOMAS E & WANDA	7311	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
6	111414-0480	WHITEHURST BEVERLY B TRUST	7325	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
7	111414-0485	KNUTH MICHAEL L & LINDA	7341	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
8	111414-0490	ALLBRITTEN GWENDOLYN M	7357	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
9	111414-0495	JONES GREGORY H & TRACY	7379	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
10	111414-0500	DUFRESNE DAVID RAYMOND ET AL & DAVID	7407	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
11	111414-0505	NGUYEN ASHLEY	7433	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
12	111414-0510	BAHRI NABIL & SOHA	7461	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
13	111414-0515	SHERMAN FRANCIS O & FRANK	7477	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
14	111414-0520	HARMON IRA & ALICE	7509	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
15	111414-0525	LABORDE JOHN F JR & CAROLYN	7523	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
16	111414-0530	COMBS ROGER L JR & TERESA	7537	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
17	111414-0535	MAYER JOHN S & KAREN	7555	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
18	111414-0540	JENKS THOMAS M & SHIRLEY	7569	TRAILS END		Jacksonville	32277	COLONY COVE ADDITION							
19	111414-0545	HOLLAND JOHN W AND BONNIE P TRUST	4049	BUCKSKIN	TRL	Jacksonville	32277	COLONY COVE ADDITION							
20	111414-0550	GARNER JOHN R & DEBBIE				Jacksonville	32277	COLONY COVE ADDITION							

June 21, 2013

The Board of Colony Cove, having specifically met for the purpose of considering the new Covenants and Restrictions, does hereby consent to the recording thereof to which this consent is attached.

COLONY COVE CIVIC ASSOCIATION BOARD

President: Carol Marcovsky Carol Marcovsky

Vice President: Mary Ann Clark Mary Ann Clark

Treasurer: Trent Georges Trent Georges

Recording Secretary: Sarah Christenbury Sarah Christenbury

Hospitality: Mary Crossman Mary Crossman

Recreation: Pat McFeeley Pat McFeeley

Community Improvements: Linda Dubs Linda Dubs

Covenants and Restrictions: Larry O'Steen [Signature]

State of Florida  
County of Duval  
Signed in my presence by individuals who  
are personally known to me

[Signature] June 20, 2013



V. THOMAS FOUNTAIN  
Notary Public, State of Florida  
My Comm. Expires Nov. 16, 2014  
Commission No. EE 42807