

BEACHSIDE
COVENANTS AND RESTRICTIONS

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SEMINOLE BEACH

DUVAL COUNTY, FLORIDA

WHEREAS, BEACHSIDE JOINT VENTURE ("Developer"), is the owner of certain portions of the land in Duval County, Florida ("Property"), more particularly described in that plat of BEACHSIDE recorded in Plat Book 42, pages 14A, 14B, 14C, of the public records of Duval County, Florida (the "Plat");

WHEREAS, the Developer intends that each of the lots shown on the Plat shall be used solely for residential purposes and wishes to place certain covenants and restrictions upon the use of all of the Property described on the Plat for the mutual benefit of all the owners of lots located thereon, and therefore intends that these covenants and restrictions shall run with the title to the Property hereby restricted.

NOW, THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all of the Property included in the Plat, and places upon the Property the following covenants and restrictions, to run with the title to the Property and all portions thereof. The grantee of a deed conveying any lot or lots, parcels or tracts contained within the Property or shown on the Plat shall be deemed by the acceptance of such deed to have agreed to observe, comply with and be bound by all these covenants and restrictions. In addition, those persons other than Developer who own portions of the Property desire that their respective parcels be subject to the Covenants and Restrictions set forth herein and evidence their consent by executing and delivering the Consents and Joinders attached hereto.

ARTICLE I
DEFINITIONS

1.1 Articles. Articles shall mean the Articles of Incorporation of the Association.

1.2 Association. Association shall mean and refer to Beachside at Seminole Beach Owners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.3 Board or Board of Directors. Board or Board of Directors shall mean the Association's Board of Directors.

1.4 Common Area. Common Area shall mean and refer to all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit A attached hereto and made a part hereof. The term Common Area shall also include such additional parcels of the Properties as the Developer may from time to time designate by filing a declaration in the public records of Duval County, Florida describing the additional Common Area and any covenants and restrictions related thereto.

1.5 Declaration. Declaration or Declaration of Covenants and Restrictions or Covenants and Restrictions shall mean and refer to this Beachside Declaration of Covenants, Conditions and Restrictions.

1.6 Duplex Lots. Duplex Lots shall mean and refer to Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, and 10B, as depicted on the Plat on which the improvements thereto shall be for the purposes of a two family residence.

*CDM Properties Inc.
810 Third St. Suite A
St. Augustine, FL 32080
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1.7 Lot or Lots. Lot or Lots shall mean and refer to the Lots as depicted on the Plat as such shall be amended from time to time; when used herein, it shall apply to both Single Family Lots and Duplex Lots as hereinafter defined.

1.8 Mortgagee. Mortgagee means the owner of any mortgage or secured interest, including without limitation, bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association, Government National Mortgage Association, the Administrator of the Veterans Administration or Federal Housing Authority and other similar insurers and guarantors of mortgages, mortgage bankers or other lenders generally recognized as an institutional type lender or the Developer holding a mortgage on a Lot.

1.9 Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In connection with a Duplex Lot, unless set forth to the contrary, Owner shall mean and refer to the record owner of each part of Lot as described in the deed conveyed, the parcel of land and the residence thereupon.

1.10 Single Family Lots. Single Family Lots shall mean and refer to Lots 1 - 35 as depicted on the Plat on which the improvements thereto shall be for the purposes of constructing and maintaining a single family attached dwelling.

ARTICLE II PROPERTY RIGHTS

2.1 Owners Easements. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, whether or not the same shall be referred to in any deed conveying title to any Lot. At the time of recording this Declaration, the Common Area consists of a Beach Access Parcel and Entry Parcel. Owners are hereby granted a perpetual non exclusive easement for pedestrian ingress and egress over the Beach Access Parcel more fully described on Exhibit A. The easements described herein are subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner, for any period during which any assessment against his Lot remains unpaid for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purpose and subject to such conditions as may be agreed to by the Owners. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded. A vote of two-thirds of each class of members shall be required to approve such deed or transfer. Provided, however, the granting of an easement or license to a utility company or other service entity shall not constitute a dedication or transfer requiring approval as aforesaid. Such easement may be granted, relocated or terminated by the Developer or Association as herein provided.

(c) The right of the Owners to use the retention ponds as more fully set forth in Paragraph 8.2

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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3.1 Members. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.2 Voting Rights. The Association shall have three classes of voting membership:

CLASS A -- Class A member shall be all Owners of Single Family Lots, with the exception of the Developer. Each Class A member shall be entitled to one vote for each Lot owned.

