

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NEPTUNE BY THE SEA - UNIT THREE**

(16)

THIS DECLARATION, made on the date hereinafter set forth by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as "Property") in Neptune Beach, Duval County, State of Florida, which is more particularly described as follows:

All lots shown on Plat of NEPTUNE BY THE SEA - UNIT THREE according to Plat thereof recorded in Plat Book 46, Pages 78, 78A, 78B, public records of Duval County, Florida.

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

ADDITIONAL LAND

The Declarant may (but has no obligation to, and shall not be required to) annex additional land (hereinafter referred to as "Additional Land"), now or hereafter owned by Declarant, its successors or assigns, without the consent of any Owner, or mortgagee of any Owner (unless required by the Federal Housing Administration, the Veterans Administration, or the Federal National Mortgage Association), at any time within five (5) years of the date of this Declaration. Additional Land or portions thereof may be annexed by one or more Supplemental Declarations of Annexation from time to time, in accordance with the provisions of Article IX hereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to THE NEPTUNE BY THE SEA OWNERS ASSOCIATION, INC., a Florida corporation, not for profit, or a similarly-named corporation, hereafter incorporated by Declarant pursuant to Article III, Section 1 hereof, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association as duly elected from time to time in accordance with the Bylaws of the Association.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Property, as defined below, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, unless and until such secured party has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

Section 4. "Plat" shall mean the Plat of NEPTUNE BY THE SEA - UNIT THREE recorded in Plat Book 46, Pages 78, 78A, 78B, of the current public records of Duval County, Florida.

Section 5. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, together with improvements

RECORD & RETURN TO:

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thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation, as provided in Article IX.

Section 6. "Lot" shall mean and refer to any plot of land, together with the improvements thereon, if any, shown upon the recorded plat excepting dedicated roadways or streets, thereon, and shall include all lots as shown on a recorded or preliminary plat of any property brought within the jurisdiction of the Association by annexation, as provided in Article IX.

Section 7. "Common Area" shall mean all real property if any and improvements thereon hereafter owned by the Association for the common use and enjoyment of the Owners. At the time of recording of this Declaration there are no Common Areas. Any provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association relating to the Common Areas will become effective only if this Declaration is amended to add Common Areas or if the Association should acquire Common Areas.

Section 8. "Declarant" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Dwelling Unit" shall refer to any dwelling unit or living unit constructed or to be constructed on the Property, together with all additions to or replacements of such dwelling or living units whether free standing, connected to another dwelling unit by a common party wall, or within a single building containing more than one dwelling unit.

Section 10. "Rear Yard" shall refer to that portion of a lot lying between the line of the rear foundation of the Dwelling Unit constructed thereon (and the extension of such rear foundation line to its intersection with the side boundary lines of the lot) and the rear lot line of said Lot.

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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II -- PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. In the event this Declaration is amended to add Common Areas, then every Owner shall have a right and easement of ingress and egress and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding the foregoing, in no event may the Association deny an Owner the use of any entrance areas or private roads so as to prohibit ingress and egress to the Owner's Lot.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area or to grant permits, licenses or easements therein or thereover, to any public agency, authority or public or private utility for roads or utility services or other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or

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transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded in the public records of Duval County, Florida.

(c) The easements and rights described in Sections 3, 4, and 5 of this Article II.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Area and facilities, if any, to the members of the Owner's family, tenants, or "agreement for deed" purchasers who reside on the Property.

Section 3. Utility Easement and Maintenance.

(a) Declarant hereby reserves, unto itself, its successors and assigns, a perpetual, transferable and releasable easement, privilege and right to install, erect, maintain, repair, replace and operate utility lines and facilities (including without limitation, electric, telephone, water, sewerage and drainage lines, cables and conduits; water mains; drainage lines and ditches; sewer lines and force mains; and any other equipment for providing water, sewage, disposal, electrical, telephone, gas, heating, cable television or other communications or utility services) in, over and under all of the following described property (except any portion thereof upon which Declarant has erected any portion of a Dwelling Unit or other improvements):

- (i) All easements shown on the Plat (whether such easements are shown thereon to be for utility, drainage or other purposes);
- (ii) the rear seven and one-half (7 1/2) feet of each lot;
- (iii) an area five (5) feet in width lying immediately adjacent to and along each interior side lot line of each Lot;
- (iv) all retention areas or ponds, including side slopes and the area lying within ten (10) feet beyond the top of bank;

together with the right of ingress and egress for the purpose of exercising the easements herein reserved. The Declarant shall have the unrestricted right and power to alienate, transfer and release privileges, easements and rights referred to in this paragraph and to grant additional non-exclusive easements to utility companies serving the Property to install, operate, maintain, repair and replace utility lines and equipment in the above described easement area. The Owners of each Lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the plat are and shall remain private easements and the sole exclusive property of the developer and its successors and assigns. In the event any lot in this plat is subdivided, then the side lot line will be deemed to have been moved according to its new dimensions and the former five foot side line easement, will be deemed to follow on each side of the new lots thus created.

(b) Each utility company providing service to any Dwelling Unit on the property, its successors, assigns, agents and employees, shall have a perpetual and unobstructed easement and right of entry upon each Lot to the extent necessary or convenient to permit the installation, maintenance, replacement, removal, repair, servicing and reading of utility meters on any Lot. No owner, occupant or tenant of any Dwelling Unit shall erect any fence or any locked gate which inhibits such access.

(c) All utility lines serving one Dwelling Unit only shall be maintained by the Owner or Owners of the Dwelling Units served thereby from the Dwelling Units served to the point where such lines

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connect to the main line. All other utility lines, including drainage lines, drainage ditches and drainage retention ponds, lakes or basins, and all associated drainage structures serving or providing drainage of the Property, shall be maintained by the Association.

(d) Developer hereby reserves unto itself, its successors and assigns, for the use and benefit of the Additional Land, and any other property now or hereafter owned by Declarant, whether or not the same shall become subject to this Declaration, a non-exclusive, perpetual and transferable easement for drainage over and through all drainage ditches, lines, and retention areas, if any, upon the Property.

Section 4. Sewage Disposal. Each owner of a building plot, at owner's expense, shall connect the owner's sewage disposal lines to the sewage collection provided to serve that owner's building plot so as to comply with the requirements of the City of Neptune Beach sewage collection and disposal service. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any lands without the approval of the City of Neptune Beach and any appropriate regulatory agencies and no sewage shall be discharged onto the open ground or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.

Section 5. Additional Easements.

(a) Additional easements may be reserved or granted by Declarant with respect to any Lot at any time prior to the time that Lot is conveyed to an Owner other than Declarant.

(b) Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive and transferable easement over the roadway areas as shown on the Plat for ingress and egress and for the purpose of installing utility lines, cables and equipment for serving any other property now or hereafter owned by Declarant, whether or not this Declaration is amended to add such property to the lands encumbered by this Declaration.

Section 6. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

ARTICLE III - FORMATION OF ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Formation of Association. Prior to the sale or transfer by Declarant of the last Lot encumbered by this Declaration to be owned by Declarant, Declarant shall create a Florida Corporation, not for profit, for the purpose of carrying out the responsibilities and exercising the rights set forth in this Declaration to be exercised by the Association. Upon the creation of such Association, Declarant, its successors or assigns, shall make and record in the public records of Duval County, Florida, a Special Amendment to this Declaration, attaching as an Exhibit thereto a copy of the Articles of Incorporation of the Association, as filed with the Secretary of State of Florida. Such Special Amendment may be made by Declarant, its successors or assigns, without the consent or joinder of any other Owner or the holder of any Mortgage upon any Lot or any interest in the Property. Upon the creation of the Association and the recording of such Special Amendment, every Owner of a Lot which is subject to this Declaration shall be a member of

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the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of such lot shall be the sole qualification of membership.

Section 2. Membership and Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) One hundred and twenty (120) days after the conveyance that makes the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) Five years after the conveyance of the first lot to a Class A member;

provided however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article III, whichever occurs first.

