

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
PARADISE COVE OF ATLANTIC BEACH**

THIS DECLARATION, made by Paradise Cove of Atlantic Beach Homeowners Association, Inc., a Florida not-for-profit corporation (Association), upon affirmative vote at the annual members meeting do hereby wish to amend and restate the covenants, conditions and restrictions of the property known as Paradise Cove, County of Duval, State of Florida, which is more particularly described in the plat of "Paradise Cove" dated the 28th of August, 2000, and recorded in Plat Book 53, pages 82 and 82A of the current public records of Duval County, Florida.

WHEREAS, all of the plats subject to the covenants described above are located within the Paradise Cove Community and are currently governed by the Declarations of the dissolved association Paradise Cove of North Florida, Inc., a Florida Corporation, and BESTCON, the builder of the community. The owners wish to be governed by these Amended and Restated Declarations of Covenants, Conditions and Restrictions under a new Association known as the Paradise Cove of Atlantic Beach Homeowners Association, Inc., a not-for-profit Florida Corporation and subject to these Declarations.

WHEREAS, the Board of Directors of the Paradise Cove of Atlantic Beach Homeowners Association ("Association") have determined that for the long-range benefit of the community and for the benefit of property owners, the owners desire to amend their Covenants to reflect the current Association and provisions as well as remove references to the builder whose interest in the development ceased on December 31, 2005 and to comply with Chapter 720 of the Florida Statutes.

NOW, THEREFORE, Declarant hereby declares that all of the properties 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 properties or any part thereof, their heirs, successors and assigns, and shall insure the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Paradise Cove of Atlantic Beach Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record property Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Plat" shall mean the plat(s) of Paradise Cove recorded in the public records of Duval County, Florida.

Section 4. "Property" shall mean and refer to that certain real property hereinbefore legally described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon an recorded subdivision map of the Property with the exception of the Open Area.

Section 6. "Declarant" shall mean and refer to Paradise Cove of Atlantic Beach Homeowners Association, Inc., a Florida not-for-profit Corporation, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Common Areas and Owner's Easements of Enjoyment. The Association maintains the Common Areas and easements for drainage and public utilities. Every owner and his leases have a non exclusive right and easement of enjoyment in and to the Common Areas that is appurtenances to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article.

The foregoing easement is limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

Section 2. Utility and Drainage Easements. Certain easements as shown on the Plat surveys are for drainage and utilities, including cable television. The Owners of the Lots subject to the privileges, rights and easements referred to in this paragraph, and as shown on the Plat or Parcel survey, shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over and under the easements. No structure, pavement or other improvement shall be erected on any part of any easement by the Owner of any Lot, and in the event any structure or other improvement is placed on any easement,, it shall be removed upon request of the Association, its successors or assigns, at the cost of the Owner of said Lot. Association reserves an easement for ingress and egress for itself, its agents, employees, successors, assigns and for maintenance and repair of the entrance area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenances to and may not be separated from Ownership of any Lot that is subject to assessment.

All Owners shall be entitled to one vote for each Lot owned. 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Association, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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 of charges

and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for all expenses required for the reasonable improvement and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. The current annual assessment is three hundred and fifteen dollars (315.00). The maximum annual assessment may be increased no more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of members who are voting in person or at a meeting duly called for that purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, amortized over a period of not more than five (5) years 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 Area or Association managed fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Borrowed Funds. The Association may borrow funds for the purposes herein and repay, together with interest thereof, borrowed by the Association and used for purposes referred to herein.

Section 6. Notice and Quorum for any Action Authority 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 fewer than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast the majority of votes shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

Section 8. Date of Annual Assessments/Due Dates. The annual assessments provided for herein shall be invoiced to each Owner in September and payable in 30 days. The Board of Directors shall fix the amount of each 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate 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 9. Effect of Nonpayment of Assessments/Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien for any first 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgage holders shall not be required to escrow any annual or special assessments for the benefit of the Association. An Owner's failure to pay assessments when due shall not, in the absence of another document stating otherwise, constitute a default under the terms of an insured mortgage.

ARTICLE V

USE RESTRICTIONS

Section 1. Single Family Residence Only. Except as herein and otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot or building plot on said land other than one single family residence. Without the approval of Duval County, the height of the main residence on each Lot shall not be more than thirty five (35) feet above the lowest finished floor slab elevation shown on the Duval County approved engineering drawings for Paradise Cove. No banking situate on any Lot shall be used for business, commercial, amusement, charitable or manufacturing purposes.

Section 2. Building Plot. Building Plot shall refer to all or parts of a platted Lot(s) and may consist of one or more contiguous platted Lots, all or part of one platted Lot, all of one platted Lot and part of a contiguous platted Lot(s) or any other combination of contiguous parts of platted Lots which will form an integral unit of land suitable for use as a residential building site: **PROVIDED, HOWEVER,** that no Building Plot shall have an area and dimensions less than the smallest allowable Lot shown on the Plat.