CLASS B -- The Class B member shall be all Owners of Duplex Lots, with the exception of the Developer. Each Class B member shall be entitled to one vote for each Lot owned.

CLASS C -- The Class C member shall be the Developer and the Class C member shall be entitled to three votes for each Single Family Lot owned by it, and six votes for each Duplex Lot owned by it. The Class C membership shall cease and be converted to Class A or Class B membership on the happening of the first to occur of either of the following events:

(a) When the total vote outstanding in the Class A and Class B membership equals the total votes outstanding in the Class C membership; or

(b) Seven years after recording this Declaration

(c) At such time as Developer in its sole discretion determines to terminate the Class C membership.

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
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Common Area and Common Properties. The Association, subject to the rights of Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, and for such other duties and obligations as are set forth in this Declaration, including without limitation, the maintenance of the Beach Access Parcel, the Entry Parcel, any fence constructed by the Developer or the Association along the boundary of the Plat and retention lakes providing drainage for all Lots.

The Association may acquire, hold and own tangible and intangible personal property and may dispose of same by sale or otherwise subject to such restriction, as may be from time to time provided by the Articles and Bylaws.

4.2 Management Agreements. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with the operation of the Common Area or the enforcement of this Declaration.

4.3 Taxes, Insurance and Bonds. The Association shall at all times pay the real property and ad valorem taxes, if any,

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assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. The insurance policies shall be in the name of the Association and be for the benefit of the Association members and such other parties as the Association deems proper. The insurance policy or policies shall be in such amounts and subject to such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Area and established by the Veterans Administration, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

The Association shall obtain such fidelity bonds as it deems necessary, which bonds shall be in effect for all persons handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or as may be required by a Mortgagee.

4.4 Implied Rights. The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or By-Laws, by the laws governing a not-for-profit corporation, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

ARTICLE V
COVENANTS FOR ASSESSMENTS

5.1 Creation of Real and Personal Obligations. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual Assessments or charges, and (b) Special Assessments as described in Section 5.4 and Section 5.5 for the purpose of eliminating a deficit and for the purposes set forth in Sections 7.5 and 9.1 hereof, such assessments to be established and collected as herein provided. The Annual and Special Assessments together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to the successor in title unless expressly assumed by such successor.

5.2 Purpose of Assessments. The Assessment levied by the Association shall be used exclusively to promote the recreational, health, safety and welfare of the Owners and Occupants of the Lots and for the improvement and maintenance of the Common Areas and for the purpose of enabling the Association (a) to pay all ad valorem taxes assessed against any property, real or personal, or any interest therein owned by or leased to the Association, and to pay any other taxes payable by the Association; (b) to pay for insurance on any buildings, land, or other improvements owned by or leased to the Association, and public liability insurance as hereinabove provided; (c) to pay for all expenses of operating the Association including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses

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and to any and all other things necessary and desirable in the judgment of the Board of Directors; (d) to keep the property owned or leased by the Association or for which the Association has an obligation to maintain neat and attractive or preserve and enhance the value of the property or to eliminate a fire, health or safety hazard, or which in the judgment of the Board of Directors may be of general benefit to the members of the Association; and (e) to repay funds together with interest thereon, borrowed by the Association and used for the purposes referred to herein; and (f) to accumulate reasonable reserves for the foregoing purposes, including deferred maintenance and permitted capital improvements or replacements.

It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed.

5.3 Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Single Family Lot to an Owner other than the Developer, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Single Family Lot, for Duplex Lots the maximum annual assessment shall be Seventy Five Dollars (\$75.00) per Lot to be paid and enforced as more fully set forth in Paragraph 5.7.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year without a vote of the Owners by an amount equal to five percent (5%) of the previous annual assessment.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the five percent (5%) increase permitted by subparagraph (a) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, or by written consent of two-thirds of the votes of each class of membership.

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

(d) The ratio of the Single Family Lot annual assessment to the Duplex Lot annual assessment shall at all times be 1 to .75; any increases shall maintain that ratio.

5.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members present in person or by proxy at a duly called meeting at which a quorum is present, or by written consent of two-thirds of each class of members. Provided, however, if such construction, reconstruction, extraordinary repair or replacement constitutes an emergency for which failure to perform the foregoing shall result in continued damage to the Common Area, the Board is empowered to take such action as is necessary and the cost thereof shall constitute a Special Assessment. Provided further, that in assessing such Special

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Assessment the ratio of the Special Assessments between the Single Family Lots and the Duplex Lots shall be the same as set forth in Paragraph 5.3(c).

