

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter called Grantor, is the owner of that certain property lying and being in Duval County, Florida and being described as:

Lot 31, Block 5, Atlantic Beach, Subdivision A, according to plat thereof recorded in Plat Book 5, page 69 of the current public records of Duval County, Florida; and

WHEREAS, Grantor wishes to impose certain restrictions upon the use of said property which will be for the benefit of present and future owners of all or any part of said property, and shall inure to the benefit of and run with each and every part of the property;

NOW THEREFORE, in consideration of the premises, Grantor does hereby create, declare, and establish the following restrictive covenants, reservations, easements and requirements (hereinafter referred to as the Covenants or a Covenant) as to the aforescribed Property:

1. Each Grantee of any part of the subject property and all subsequent purchasers will, by accepting any conveyance, accept same subject to these Covenants. All of the Covenants are and shall be construed as running with the land and shall be binding upon and inure to the benefit of all persons at any time having any interest in the subject property or any portion thereof.

2. These Covenants shall continue and remain in full force and effect until January 2, 2018, on which date the Covenants shall terminate and be of no further legal or equitable effect; provided, however, that the Covenants shall be automatically extended for a period of ten (10) years and thereafter for successive ten (10) year periods unless prior to the end of one of such extension periods, or prior to January 2, 2018, all of the owners of said property shall by written instrument duly recorded declare a termination of the same.

3. Should any mortgage, deed of trust, or other lien, consensual or nonconsensual, be foreclosed on the property, or any portion thereof, the title acquired in connection with such foreclosure shall be subject to and be bound by this Declaration.

4. Grantor has, or will, divide the subject property into two (2) parcels, each containing thereon a dwelling house. Grantor hereby grants to the owners of each parcel within the subject property a nonexclusive easement on, over and across the adjacent parcel within the subject property for the purpose of installing, repairing and maintaining any structure or utility equipment on the dominant parcel. This reciprocal easement is granted with the knowledge that the dwelling houses erected on the property are located in such close proximity to one another that access to carry out the purpose of this easement as to one such dwelling house will most likely require physical intrusion onto the adjoining parcel and the dwelling house erected thereon. In addition, Grantor hereby grants to the owners of each parcel within the subject property a nonexclusive easement on, over and across so much of the frontage of the adjacent parcel within the subject property as is reasonably necessary to permit vehicular ingress and egress to and from each respective garage in the dwelling houses erected on the subject property from the public street. These reciprocal easements between adjacent parcels within the subject property shall be Covenants running with the title to each such parcel and are intended to be for the mutual benefit of parcel owners and to be exercised in a reasonable manner and at reasonable times.

5. The general rules of law in Florida regarding liability for property damage due to negligence or willful acts or omissions

shall apply concerning any common roof of dwelling houses within the property.

Each owner of a parcel on which a dwelling house has a common roof with another dwelling house within the property shall be jointly responsible with the other owner whose dwelling house shares said common roof for, and shall repair, maintain and replace, when necessary, the common roof shared with the adjoining parcel. All costs of such repairs, maintenance or replacement shall be borne equally between the owners of such common roofs, subject, however, to the rights of any owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligence or willful acts or omissions. In the event of an emergency, any owner of a parcel shall have the right to enter on the parcel of another owner sharing a common roof, without notice, to make emergency repairs and thereafter demand contribution as herein provided.

Grantor hereby grants to each owner of a parcel a nonexclusive easement for ingress and egress on, over and across any common roof covering the dwelling house on the adjacent parcel for the purpose of repairing, maintaining or replacing said common roof.

6. To the extent not inconsistent with this section 6, 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.

The cost of reasonable repair and maintenance of a party wall shall be shared by the respective owners thereof who make use of the party wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any owner sharing the wall may restore it, and the other owner sharing said wall shall contribute to the restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions. Any owner shall have the right to enter on the property of another owner sharing a party wall during normal work hours and upon reasonable notice to make any repairs necessary to maintain the party wall, including the right to rebuild the party wall, if necessary.

Notwithstanding any other provision of this section 6, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner under this section 6 shall be appurtenant to the land and shall pass to such owner successor in title. In the event of any dispute arising concerning a party wall, or under the provisions of this section 6, each owner shall choose one arbitrator and such arbitrator shall choose one additional arbitrator and the decision of a majority of all of the arbitrators shall be binding and conclusive on all owners.

Grantor hereby grants to each owner of a parcel a nonexclusive easement for ingress and egress under, over, on and across the adjacent parcel for purposes of repairing, maintaining and replacing the party wall.