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property including but not limited to the following:

(a) for the improvement and maintenance of the Common Area, if any, which Declarant hereby covenants and agrees to maintain until such time as an Association is formed pursuant to Article III;

(b) for the maintenance, improvement and operation of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements, surface and subsurface drainage systems, lakes or ponds and all associated drainage structures serving or providing drainage of the Property; all of which Declarant hereby covenants and

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agrees to maintain until such time as an Association is formed pursuant to Article III;

(c) to maintain in good condition and repair any entrance signs and any landscaping serving any entranceway to the Property described herein, and to maintain any Median areas or other landscaped areas which are within the rights of way as shown on the plat; all of which Declarant hereby covenants and agrees to maintain until such time as an Association is formed pursuant to Article III;

(d) to do anything necessary and desirable, in the judgment of the Association, to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be a benefit to the Owners of the Property;

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred and no/100 dollars (\$100.00) per year for each Lot. The entire annual assessment shall be paid in advance in one payment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, 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 membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, at which a quorum is present.

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

(e) The Association, in determining the common expenses, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Property and Common Area, if any, and such reserve fund shall be maintained out of regular assessments for common expenses.

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 to meet bona fide expenses of the Association not anticipated to be incurred on a regular or annual basis, or to cover the cost and expense of maintenance and repairs or replacements of improvements upon a Lot which the Owner thereof is responsible to make under Article VII hereof, but has failed to make, or for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property or Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a

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majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that Declarant shall pay a lesser rate as set forth in Section 11 hereafter. The Assessments may be collected on a monthly or quarterly basis, i. e., 1/12th or 1/4th of the annual assessment on each Lot each month or each quarter, respectively.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the formation of the Association and shall be due on the first day of each month thereafter. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. In the event that the assessment is not paid on or before the 25th day of the month a late penalty in an amount to be determined from time to time by the Board, but not to exceed five dollars (\$5.00) shall be due and payable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or Common Area, if any, or abandonment of the owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein upon any Lot shall be subordinate to the lien of any first mortgage upon that Lot unless notice of the assessment lien is filed in the public records of Duval County, Florida, prior to the recording of such mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. A foreclosure sale, or a proceeding in lieu thereof, shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon the Owner's Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed against the remaining Lots as a common expense.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority or utility company, and all property designated as Common Area, if any, and model units or sales offices shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

Section 11. Declarant Assessment. Notwithstanding the foregoing, the Declarant shall be exempt from the annual assessment charged to Owners so long as there is Class B membership as set forth in Article III, except that,

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after creation of the Association, the Declarant shall pay each month to the Association an amount equal to twenty-five percent (25%) of the annual assessment due and payable for the applicable month for each Lot upon which the improvements have been completed, which Developer owns, and which is not used as a residence. At such time as the Lot is occupied, the Owner thereof, whether or not the Owner is the Declarant, shall be liable for the full monthly prorated payments of the annual assessment. Once the Lot has been occupied for residential use it shall always be subject to the payment of the full assessment, whether occupied or unoccupied.

So long as there is Class B membership, Declarant hereby covenants and agrees that in the event that the total annual assessment revenues of the Association are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

The Declarant's assessment, whether a partial or full assessment, together with interest, costs and attorney's fees shall be a charge on the Declarant's Lots and shall be a continuing lien upon the Lot against which the assessment is made.

ARTICLE V - ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. The Declarant, and its successors and assigns, shall appoint as a standing committee an Architectural Review Committee (the "Committee") composed of three (3) or more persons. Members of the Committee shall serve at the pleasure of the Declarant, its successors and assigns. No member of the Committee shall be entitled to compensation for services performed, but the Declarant may employ independent professional advisors to the Committee. Committee members need not be Owners.

Section 2. Approval Rights. The Committee, its legal representatives, successors and assigns, shall have the exclusive right to approve the site plan, architectural plans, specifications and materials for all building, structures, grading, landscaping, and other improvements hereafter to be constructed on any Lot, except those Lots belonging to Declarant, including but not limited to buildings, fences, walls, exterior paint color changes, patios, verandas, utility buildings and driveways, regardless of their size or purpose or attachment to any existing residential building. No building, structure, grading, landscaping, fence or other improvement may be erected, placed, performed or remain on any Lot, except those Lots belonging to Declarant, unless and until a set of building plans as defined below, and such other information with respect thereto as the Committee may require, is submitted to and approved in writing by the Committee.

Section 3. Procedures. The Committee shall exercise its right of review and approval in the following manner:

(a) An Owner or other party who desires to place or construct a building, structure, fence, landscaping or other improvement on a Lot or do any grading thereon shall submit two (2) complete sets of building plans, as described below, to the Committee.

(b) The building plans must include (i) specifications showing the nature, type, shape, height, size, floor plan and exterior color scheme of the proposed development, (ii) drawings describing the location and orientation of the proposed development on the Lot, its approximate square footage, and its front, side and rear elevations, (iii) a list of construction materials for the proposed development, (iv) plans for any grading and landscaping, (v) the proposed parking layout, (vi) plans for handling trash and garbage, and (vii) a

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construction schedule for the proposed development. The Committee may require the submission of any information that the Committee, in its sole discretion, deems necessary to the formation of an informed judgment of the proposed project.

(c) The Committee shall have the absolute right to refuse to approve any building, fencing, grading or landscaping plans or proposed improvement on any ground or grounds (including purely aesthetic considerations) which the Committee shall, in its sole discretion, deem to be sufficient.

(d) The Committee shall have ten (10) working days after the date on which all plans, specifications and other required information are submitted to approve or disapprove a proposed development, and failure by the Committee to send or personally deliver written notice of approval or disapproval within this time period shall be deemed an approval of the proposed development.

(e) In the event that a development is approved, construction shall start promptly upon the receipt of a written notice of approval and shall be prosecuted to completion with diligence and in strict conformity with the plans and specifications upon which such approval is based.

(f) In the event that a development is disapproved, the written notice of disapproval shall state, with reasonable detail, the reason(s) for disapproval. If, in the sole opinion of the Committee, any defects in the plans and specifications of the proposed project can be satisfactorily cured, the written notice of disapproval shall also contain the Committee's recommendations for remedying the same.

(g) An Owner whose development has been disapproved shall have the right to appeal the decisions of the Committee to the Owners in the following manner: upon receipt of a notification of disapproval, the aggrieved owner shall furnish to the other Owners a copy of all materials submitted to the Committee as required by this Article. If the Owner is able to secure the approval of Owners of 51% of the Lots for the proposed development, the Owner shall submit the evidence of such approval to the Committee, who shall then provide to the Owner the written notice of approval of the development as provided in this paragraph. All approvals secured from the Owners as provided in this paragraph shall be in writing, executed by the Owner giving his or her approval, whose signature shall be acknowledged before a Notary Public.

(h) The Committee or the Declarant shall be entitled by appropriate action to stop any construction of, or change, or alteration in, any building, structure, landscaping or other improvement that is begun without first acquiring approval in accordance with the foregoing provisions, and shall be entitled to require that the premises be restored to its original condition at the expense of the Owner of the Lot and the person undertaking such construction, change or alteration, or either of them.

ARTICLE VI - USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration:

Section 1. Use of Lots. Each lot shall be used for a single household and for residential, non-commercial purposes only, except as provided herein. Nothing herein shall be construed to prohibit leasing of the Lots or the improvement thereon, provided that such leases are in compliance with Section 5 hereof. Notwithstanding the foregoing, Declarant shall have the

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right to use any Lot or Dwelling Unit as a real estate sales office so long as that Lot or Dwelling Unit is owned by or leased to Declarant.

Section 2. Insurance. Not use shall be made of any Lot or of the Common Area, if any, which will increase the rate of insurance upon the Property or any Lot, without prior consent of the Association or the Owner of any affected Lot. No Owner shall permit anything to be done or kept on the Owner's Lot or on the Property or Common Area, if any, which will result in cancellation of insurance on any Lot or any part of the Property or Common Area, if any, or which will be in violation of any law. No waste shall be committed in the Common Area, if any.

Section 3. Nuisances. No noxious or offensive activity shall be allowed upon the Property, or upon any Lot, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Property or any Lot by Owners or the Association. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist on the Property or any Lot.

Section 4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

Section 5. Leasing. All leases of the Lots or improvements thereon must be for a minimum of six (6) months and must provide that the lessee shall be bound by the provisions of this Declaration and any noncompliance by such lessee shall be the responsibility of the Owner. This section shall not apply to lease by an Owner to the Declarant of premises for use as a real estate sales office.