5.5 Special Assessment for Failure to Comply. In the event that an Owner, or his tenant, fails to perform the maintenance obligations or in any way violates the covenants and restrictions contained herein, or in the event that the Owner, his tenants or invitees damage the Common Areas, the Board shall give written notice to the Owner of the failure of compliance, damage or violation and Owner shall have ten (10) days to perform such maintenance, repair the damage or remedy the violation. In the event the Owner fails to comply with the requirements of the Association, the Association may cause the maintenance, violation or repairs to be made and shall assess the Owner for the cost thereof, which cost shall constitute a Special Assessment. In the event of a dispute, the Owner shall be entitled to a hearing before the Board if such hearing is requested within ten (10) days of receipt of the written notice. The foregoing Special Assessments are exempt from the requirements of Section 5.3(c).

5.6 Developer's Assessment. Notwithstanding any other provisions contained herein or in the Bylaws or Articles, for so long as the Developer is a Class C Member the Developer shall pay an amount equal to twenty five percent (25%) of Annual Assessment for each Lot it owns or the Developer shall fund the deficit whichever is the greatest. Upon termination of the Class C membership, the Developer shall pay assessments at the same rate as any other Class A member or Class B member as is appropriate.

5.7 Date of Commencement of Annual Assessments; Due Dates. The first Annual Assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year and shall include the total monthly assessment due for the remainder of the then current calendar year plus the total assessment required for one additional calendar year; provided, however, that in no event shall the initial levy exceed the assessed amount for eighteen (18) months. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

5.8 Effect of Non-Payment 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 the highest rate permitted by law, provided, however, such rate shall not exceed the then applicable interest rate permitted by the Veterans Administration if any Lots are subject to a mortgage guaranteed by the Veterans Administration. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. Notwithstanding the foregoing, in the event that the residences constructed upon the Duplex Lot are conveyed to two persons, the assessments due in connection with such Duplex Lots shall constitute several obligations. One half of the Annual or Special Assessment for a Duplex Lot shall be assessed against each residence. In the event that one Owner fails to pay its one half of the assessment, the lien therefor shall affect only the portion of the Duplex Lot owned by the Owner failing to pay. If both residences are owned by the same person(s), and such Owner fails to make the full Annual or Special Assessment due against such

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Duplex Lot, the payment amount paid applied equally against each portion of the Duplex Lot and the lien for failure to make full assessment shall be against the entire Duplex Lot.

5.9 Subordination of the Lien to Mortgagees. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
COVENANTS AND RESTRICTIONS

6.1 Residential Restriction. Each Single Family Lot shall be used for the purpose of constructing a single family detached residence and each Duplex Lot shall be used for two attached residences which shall constitute a duplex. Each residence on a Lot shall be occupied by no more than one family. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence or duplex residence. Nothing herein shall be construed to prevent Developer from using any Lot or portion thereof as a right-of-way for road purposes or for access or utility easements, in which event none of these restrictions shall apply. As for a Sales or Model Center during the period for which the Developer owns Property.

6.2 Minimum Square Footage for any Principal Residence. No principal structure shall be erected or allowed to remain on any Lot unless the square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,500 square feet for a Single Family Lot or 1,200 square feet for each residence upon a Duplex Lot. The height of the main structure on the Lot shall not be more than thirty-five (35) feet above the normal surface of the ground. No other improvement shall be higher than eight (8) feet from the ground.

6.3 Minimum Floor Elevation. No structure shall be erected or allowed to remain on any Lot unless the minimum floor elevation is 9.3 feet above mean sea level.

6.4 Set Back for all Structures. No structure of any kind shall be located or permitted to remain between the main structure and the front Lot line. No structure of any kind shall be located on any Lot nearer than 20 feet to the front Lot line or 10 feet from the rear Lot line. In the case of a Duplex Lot, no structure shall be located nearer than 10 feet from the side lot line on which the party wall is not placed. For a Single Family Lot, for the residence there shall be a total of 15 feet from the side lines, no less than five feet on one side or greater than 10 feet on the other side of the residence. The side lot lines for corner lots shall be 20 feet.

6.5 Resubdividing or Platting. Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements. These restrictions shall continue to apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided or replatted for road purposes or easements.