Section 3. Minimum Square Footage for Any Principal Residence. No principal residence shall be erected or allowed to remain on any Lot unless the square footage of heated living area thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 1,198 square feet.

Section 4. Setback for All Structures. No building shall be located on any Lot nearer than 20 feet to the front Lot line nor nearer than 10.5 feet to any side street line, nor nearer than 7.5 feet from side lot line, nor nearer than 20 feet to rear Lot line. The Architectural Review Board, or the Association shall have the right to release Lots from minor violations of these setback restrictions provided the violations are deemed acceptable by City of Atlantic Beach Building and Zoning Department.

Section 5. Completion of Construction. The construction of a single-family residence on a Lot must be completed within 365 days from the date that the footings are poured for the single-family residence. For the purposes of this paragraph, the City of Atlantic Beach, Florida, Building and Zoning Department shall define the term "completed" to be the date that a Certificate of Occupancy is issued.

Section 6. Other Structures. The following buildings, structures, and objects may not be erected and maintained on the Lot: Pens and yards for animals, above-ground storage for construction materials, wood, coal, oil or other fuels; clothes racks and lines; equipment for washing and drying clothing; laundry rooms; tools and workshops, garbage and trash cans; hothouses; greenhouses, bathhouses; summer houses; and outdoor fireplaces or any other structure or objects or any unsightly nature or appearance. The following structures or objects may be erected and maintained only if the same are located wholly within the real of the main dwelling, and comply with the building restriction code of the City of Atlantic Beach: houses for pets; children's playhouses; barbecue pits, swimming pools or installation in connection there with. Each such object shall be screened by a wall or fence sufficiently landscaped, using materials and with height and design and in such a manner that objects shall be obstructed from view from the outside of the Lot. Provided, however, that any such structure must be approved by the Homeowner's Association.

Section 7. Garages. All residences must be constructed with a garage, which shall contain at least two parking places appropriate for the parking of passenger vehicles. There shall be no detached garages constructed on any Lot. No garage shall be permanently enclosed or converted to another use without the written approval of the Association. No carports shall be permitted.

Section 8. Driveways. All Lots shall have a concrete driveway. In addition, the driveways must be constructed so that the driveway will not impede the flow of surface water drainage in the manner established by the developer.

Section 9. Fences. Hedges, fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line, and no closer to the front of the Lot than the fence installed by the developer. No fence or wall shall be erected nor hedge maintained higher than 3.5 feet from the normal surface of the ground from the fence installed by developer to the front corners of the residence. No fence or wall shall be erected nor hedge maintained higher than 5 feet from the normal surface of the ground from the front corners of the residence to and including the rear property line. Notwithstanding anything to the contrary herein, there shall be no chain-link fence allowed. Fencing along front lot line and from the fence installed by the developer to the front corners of the residence shall be white, PVC picket only. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Association.

Section 10. Landscaping. The front and side yards of each lot shall be sodded. It is the intent of the Association that each Lot be landscaped so as to preserve as much natural vegetation and trees as possible. The Homeowner's Association shall determine landscaping and maintenance of the entrance. Each Lot owner is responsible for keeping landscaping maintained.

Section 11. All Structures to be Approved by Association. For the purpose of further insuring the development of the Property as a residential area of high quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance, the Association reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, septic tank, drain field, driveway, swimming pool, screen room, front porch screening, or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications, showing the nature, kind, shape, height, size, materials, exterior color

schemes, location and orientation on the lot and, tree removal plan and such other information as the Association shall require, including plans for the grading and landscaping of the Lot and drainage showing any changes proposed to be made in the elevation or surface contours of the land or drainage swale have been submitted to and approved by the Association in writing. In passing upon such building plans and specifications and lot grading and landscaping plans, the Association may consider suitability, desirability and quality of the proposed construction and the materials. In the event Association fails to approve or disapprove the plans and specifications required under the terms of this paragraph within thirty (30) days after they have been submitted to Association in writing, such approval shall not be required and the Lot owner shall be deemed to have complied with the provisions of this paragraph. The Association may assign the rights granted in these Sections 9, 10 and 11 to a three-person Plan Review Board (PRB) which will be appointed by the Association.

Section 12. No Parking of Vehicles, Boats. No vehicle, boat, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles") may be parked in those areas described in this paragraph. Boats, trailers and other vehicles that are not Permitted Vehicles regularly may be parked only in the garage of a Unit. Permitted Vehicles may be parked only within a garage of a Unit or in the driveway. No parking places may be constructed on any Lot, except as constructed in accordance with Approved plans and specifications. Commercial vehicles or any Permitted Vehicles with advertising there on shall not be parked within public view on a regular basis. No part of the Common Areas or of the public right-of-ways shall be regularly used for parking. Specifically, no overnight parking shall be allowed in these areas. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

Section 13. No sheds, Shacks or Trailers. No shed shack, trailer, tent, mobile home or other temporary or moveable building or structure of any kind shall be erected or permitted to remain on any Lot.

Section 14. Size of Signs. No sign of any character shall be displayed or placed upon any Lot except "For Rent" or "For Sale" signs, which signs must conform to the City of Atlantic Beach Sign Ordinance.

Section 15. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association.

Section 16. Pets. No animal not authorized by the City of Atlantic Beach Zoning Code may be kept on any Lot and no authorized animal may be kept for commercial or breeding use or purposes. Should an animal or animals become dangerous or an annoyance or nuisance in the neighborhood or nearby property, or become destructive of wildlife, they may not thereafter be kept on the Lot after notification by the Associations' Board of Directors.

Section 17. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done there on which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property or upon any land or lands contiguous thereto. No limbs, trimmings, leaves, clippings or other debris or refuse shall

be permitted to be on any part of the property or road rights of way, except that which is used for temporary storage by the public waste removal company.

Section 18. Drainage.

- A) No change in the elevations of the land shall be made to any Lot which will interfere with the surface water drainage system established by the developer or otherwise cause hardship for adjoining property.
- B) There shall be no drainage or artificial altering or change on the courses of the natural flow of water.
- C) Each Owner shall maintain the swales as now exist for proper drainage. Upon construction, disturbed swales or road shoulders shall be restored to their original grades, and any damage that may have occurred to the underdrain system, drainage pipes or structures or the storm water retentions areas shall be repaired.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATES

Section 1. Common Area.

- A) **General.** Subject to the rights of the Declarant and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all of its improvements, fixtures, furnishings, equipment and other related personal property. The Association shall keep the foregoing in a safe, clean, attractive, sanitary and serviceable conditions, and in good order and repair. The Association's duties with respect to the Common Areas include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment and tangible personal property installed by Declarant as part of the Work and any replacements or additions thereto make in accordance with the provisions of the Legal Documents.
- B) **Insurance.** The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum incurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements on the Common Areas, including vandalism and malicious mischief, and flood and water damage if the Common Areas are at Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

Section 2. Other Maintenance.

- A) **Unit Exterior and Lot Maintenance.** If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot and Unit, including the landscaping, in the manner required within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance shall be

assessed to the Owner of the Lot and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the times the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

- B) **Pedestrian Access Easement.** The Association shall maintain and keep in good order and repair the pedestrian access easement.
- C) **Landscaping.** The Association shall maintain all landscaping, grassed areas and irrigation system installed by the developer located in public rights-of-way or on utility parcels within the Property, except portions to be maintained by Owners.
- D) **Services.** The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities here under, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Association's Regulations.

Section 3. Obligations of Owners.

- A) **Maintenance.** Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot, and the unit located there on, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences with the Lot, (including the property boundary fence, if any), all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Each Owner of a Lot on which a Unit has been constructed shall maintain the lawn and other landscaped portions of his Lot in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation and edging. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft or other casualty. Each Owner shall perform all maintenance and repair at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners of the Association caused by a reason of his failure to promptly perform such maintenance or repair. Owners shall use only material approved by the Association when performing exterior repair and maintenance. Failure to properly maintain a Lot or Unit shall permit the Association to perform such maintenance as provided and to levy assessments to recover the cost thereof. In the event that the Association decides, by two thirds vote, that the upkeep and maintenance of the the common Area is best served by a third party service, the service shall be sought, secured by annual contract and budgeted for in the annual association dues.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed but 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way 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 Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of members. Any amendments must be recorded in the public records of Duval County, Florida.

Section 4. Annexation. Additional residential property may be annexed to the property with the consent of two-thirds (2/3) of the members.

Section 5. FHA/VA Approval. Annexation of additional properties, dedication of Open Area and Amendment to the Articles of Incorporation require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION
this 24 day of January, 2021.

Witnesses:

Paradise Cove of Atlantic Beach Homeowners Association, Inc.,
a not-for-profit Florida Corporation

[Handwritten Signature]
[Handwritten Signature]

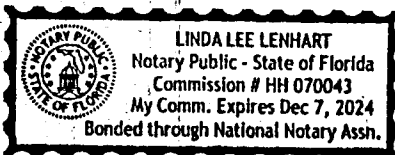
BY: [Handwritten Signature]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged this 24th day of January, 2021,

by Loren Rellah, President of Paradise Cove of Atlantic Beach Homeowners Association, Inc., a Florida not-for-profit Corporation.



[Handwritten Signature]
Notary Public, State of Florida