

Prepared By and Return To:
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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
OCEAN BREEZE TOWNHOMES**

This Declaration is made this 21 day of February, 2014, by Hawks Landing of Fleming Island II, LLC, a Florida corporation, whose mailing address is: 9799 Mining Drive, Jacksonville, Florida 32257 (hereinafter referred to as "Developer").

RECITALS:

A. Developer is the owner of all that certain real property (the "Property") located in Duval County, Florida, and more particularly described as Hawks Landing, recorded in Plat Book 60, Page 147, inclusive, of the public records of Duval County, Florida. The common name for the Property shall be Ocean Breeze Townhomes.

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

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

D. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements and rules set forth in this Declaration, and to collect and disburse the assessments hereinafter created. To assure all matters are professionally administered after the Homeowners Association is transferred to the homeowners, a property management company may be employed to conduct the business of the Ocean Breeze Homeowners Association of Jacksonville Beach, Inc.

DECLARATION

Now, Therefore, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions,

which are for the purpose of protecting the value and desirability of, and which shall run with title to the Property and be binding upon all parties having any right, title or interest in the Property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I

DEFINITIONS

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

(a) "Hawks Landing" shall mean Lots 1 - 5, Hawks Landing in Plat Book 66, Page 147, inclusive, of the public records of Duval County, Florida.

(b) "Association" shall mean and refer to Ocean Breeze Homeowners Association of Jacksonville Beach, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall maintain the Common Areas, including the drainage and sewer infrastructure, entranceways and gates, the exterior yard and landscaping and retention ponds, if any; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

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

(d) "Architectural Review Board" shall consist of three (3) individuals as more specifically provided herein.

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

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

(g) "Landscaping Area" shall mean and refer to all real and personal property now required to be maintained by the Association which area will commonly include all of the owners "yard" area needing landscaping and mowing and for the construction, reconstruction and maintenance of the fencing, walls, berms, landscaping, irrigation and signs which may be constructed by Developer. Developer may erect perimeter fencing, berms, and landscaping along boundaries of the Property as deemed necessary by Developer. The Association shall have a five foot (5') easement around the platted Property for all perimeter fencing. No Owner shall remove, damage or alter any part of the Entrance or fencing without the approval of the Developer and (iii) the area or "yard areas" to be landscaped and maintained by landscape service.

(h) "Developer" shall mean and refer to Hawks Landing at Fleming Island II, LLC., or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

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

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

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

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

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

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

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

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

(q) "Mortgagee" shall mean and refer to any owner and holder of a Mortgage.

(r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.

(s) "Plat" shall mean and refer to that certain plat of Hawks Landing per plat thereof recorded in Plat Book 66, Page 147, inclusive, of the public records of Duval County, Florida.

(t) "Property" shall mean and refer to that certain real property described on the Plat.

(u) "Hawks Landing" shall mean the plat recorded in Plat Book 66, page 147, of the public records of Duval County, Florida.

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

(w) "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 re-use 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 of the Florida Administrative Code.

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in Duval County, Florida, which has been more particularly described as Hawks Landing per the Hawks Landing Plat recorded in Plat Book 66, page 147.

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

Section 3 - Amendment. After Class B Membership is terminated, there must be approval of at least seventy-five percent (75%) of the Owners for amending this Declaration.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

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

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

Section 3. The Association shall have two (2) classes of voting membership:

(a) Class A: Class A Members shall be all Owners with the exception of Developer while the Developer is a Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one (1) vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that,

and for as long as, more than one (1) member holding an interest in that Lot lawfully seeks to exercise it.

(b) Class B: Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one (1). The Class B membership shall cease when the Developer has conveyed one-hundred (100%) percent of the Lots within the Property or when the Developer, in its sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon this termination of its Class B membership, the Developer shall be a Class A Member so long as it owns any Lots.

ARTICLE IV

ASSOCIATION

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

Section 2. It shall be the obligation of the Association to maintain all Lots in a neat, clean and attractive condition. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. The Developer and Association has hereby granted a Temporary Easement to further the goals annunciated herein.

Section 3. The Association is not responsible for exterior maintenance of Houses, including, but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements. The association is responsible for roof replacement and exterior painting.

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

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

ARTICLE V

ARCHITECTURAL CONTROL

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

Section 2. Architectural Review Board. The Board of Directors shall establish the Architectural Review Board ("ARB"), which shall consist of at least three (3) individuals who may or may not be members of the Board of Directors' provided, however, prior to the termination of Developer's right to appoint and remove officers and directors of the Association, Developer shall have the right to appoint members of the ARB and ARB members so appointed do not have to be Members. Each ARB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed with or without cause by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove ARB members which Developer has appointed. Two of the three members shall constitute a quorum for the transaction of business and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors, and/or attorneys in order to advise and assist the ARB in performing its functions as set forth herein.

Section 3. Construction Subject to Architectural Control. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House shall be undertaken on any Lot unless and until the plans of such construction or alteration shall have been approved in writing by the ARB. Modifications subject to ARB approval specifically include, but are not limited to the following: Painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, whirlpools or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues, basketball backboards, or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the Lot, including, without limitation, any cutting or removal of trees in excess of three inches (3") in diameter four feet (4') from the surface of the ground; planting or removal of plants; creation or alteration of lakes, lake banks, marshes, hammocks, lagoons, or similar features of the Property; and all other modifications, alterations or improvements visible from Common Areas, if any, other Lots, or from the street.

Section 4. Provisions Inoperative as to Developer. Notwithstanding any other provisions of this Declaration, any development of the Property or construction of Houses by Developer shall not be subject to review and approval by the ARB.

Section 5. Architectural Review Procedures.

(a) Design and Construction Standards and Uniform Procedures. The ARB shall review the applications submitted to it.

(b) Application. The plans to be submitted to the ARB for approval for any House or other improvement shall include:

- (i) Two copies of the construction plans and specifications, including all proposed landscaping, containing the seal of an architect licensed to do business in the State of Florida where required by the ARB;
- (ii) An elevation or rendering of all proposed improvements;
- (iii) A site plan;
- (iv) Such other items as the ARB may deem appropriate.

One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Lot Owner marked "approved" or "disapproved".

(c) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration, the ARB's decision, the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a Lot which may be covered by dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot and House, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB, in its own name, or in the name of the Association, or any Lot Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Notification. Approval or disapproval of applications shall be given to the applicant in writing by the ARB. In the event that the approval or disapproval is not forthcoming within thirty (30) days after a complete submittal has been made to the ARB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration.

(e) Construction. After approval by the ARB and the requisite inspections, the proposed improvements must be substantially completed within six months, or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House, and the accompanying landscaping, shall be completed within nine (9) months from commencement unless the ARB allows an extension of time.

(f) Fee. The ARB shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof.

Section 5. Appeal. Any Lot Owner may appeal an adverse decision of the ARB to the Board of Directors who may reverse or modify the decision of the ARB pursuant to procedures set forth in the Association's By-Laws or Articles of Incorporation.

Section 6. Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing, warranting, or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Declarant, the Association, nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of Duval County, Florida, which lien shall include all the formalities of a deed and be signed by a duly authorized officer of the Association. The claim of lien can provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, the obligation to pay such charges being a separate and independent covenant by each Owner. Mortgagees are not required to collect assessments.

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

any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full. Notwithstanding any other provision of this Section 2, the maximum Monthly General per lot, per month Assessment for the first year shall be One Hundred and No/100 Dollars (\$100.00). The maximum Annual General Assessment shall not increase more than fifteen percent (15%) per year unless by a vote of a majority of the members.

Section 3.

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

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

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

Section 5. The initial Assessment on any Lot subject to assessment shall be collected at the time title to such Lot is conveyed to the Owner by the Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a thirty (30) day month. Developer is exempt from any assessment.

Section 6.

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

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

(c) Each Owner, by acquisition of an interest in a Lot hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise avoid liability for the charges provided for herein by abandonment of his Lot.

(d) The lien rights provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment.

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

Section 8 - Budget.

(a) The fiscal year of the Association shall consist of a twelve (12) month period commencing on the first day of January of each year and terminating on the last day of December of that year.

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

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

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The assessments levied by the Owners shall be utilized by the Homeowners Association for the maintenance of:

- (a) the exterior of the improvements of the Lots, i.e. painting, cleaning and repair; and roofs;
- (b) the repair, maintenance and replacement of the interior or party walls, exterior walls

- (c) pest control service with respect to landscaping and building interior and exterior;
- (d) maintenance of all Landscaping Areas; and
- (e) bank service charges, bookkeeping and other reasonable expense of the Manager; and
- (f) any other reasonable and necessary needs of the Owners or Homeowners Association.

ARTICLE VII

USE OF PROPERTY

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

Section 1 - Single Family Residence Only. Each lot shall be used for the purpose of constructing an attached single-family attached residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single-family attached residence with a usable garage. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be constructed to prevent Developer from using any Lot or portion thereof as a right-of-way for road purposes or for access or utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks except for its foundation, except for painted or stuccoed surfaces. No carports shall be allowed.

Section 2 - Minimum Square Footage. No House or other structure shall be constructed on a Lot which has a height exceeding thirty-five (35) feet above the elevation of the finished surface of the first floor of such dwelling. All Houses constructed on Lots in Ocean Breeze shall have a minimum of one thousand six hundred (1,600) square feet of heated and air conditioned living space. The Developer reserves the right to decrease the minimum square footage by ten percent (10%).

Section 3 - Set Back Definitions. Set back restrictions for all Lots shall be in accordance with set back requirements set forth under the regulations of Duval County, Florida.

Section 4 - Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed Jacksonville Beach or Duval County Zoning Guidelines, or any other governmental agency charged with setting same.

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

Section 6 - Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind or shall be at any time used as a residence either temporarily or permanently.

Section 7 - Fences. No fencing shall be allowed unless approved by the ARB.

Section 8 - Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and

service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure to be built, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well (subject to state and local rules and regulations with respect thereto) to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and disposal plan owned and controlled by the utility company or its assigns. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

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

Section 10 - Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than two (2) square feet, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Developer. The Developer or Association may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs as Developer deems appropriate and such temporary dwellings, model houses and other structures as the Developer may deem advisable to promote home sales.

Section 11 - Aerials and Antennas. No radio or television aerial or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure of any Lot unless and until the location, size and design thereof shall have been approved by the Architectural Review Board. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive and does not interfere with other Owners. Satellite dishes or antennas must be approved by the Architectural Review Board prior to installation and will only be allowed on the Southern walls of the Property

Section 12 - Pets. Not more than two (2) dogs, or two (2) cats, or two (2) birds (excluding parrots), or any combination of two (2) thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use except by approval of the ARB or Board of Directors. If, in the sole opinion of the ARB, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are loose in the yard and pet owners shall immediately collect and properly dispose of the waste and litter of their pets.

Section 13 - No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the

Property, including street rights-of-way. Landscaping and lawns are to be neatly trimmed, weeded and maintained by the Homeowners Association. The retention ponds on the property, if any, are to be maintained by the Homeowners Association as well.

Section 14 - No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, camper, motorized camper or trailer, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the residential structures or in the side yards or rear yards. Owners cars may be parked in driveway as long as they are not offensive and in an unmaintained condition, in the opinion of the Board of Directors. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pick-up and delivery service and solely for the purpose of such service. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops.

Section 15 - Air Conditioners. No window air conditioning units shall be installed that can be seen from the front or street view.

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

Section 17 - Storage of Fuel Tanks Garbage and Trash Receptacles. Above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash are not allowed. Garbage or Trash receptacles shall be stored in the garage area.

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

Section 19 - Trees. No tree of a diameter of three (3) inches or more shall be removed without the permission of the Developer and/or the ARB.

Section 20. – Interior Window Treatments. To preserve the harmony and uniformity of the neighborhood, all parties shall be required to use two inch (2”) white plantation interior shutters on all windows that face the streets and roadways.

ARTICLE VIII

OCCUPANCY AND LEASING RESTRICTIONS

Section 1. No Lot, subject to this Declaration, shall at any time temporarily or permanently, be occupied by a “sexual offender” or “sexual predator” (as those terms are defined in §§ 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered by the legislature). Any sexual offender or sexual predator properly residing on a Lot at the time of adoption of this Amendment shall be allowed to continue in residence despite the foregoing limitation, provided that they are registered with the Board of Directors within thirty (30) days following adoption of this Amendment, and following notice to all owners of the need for registering any occupants that are subject to this provision. Any such occupants may retain their non-conforming status only for so long as they continuously reside on

such Lot on a permanent basis. This is a restriction on occupancy and not a restriction on ownership.

Section 2. The Association shall have authority but not the obligation to perform background checks on proposed tenants and occupants of a Lot. The Association may charge a fee of \$100.00 to offset the cost of performing background checks on proposed occupants or tenants.

Section 3. All leases shall provide, or shall be deemed to provide, that the Lessee and any of the Lessee's occupants shall comply with all rules, regulations, and the By-Laws of the Association and the terms of this Declaration so long as the Lessee is a tenant.

Section 4. If an owner, Lessee, tenant or other occupant fails to comply with this Declaration, the Association shall have all remedies available at law and in equity, including eviction and injunctive relief (including in connection with any applicable lease); in addition the Association shall be entitled to recover all expenses, attorneys' fees and costs related to any action or activity taken by the Association to enforce this Declaration, including but not limited to eviction of the occupant who is a sex offender or sexual predator. In the event any such expense is incurred by the Association to enforce this Declaration, the owner, Lessee (if applicable), and violating occupant shall be jointly and severally liable to the Association for all said expenses.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

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

Section 2. Developer reserves for itself and for the Association and its designees a five (5) foot easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front, side and rear Lot line and a blanket easement for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, and for services supplied by either Developer or Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 3. Developer reserves for itself and for the Association and its designees a blanket easement and right on, over and under the Yard Areas within the Property to landscape maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its original condition (excluding replacement of trees) as nearly as practicable. Developer, or the Association, shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer, or the Association, an emergency exists which precludes such notice. The right granted hereunder may

be exercised at the sole option of Developer, or the Association, and shall not be construed to obligate Developer, or the Association to take any affirmative action in connection therewith.

Section 4. To the extent that any improvements constructed by Developer on, or if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

Section 5. 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 X

PARTY WALL AND COMMON ROOF

Section 1. Party Wall.

(a.) General Rules of Law to Apply. The wall which is built as a part of the original construction of a building and placed on the dividing line of a building plot shall constitute a party wall. To the extent not inconsistent with this Section, the general rules of Law regarding party walls and liability for Property damage due to negligence or willful acts or omissions shall apply to party walls.

(b.) Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of the party wall shall be determined by a Florida Licensed General Contractor.

(c.) Weatherproofing. Notwithstanding any other provision of this paragraph, any Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d.) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title. All owners are required to have comprehensive owners insurance in the amount of full replacement value in place at all times. Evidence of insurance shall be provided to the homeowners association upon initial purchase and annually thereafter.

(e.) Easement for Repair, Maintenance and Replacement of Party Wall. Declarant hereby grants to each Owner and/or the Homeowners Association constituting a non-exclusive easement right of ingress and egress under, over and across the lot of any adjoining Owner for the purpose of repairing, maintaining and replacing the Party Wall.

Section 2. Common Roof.

(a.) General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding liability for Property damage due to negligence or willful acts or omissions shall apply concerning a common roof.

(b.) Sharing of Repairs, Maintenance and Replacement. The cost of reasonable repair and maintenance of the common roof shall be determined by a Florida Licensed Roofing Contractor.

(c.) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title. All owners are required to have comprehensive owners insurance in the amount of full replacement value in place at all times. Evidence of insurance shall be provided to the homeowners association upon initial purchase and annually thereafter.

(d.) Easement for Repair, Maintenance and Replacement of Common Roof. It is hereby granted to each Owner of a Lot and/or the Homeowners Association a non-exclusive easement and right of ingress and egress under, over and across the common roof for the purpose of repairing, maintaining and replacing the common roof.

ARTICLE XI

GENERAL PROVISIONS

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

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

Section 3. Any amendment (to the Covenants and Restrictions) which would affect the surface water management system including the water management portions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District.

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

Section 5. Developer reserves the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to

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

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

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

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

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

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

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

Section 12.

(a) Subject to the provisions of Article XI, Section 2, Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, FHA/VA/HUD or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(ies) or (iii) to perfect, clarify or make internally consistent the provisions herein. As long as there is Class B Membership, this reservation is subject to U.S. Housing and Urban Development approval for the following:

- (i) Annexation of additional properties,
- (iii) Amendment of this Declaration.

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

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

Section 13. Notwithstanding anything in these covenants and restrictions to the contrary, the lien of Developer for charges incurred in enforcing these covenants and restrictions shall be subordinate and inferior to the lien of any mortgage on any Lot recorded prior to the recording of a claim of lien by Developer.

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

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

"Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns.

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

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

Signature page to follow

Signed, sealed and delivered
in the presence of:

Hawks Landing at Fleming Island II, LLC

Witness 1

Witness Sign Name: Teresa Temple
Witness Print Name: Teresa Temple

Witness 2

Witness Sign Name: Lori J. Stokes
Witness Print Name: Lori J. Stokes

By: [Signature]
Name: Keith Perea
Title: Managing Member
Date: Feb 21, 2014

State of Florida
County of Clay

The foregoing instrument was personally acknowledged before me this 21st day of February, 2014, by Keith Perea, Managing Member of Hawks Landing at Fleming Island II, LLC., a Florida limited liability company, who is personally known to me or produced N/A as identification.

(Affix Notary Stamp)

Notary Sign Name: Lori J. Stokes
Notary Print Name: _____
Notary Public, State of: _____
Notary Commission Expires: _____