7. No structures whatsoever, except no more than one private dwelling house with necessary out buildings, including an enclosed garage, shall be erected, placed or permitted on any parcel within the subject property. Each dwelling house shall be used as a private residence only, although not necessarily a primary residence. No additions or exterior alterations to any dwelling house as originally constructed shall be allowed. No enclosed garage area shall be converted into living space.

8. No change in the original color or materials on the exterior of any dwelling house shall be allowed without the written approval of the owners of any abutting dwelling house on the subject property. This provision extends to garage doors as well.

9. No window air conditioner may be installed or maintained on the exterior of any structure on the subject property.

10. Garage doors shall be kept closed except when in use to permit ingress or egress.

11. Existing fences shall be maintained and replaced when needed with like materials. Additional fencing shall be permitted along and within the boundary lines of each parcel within the subject property, except that no fence may be erected within nineteen (19) feet of the front lot line of any such parcel.

12. Except in connection with the sale of a parcel within the subject property, no signs of any kind shall be displayed to the public view on any such parcel. Notwithstanding the foregoing, however, one small sign may be used to denote the name of the parcel owner or resident, provided such sign shall not exceed one hundred fifty (150) square inches in size. Nothing herein, however, shall be construed to restrict in any manner the Grantor from placing signs and advertising on the subject property or any portion thereof in connection with the sale of the same.

13. No noxious or offensive trade or activity shall be carried on upon any parcel within the subject property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or trash shall be allowed to accumulate on any such parcel and the same shall be maintained in a mowed and neatly maintained condition at all times. Structures on such parcels shall not be allowed to fall into disrepair and will be reasonably maintained.

14. No vehicles (including but not limited to boats, boat trailers, travel trailers, trucks, camp trailers, motor homes and mobile homes) except passenger automobiles in running order may be kept or stored on any parcel within said property except within a garage.

15. All garbage and trash must be stored in closed containers and until placed for pickup shall be kept in such location so as to be hidden from view.

16. No livestock may be maintained on any parcel within the subject property, except that up to no more than two (2) pets (including dogs, cats or other small animals not exceeding one hundred (100) pounds in weight) may be permitted, provided that such pets shall be controlled on such parcel by a method commonly used for that species. No commercial breeding of such pets shall be permitted.

17. Without Grantor's prior written consent, no parcel within the subject property may be sold, subdivided, partitioned or in any way disposed of in a parcel or parcels smaller than the size of such parcel at the time of its conveyance by the Grantor.

18. Any provision of this Declaration may be amended, modified, rescinded, or revoked, and amendments, modifications, rescissions, or revocations may be made at any time or from time to time but only by written instrument, duly recorded and signed by all of the owners of the parcels within the subject property.

19. It is understood and agreed that the Covenants attach to and run with the subject property and it shall be lawful not only for the Grantor, its successors and assigns, but also for the present or future owners of any parcel within the subject property, their respective heirs, personal representatives, successors or

assigns to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any of the Covenants herein contained. Notwithstanding anything herein to the contrary, Grantor shall have the right to waive deviations from these Covenants which are deemed, in its sole judgment, as minor deviations.

20. This Declaration or any part hereof notwithstanding, the subject property shall be subject to any and all rights and privileges which any governmental authority may have acquired through dedication or the filing or recording of maps or plats of any part of the subject property. This Declaration or any part thereof in conflict with any present or future ordinance, law, regulation, or statute of the State of Florida, Duval County, or any governmental subdivision within the jurisdiction of which all or any part of the property is now or may hereafter be located, is or will be invalid to the extent of such conflict. In such event, other provisions herein contained shall continue unimpaired, in full force and effect.

IN WITNESS WHEREOF, Mark J. Kredell, as General Partner of San Marco Properties, Ltd., Group I, a Florida limited partnership, has executed this Indenture as of the _____ day of _____, 1988.

Signed, sealed and delivered in the presence of:

SAN MARCO PROPERTIES, LTD., GROUP I, a Florida limited partnership

BY: _____
Mark J. Kredell,
General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARK J. KREDELL, to me well known to be the General Partner of San Marco Properties, Ltd., Group I, in whose name the foregoing instrument was executed, and that he acknowledged executing the same on behalf of San Marco Properties, Ltd., Group I, freely and voluntarily under authority duly vested in him by said San Marco Properties, Ltd., Group I.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 1988.

Notary Public, County and State aforesaid
My Commission expires: