

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EASTWINDS COURTYARD DEVELOPMENT, INC., hereinafter called Declarant, is the Owner in fee simple of certain real property located in Duval County, Florida known as COURTYARDS AT "15TH", according to Plat thereof recorded in Plat Book 50, pages 23 and 23A, of the current public records of Duval County, Florida, being a replat of Lots 1, 2, 3 & 4, Block 152, PABLO BEACH SOUTH according to Plat thereof recorded in Plat Book 3, Page 28, of the current public records of Duval County, Florida together with that portion of 15th Avenue South, Jacksonville Beach, Florida closed and vacated by Ordinance No. 95-7632, City of Jacksonville Beach, Florida. The said real property (the "Subdivision") consists of ten (10) Lots, numbered 1 through 10, and a Tract "A". For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting such planned Unit development, Declarant states that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

Article I.
Definitions

Section 1. "Association" shall mean and refer to THE COURTYARD AT 15TH HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean and include (a) all real property owned by the Association and designated as Tract "A" on the Replat of the Subdivision for the common use and enjoyment of the Owners subject to reasonable rules of, and regulation by, the Association as well as other property owned by the Association and located within the Common Area such as electrical, water, sewer and plumbing piping, conduit and wiring and such additional personal property, if any, as shall be purchased by the Association in the future.

Section 3. "Declarant" shall mean EASTWINDS COURTYARD DEVELOPMENT, INC., a Florida corporation, and its heirs, successors, and assigns provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the Replat of the Subdivision with the exception of Tract "A". A Lot shall contain no less than 2,106 square feet and no more than 2,397 square feet.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep structures, walkways, landscaping, lighting, and other related improvements and fixtures in a condition

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(15)

comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds Membership in the Association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

Section 11. "Surface Water Or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 12. "Unit" means a residential structure located upon a Lot. Each Unit shall have a minimum air conditioned/heated floor area of 1,445 square feet as to a one bedroom Unit; 1,520 square feet as to a two bedroom Unit; and 1,430 square feet as to a three bedroom Unit. No Unit or other structure located on any Lot or within the Common Area shall exceed thirty-five (35) feet in height.

Article II.

Membership in Association; Voting Rights

Section 1. Every Owner of a Lot shall be a Member of the Association; Membership shall be appurtenant to and may not be separated from Ownership of a Lot.

Section 2. The Association shall have two classes of voting Members as follows:

Class A. Class A Members shall all be Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Class B. Class B Member shall be Declarant, who shall be entitled to exercise three (3) votes for each Lot owned. Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or on December 31, 1999, whichever first occurs.

Article III.
Assessments

Section 1. Lien and personal obligation of assessments. Declarant covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision and for the improvement and Maintenance of the Common Area situated within the Subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the Common Area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of any recreational facilities located within the Common Area. Currently, no recreational facilities are planned for the Common Area.
- (d) Maintenance and repair of the Surface Water Or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements. The Association shall be responsible for the Maintenance, operation and repair of the Surface Water Or Stormwater Management Systems. Maintenance of the Surface Water Or Stormwater Management Systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water

or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water Or Stormwater Management Systems shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

(e) Fire insurance covering the full insurable replacement value of the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(h) A standard fidelity bond covering all Members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

(i) Any other materials, supplies, furniture, labor, services, Maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions. In the event the need for Maintenance or repair of any portion of the Common Area is attributable to the wilful or negligent act of the Owner of a Lot, or the Owner's family, guests, or invitees, the cost of such Maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

Section 3. Maximum annual assessment. (a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment per Lot shall be One Thousand And Twenty Dollars (\$1,020.00).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the Members.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above five percent (5%) by the vote or written assent of a majority of each class of Members.

(d) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on or within the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of Members.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of Members, Members who were not present in person or by proxy may give their assent in writing within three (3) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the county clerk of Duval County, a list of delinquent assessments as of that date.

Section 8. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the

assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article IV.
Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

(a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the Common Area;

(b) The right to suspend the right of use of recreational facilities and the voting rights of any Owner for periods during which assessments against such Owner's Lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding five (5) days for any infraction of the published rules and regulations of the Association;

(c) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the Members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of Members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each Owner may delegate the right of enjoyment in and to the Common Areas and facilities to the Members of the Owner's family, and to guests, tenants, and invitees. Each such Owner is and shall remain responsible for the conduct of his or her family, guests, tenants and invitees who shall likewise be subject to the terms of this Declaration and the rules and regulations of the Association.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an Owner.

Section 4. Other Easements.

(a) Easements for installation and Maintenance of utilities and drainage facilities are shown on the recorded Subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and Maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for Maintenance of which a public authority or utility company is responsible.

(b) No dwelling Unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Or Stormwater Management Systems not located within any Common Area in order to repair and maintain the said system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Or Stormwater Management Systems as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Or Stormwater Management Systems to the extent such systems are not located within the Common Area. No person shall alter the drainage flow of the Surface Water Or Stormwater Management Systems, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(D) Every portion of a Unit contributing to the support of an adjacent Unit shall be burdened with an easement of support for the benefit of such adjacent Unit. The Owners of such adjacent Units shall equally divide between themselves the cost of necessary repair to party walls dividing their respective Units.

Section 5. Right of Entry. The Association, through its authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such Maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot Owned in cotenancy.

Article V.
Use Restrictions

In addition to all of the covenants and conditions contained in this Declaration, the use of the Lots, Units located thereon and Common Area is subject to the following:

Section 1. Lot and Unit use. No Lot and Unit shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except a residential Unit may be used as a combined residence and executive or professional office by the Owner thereof, so long as such use does not interfere with the quiet enjoyment by other residential Unit Owners of their Units. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

Section 2. No Time Share Use. No Unit shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program, or arrangement, including, without limitation, any so-called "vacation license," "travel club," "extended vacation," or other Membership or time-interval Ownership arrangement. The term "time-sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the Unit or any portion thereof rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically reoccurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less. Provided, this section shall not be construed to limit the personal use of any Unit or any portion thereof by any Unit Owner or his or her or its social or family guests.

Section 3. No health care facilities. No health care facilities operating as a business or charity in serving the sick, elderly, disabled, handicapped, or retarded shall be permitted in any Unit.

Section 4. Nuisances. No noxious, illegal, or seriously offensive activities shall be carried on within any Unit or the Common Area, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Unit, or which shall in any way increase the rate of insurance for any Unit, or cause any insurance

policy to be cancelled or cause a refusal to renew the same or which will impair the structural integrity of any Unit.

Section 5. Vehicle restrictions. No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pick-up truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any Lot, other than temporarily (for not more than two (2) consecutive days), unless placed or maintained within an enclosed garage located within the Unit on that Lot. The term commercial vehicle shall not include sedans or standard size vans and pick up trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No noisy or smoky vehicles shall be operated on any Lot. No unlicensed motor vehicles shall be operated on any Lot. Garages shall be used to park vehicles permitted hereunder, and not for storage.

Section 6. Signs. No signs shall be displayed to the public view from any Unit or Lot or the Common Area except such signs as are approved by the Association. One only "for sale" or "for rent" sign per Unit shall be allowed, provided it does not exceed five (5) square feet in size.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. No pets shall be allowed in the Common Area except as may be permitted by the rules of the Association. No dog shall enter the Common Area except while on a leash which is held by a person capable of controlling it. After making a reasonable attempt to notify the Owner, the Association or any Owner may cause any unleashed dog found within the Common Area to be removed by the Association to a pound or animal shelter under the jurisdiction of the City of Jacksonville Beach or Duval County, Florida by calling upon the appropriate authorities for removal. Owners shall prevent their pets from soiling any portion of the Common Area and shall promptly clean up any mess left by their pets. Owners shall be fully responsible for any damage caused by their pets.

Section 8. Garbage and refuse disposal. All rubbish, trash, and garbage shall be regularly removed from the Lots by or on behalf of the Owners thereof, and shall not be allowed to accumulate thereon. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from the view of other Units and the Common Area.

Section 9. Radio and Television Antennas. No alteration to or modification of a central radio and/or television antenna or cable television system, whichever is applicable, if

developed by Declarant or a cable television franchisee and as maintained by the Association or such franchisee, shall be permitted, and no Owner may be permitted to construct and/or use and operate an external radio and/or television antenna without the consent of the Association. All fees for the use of any cable television system shall be borne by the respective Unit Owners, and not by the Association.

Section 10. Right to lease. No Owner shall be permitted to lease his or her Unit for any period less than 60 days. Any lease agreement shall be required to provide that the term of the lease shall be subject in all respects to the provisions of this Declaration and all rules and regulations adopted by the Association and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. All Owners leasing or renting their Units shall promptly notify the Association in writing of the names of all tenants and Members of tenant's family occupying such Unit and of the address and telephone number where such Owner can be reached. All such leases shall be in writing.

Section 11. Architectural control. No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted or maintained upon any Lot or Unit, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Association. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such improvements alterations, etc., shall be submitted to the Association for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location with respect to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with Declarant's original color scheme, or to rebuild in accordance with Declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Association, or to rebuild in accordance with plans and specifications previously approved by the Association. Nothing contained herein shall be construed to limit the right of an Owner to paint or wallpaper the interior of his or her Unit with any color or texture desired.

Section 12. Landscaping. No landscaping of patios or yards visible from the Common Area or other Units not involving the use of natural plants, grass, trees, or shrubs, and which involves the use of synthetic materials, or concrete, rock, or similar materials shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Association.

Section 13. Drapes. All drapes, curtains, window coverings, shutters, or blinds visible from other Units, the Common Area or a street shall be of such color or colors, lined in such

color or colors and be comprised of such materials and patterns as are approved by Association.

Section 14. Clotheslines. There shall be no outside laundering or drying of clothes, except inside fenced patios with clothes to be hung below fence level so as not to be visible from street, the Common Area or other Units. No draping of towels, carpets or laundry over railings shall be permitted.

Section 15. Power equipment and car Maintenance. No power equipment, hobby shops, or car Maintenance (other than emergency work) shall be permitted on any Lot outside of a Unit except upon the prior written approval of the Association. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the Association shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

Section 16. Liability of Owners for damage to Common Area. The Owner of each Unit shall be liable to the Association for all damage to the Common Area and the Association's improvements, personal property and fixtures located thereon caused by such Owner or any occupant of his or her Unit or guest or by such Owner's pets, except for that portion of such damage, if any, fully covered by the Association's insurance. Liability of an Owner shall be established only after notice to the Owner and hearing before the board of directors of the Association. In the event an Owner disagrees with the decision of the Association on the question of liability, the Owner may petition a court of law or submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and conclusive on the parties.

Section 17. Basketball And Sports standards. No basketball apparatus or fixed sport apparatus attached to the exterior surface of any of a Unit or the Common Area shall be permitted.

Section 18. Retention Pond(s). No boats, water craft or bathing shall be permitted nor shall any garbage or waste be disposed of in any water retention pond located within the Common Area.

Section 19. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the sale, rental, or other disposal of residential Units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their

representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Subdivision Lots.

As used in this section, the words "its transferees" specifically exclude purchasers of Lots improved with completed residences.

Article VI. Owners' Obligation to Repair

Each Owner shall, at such Owner's sole cost and expense, repair such Owner's Unit, keeping the same in a condition comparable to its condition at the time of its initial construction, excepting only normal wear and tear.

Article VII. Owners' Obligation to Rebuild

If all or any portion of a Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such Unit in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

Article VIII.
Owners' Obligation To Repair Common Roofs

The Units situated on Lots 1, 2, 3, 4 and 5 share a Common Roof. Likewise, the Units situated on Lots 6, 7, 8, 9 and 10 share a Common Roof. If all or any portion of a Common Roof is damaged or destroyed by fire or other casualty, it shall be the duty of the Lot Owners who share the damaged or destroyed Common Roof, with all due diligence, to rebuild, repair, or reconstruct such Common Roof in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within ten (10) days after the damage occurs, and shall be completed within thirty (30) days after the damage occurs, unless prevented by causes beyond the control of the Owners sharing the repair expense related to a damaged Common Roof.

Article IX.
Annexation of Additional Property

Additional residential property and Common Area may be annexed to the Subdivision with the consent of two-thirds (2/3rds) of each class of Members.

Article X.
General Provisions

Section 1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Additionally, 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 these covenants and restrictions which relate to the Maintenance, operation and repair of the Surface Water Or Stormwater Management Systems. Failure by Declarant, the Association, the St. Johns River Water Management District (as to the Surface Water Or Stormwater Management Systems) or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by recording an instrument executed and acknowledged by not less than three-quarters (3/4ths) of each class of Members. Provided, However, any amendment which purports to alter any provision of these covenants and restrictions relating to the Surface Water Or Stormwater Management Systems beyond Maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of twenty one (21) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years each, unless otherwise agreed to in writing by the then Owners of at least three-quarters (3/4ths) of the Subdivision Lots.

Executed at City of Jacksonville Beach, Duval County, Florida on December 28, 1995.

Signed, Sealed and Delivered
in the Presence of:

Vicky K Martin

Maureen E Winkler

EASTWINDS COURTYARD
DEVELOPMENT, INC.

Benjamin D Sibley III
Benjamin D. Sibley, III, President

STATE OF FLORIDA)
COUNTY OF DUVAL) ss.

BEFORE ME, the undersigned authority, personally appeared BENJAMIN D. SIBLEY, III, the President of Eastwinds Courtyard Development, Inc. on December 28th, 1995, who did acknowledge the execution of the foregoing instrument as the voluntary act and deed of said corporation, who is personally known to me or produced a Florida Drivers License as identification and who did take an oath.

Vicky K. Martin
Vicky K. Martin
Notary Public, State of Florida At Large

WITNESS The Seal Of My Office:



VICKY K. MARTIN
MY COMMISSION # CC428654 EXPIRES
December 23, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

Bk: 8249
Pg: 2311 - 2325
Doc# 95257987
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