Section 6. Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless the same are located wholly within the rear yard and obscured from view from any street or any adjacent Lot or located in such manner that the same are obscured from view from any street or any adjacent Lot: pens, yards, platforms, and houses for pets, hothouses, greenhouses, above ground storage or construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, tool shops and workshops, play houses, outdoor fireplaces, barbecue pits, garbage and trash cans and receptacles, and other mechanical equipment and any other structures or object determined by Declarant, the Board or the Committee to be of an unsightly nature or appearance. This provision shall not prohibit Declarant from storing construction materials upon any Lot during construction of improvements thereon.

Section 7. Temporary, Movable Structures. Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. This paragraph shall not however prevent the use by Declarant of a temporary construction shed during the period of actual construction of Units upon Lots hereunder, nor the use of adjacent sanitary toilet facilities for workers during the course of such construction, nor the use of any Lot or Unit thereon for a sales office so long as such Lot is owned by Declarant.

Section 8. Window Air Conditioner. No window air conditioner unit shall be installed in any building upon any Lot without the prior written consent of Declarant, the Board, or the Committee.

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Section 9. Antennas. No radio or television aerial antenna or satellite dish antennas or any other exterior electronic or electric equipment or device of any kind shall be installed or maintained on the exterior of any building located on a Lot, or on any portion of any Lot not occupied by a building or other structure, unless and until Declarant, the Board or the Committee shall have approved of the location, size and design thereof and the necessity therefor.

Section 10. Mail Boxes. There shall be no mail boxes or newspaper boxes unless approval therefor is given by Declarant, the Board or the Committee, which shall also require approval as to the initial and approval as to continued location, size and design.

Section 11. Trash. Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot or street which shall also require approval as to the initial and approval as to continued location, size and design.

Section 12. Parking, Storage, Repairs. Except for passenger cars and pickup trucks for personal use, no vehicles (including, without limitation, boats, trailers, motor homes, mobile homes and recreational vehicles), nor any junk, abandoned, disabled or inoperable vehicles, including passenger cars and pickup trucks for personal use, nor any similar property shall be kept on any street or driveway or stored on any Lot except within a garage, or fully fenced rear yard. No repairing or overhauling of any vehicles is allowed on any part of the Property of a Lot. No vehicle shall be parked in any portion of a Lot which is not paved as a driveway or parking area. Notwithstanding the foregoing, Declarant shall have the right to maintain temporary additional parking upon any Lot owned or leased by Declarant and used as a real estate sales office.

Section 13. Condition of Lots. Each owner shall maintain the entire Lot (and the improvements thereon) in a neat and clean condition at all times. No trash, garbage, rubbish, debris, refuse or unsightly objects shall be allowed to be placed accumulated, or suffered to remain anywhere on any Lot or street.

Section 14. Drying. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Lot or any street.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot or other portion of the Properties. There shall be allowed no more than two (2) domesticated dogs, cats or other household pets for each Unit provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and provided that such pets shall not be permitted to run free. If, in the sole discretion of Declarant or the Board, any of said pets become dangerous or an annoyance or nuisance to other residents of the Property or surrounding areas, or destructive of wildlife or property, they must not thereafter be kept on the Property.

Section 16. Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property without the prior written consent of the Declarant.

Section 17. Garbage Collection. Each Owner shall contract with a garbage collection company or agency to remove garbage, trash and rubbish from such Owner's Lot.

Section 18. Additional covenants and Restrictions. Other than Declarant, no owner of any part of the Property shall, without the prior

written approval of Declarant, impose any additional covenants and restrictions on any part of the Property.

Section 19. Regulations. Reasonable regulations and rules concerning the use of the Property may be promulgated, modified or amended from time to time by the Board; provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of each class of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

Section 20. Fences. No chain link fence shall be erected upon any portion of the Property and any wooden fence shall either be unfinished or have clear sealant applied. No fence shall be erected on any Lot in the area between the building foundation line at the front of the Dwelling Unit (and the extension of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling Unit. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location and height thereof has been approved in writing by the Association or the Architectural Committee (as defined in Article V hereof) as to the harmony of composition, materials, color, design and height in relation to surrounding structures and topography. The Association and Architectural Committee shall require the composition, materials, color, design and height of any fence to be consistent and harmonious with other fences on the Property, if any. All fences shall comply with the requirements of Article V, Sections 2-3 hereof. The restrictions of this paragraph shall not apply to a Lot owned by or leased to Declarant and used as a real estate sales office, so long as such Lot is used for that purpose.

Section 21. Window Coverings. No aluminum, tinted or reflective glass or other tinted or reflective material shall be permitted on any window of any building or other improvement on the property. No objects which are unsightly or offensive in the sole opinion of the Board or the Committee shall be placed in the windows so as to be visible from the street or other property.

Section 22. Exterior Appearance. In order to preserve the architectural consistency and the uniform appearance of the improvements constructed upon the Property, no alteration or changes shall be made to the exterior of any Dwelling Unit or improvements constructed upon the Property (including changes in color or painting of exterior surfaces, installation of exterior lighting or hardware of a different type of appearance from that originally constructed, installed or applied by Declarant) without prior written consent from the Board or the Architectural Committee as required by Article V hereof.

Section 23. Garages. No garage on any Lot shall be enclosed or converted for use as part of the living area or a dwelling unit, or used for any purpose other than that for which it was originally constructed.

Section 24. Signs. No sign of any character shall be displayed or placed upon any lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height and design specified by the Developer which follows City Codes. In no event shall any such permitted sign exceed 24 inches by 36 inches in size. The Developer may enter upon any building plot and summarily remove, without notice, any signs which do not meet the provisions of this paragraph.

Section 25. Commercial Signs. Nothing contained in these Covenants

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and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial or display signs, of whatever size and type determined by Developer, and such temporary dwellings, model houses and other structures as the Developer may deem advisable.

Section 26. Trees. No tree(s) may be cut down or removed at any time after occupancy without the prior written consent of the Board or Committee, and in all events, consent must first be obtained from the City of Neptune Beach, Florida, if required by applicable ordinance. This provision does not apply to Declarant.

ARTICLE VII - EXTERIOR MAINTENANCE AND LANDSCAPING

Section 1. Building Maintenance. Each Owner shall maintain in good order and repair the exterior of the building located upon such Owner's Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, then the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents, and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be due and payable immediately, shall be added to and become part of the assessment to which such Lot is subject, and shall be secured by the lien for assessments.

Section 2. Easement for Building Maintenance. The Owner of each Lot (the "Servient Lot") by acceptance of the Owner's deed, grants to each adjacent Owner, said Owner's agents and employees the right of ingress and egress over the Servient Lot for the purpose of maintaining and repairing the adjacent Owner's Lot as required herein. Any such entry except in the case of an emergency shall be during reasonable hours and done so as to minimize any disturbance of the Servient Lot Owner's property use and upon completion of the maintenance, the Servient Lot shall be restored to its condition prior to entry. In addition, the Association and its authorized agents are hereby granted an easement of ingress and egress over each and every Lot for the maintenance and repair required by the Declarant, and doing other work reasonably necessary for the proper maintenance and operation of the Property and the improvements thereon.

Section 3. Landscaping and Weed Control. Each Lot, including the portion of the Lot between the street pavement and the right of way line shall be landscaped and maintained. No gravel, rocks, artificial turf or similar material shall be permitted as substitute for a grass lawn. No fences shall be permitted on the portion of the Lot between the Dwelling Unit and the adjacent public street. The composition, location and height of any fence to be constructed on any other portion of the Lot shall be subject to the approval of the Association. To the extent permitted by the City of Neptune Beach, the Association shall maintain the landscaping upon any median areas within the streets as shown on the Plat. The provisions of this paragraph shall not apply to a Lot owned by or leased to Declarant for use as a real estate sales office, so long as the Lot and improvements thereon are used for that purpose. Each building plot, whether such plot be improved or unimproved, shall be kept free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall be kept at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply, the Association or Declarant shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth, and weeds and rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Association as described in Section 1 above.

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ARTICLE VIII - RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of a mortgage holder, lender, insurer, or guarantor of a mortgage on the Property or any Lot or the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Veteran's Administration or the Federal Housing Administration, or any agent of any of the aforesaid having an interest in or mortgage upon a Lot (hereinafter jointly and severally referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE IX - ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. For a period up to five (5) years after the date of recording this Declaration, the Declarant shall have the right (without obligation to do so), from time to time and in its sole discretion without the consent or joinder of the Association, any Owner, or mortgagee of any Owner (unless otherwise required by the Federal Housing Administration, the Veteran's Administration, or the Federal National Mortgage Association) to annex to the Property and to include within this Declaration additional land.

Section 2. Member's Annexation. In addition to the manner of annexation permitted by Section 1, above, the Owners may annex additional lands to the Property with the approval of each class of Owners of two-thirds (2/3) of the Lots within the Property.

Section 3. Supplemental Declarations. Any such additions authorized in Section 1 or 2 above may be made by filing of record of one or more Supplemental Declarations with respect to the annexed property. A Supplemental Declaration shall contain a statement that the real property that is the subject of the Supplemental Declaration constitutes additional property which is to become a part of the Property subject to this Declaration. Such Supplemental Declaration shall become effective upon being recorded in the public records of Duval County, Florida.

ARTICLE X - RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Damage to Common Area. In the event that any portion of the Common Area, if any, is damaged or destroyed by casualty, it shall be repaired or restored by the Association to substantially its condition prior to the damage or destruction. Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

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ARTICLE XI - ENCROACHMENTS

Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by Declarant or its successors or assigns. A valid easement for the described encroachments and for the maintenance of same, shall and does exist for so long as it stands. In the event that a structure on a Lot is partially or totally destroyed, and then rebuilt, the Owners of the Lot so affected agree that minor encroachments of parts of the adjacent rebuilt structures shall be permitted and a valid easement for any such encroachment and the maintenance thereof shall exist.

ARTICLE XII - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association 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.

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the votes of each class, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the public records of Duval County, Florida.

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

Section 4. FHA/VA Approval. So long as any of the Lots are encumbered by mortgages owned, held, guaranteed or insured by the Federal Housing Administration or the Veterans Administration, and so long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, if any, dedication of Common Area, dissolution and amendment of this Declaration.

Section 5. Special Amendment. As long as there is a Class B membership, or so long as Declarant is entitled to annex without the consent of any Owner, the Association or any Mortgagee, hereby reserves and is granted the right and power to make and to record in the public records of Duval County, Florida, Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration, or any other governmental or quasi-governmental agency or entity which perform (or may

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in future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property; or (3) to cure any ambiguity or inconsistency. Provided however, that no such Special Amendment shall discriminate against any Lot not owned by Declarant, unless such other Owners and their mortgagees so affected shall give their prior written consent thereto; and no such Special Amendment shall materially adversely affect or change any Lot nor the share of the expense of the Association appurtenant thereto, unless the Owners of the Lots so affected and all record owners of mortgages upon such Lots shall join in execution of the Special Amendment.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of JANUARY, 1992.

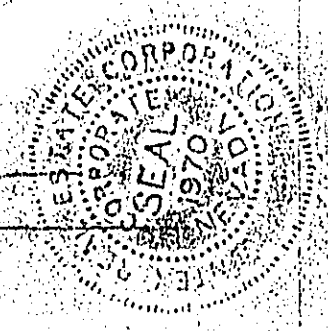
Signed, sealed and delivered in the presence of the following witnesses:

CENTEX REAL ESTATE CORPORATION
a Nevada Corporation

Robert S. Porter
ROBERT S. PORTER (print)

Nancy Haddock
NANCY HADDOCK (print)

By Douglas W. Smith
Its Division President
(Corporate Seal)

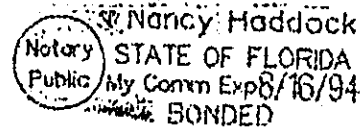


STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of JANUARY, 1992, by DOUGLAS W. SMITH, the DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation. He is personally known to me or has produced FL. DRIVERS LICENCE as identification, and did take an oath.

Nancy Haddock
NANCY HADDOCK (print)
Notary Public
State of Florida



92-0012729

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

92 FEB -6 AM 11:58

RECORD VERIFIED

Theresa J. [Signature]

CLERK OF CIRCUIT COURT