6.6 Underground Utilities. All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings shall be located underground. The Developer has provided underground conduits to

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serve each Lot, extending from the point of applicable transformer to a point at or near a Lot line. Each Owner requiring electric service shall be responsible to complete, at his expense, secondary electric service conduits, wires (including those in the conduit provided by the Developer, conductors and other electric facilities from the point of the applicable transformer to the residence building, all of which shall become the property of the Jacksonville Electric Authority or its successors or assigns.

6.7 Sewage Disposal and Water Service. City of Atlantic Beach, or its successors or assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the Lots. No well of any kind shall be dug or drilled on the Lots to provide potable water for use within any structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the City of Atlantic Beach, or its successors or assigns. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for air conditioning purposes. No sewage may be discharged on the open ground. All sewage must be disposed of through the sewer lines and disposal plant owned or controlled by the City of Atlantic Beach, or its successors or assigns. No water from air conditioning system or swimming pools shall be disposed of through the lines of the sewer system. The City of Atlantic Beach, or its successors or assigns, 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 purpose of installation, maintenance and operation of water and sewage facilities.

6.8 Water and Sewage Regulations. All Lots are subject to the rules, regulations and ordinances relative to water and sewage rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the City of Atlantic Beach, or its successors or assigns. The City of Atlantic Beach, or its successors or assigns, may discontinue service of water or sewage disposal to any Lot for non-payment of the periodic charges of either service whether such non-paid service bill was incurred by the present or prior Owners or occupants of the Lots receiving service.

6.9 Completion of Commenced Construction. Once construction of any buildings is begun, work shall be prosecuted diligently and continuously until final completion. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within twelve (12) months after the start of construction unless completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. During construction, all vehicles, including those delivering materials and supplies (except those trucks large or heavy enough to damage the driveways) shall enter the Lot only at the driveway location. Such vehicles shall not be parked at any time on the street or upon any other Lot other than the Lot on which the construction is proceeding.

6.10 No Picnic Areas Prior to Construction. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon.

6.11 No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind, including construction sheds and trailers, shall be erected or permitted to remain on any Lot at any time. However this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of construction of the main residence(s).

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6.12 Fences. Hedges or fences 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 front line of the main structure; nor closer than 15 feet to a side street when the residence is situated on a corner lot. No fence shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground. No fence shall be erected until the quality, style, color and design shall have been first approved by the Developer. As a general rule, fences or walls shall be constructed of wood in a shadowbox style provided that the Developer may at its sole option or discretion approve another material architecturally harmonious with the development. No chain link, hog wire, or barbed wire fences or walls will be permitted on the Properties.

6.13 Motorists' Vision to Remain Unobstructed. The Developer shall have the right, but no 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, obstruct the vision of the motorist upon any of the streets.

6.14 Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as a residence either temporarily or permanently.

6.15 Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE", signs, 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. In the case of a Duplex Lot, two identification signs shall be permitted. No sign shall be more than a maximum of four (4) square feet in size. The Developer may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

6.16 Aerials, Antennas and Satellite Television Reception Dishes. No radio or television aerial, antenna or satellite television reception dish nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure or on any Lot unless and until the location, size and design thereof shall have been approved by the Developer. As a general rule, antennas and other electronic equipment or satellite television reception dishes will not be approved if installed in a manner that is visually offensive from the street. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

6.17 Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or similar material shall be 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 Developer. When the United States mail service or the newspaper or newspapers involved shall make delivery to wall receptacles attached to the residence, each Owner shall replace the boxes or receptacles previously employed for such purpose with wall receptacles attached to the residence.

6.18 Pets. Not more than three dogs, or three cats, or four birds or four rabbits may be kept on a Lot for the pleasure and use of the occupants but not for any commercial or breeding use. If, in the sole opinion of the Developer or Association, the animal or animals are dangerous or any annoyance or nuisance or destructive of wild life, they may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

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6.19 Garages; Parking of Vehicles, Boats, Etc. No vehicles of any kind, boats or any other objects may be kept or parked between the street and the residential structures nor in the side yards unless properly screened from sight. All such objects shall be completely screened inside a garage or carport or within the rear yard concealed from view from any adjacent Lot or roadway. Private automobiles of the occupants bearing no commercial signs may be parked in the driveway on the Lot from the commencement of use in the morning to the cessation of use in the evening. Private automobiles of guests of the occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailers shall be kept on any Lot.

6.20 Air Conditioners. Unless the written approval of the Developer has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street. No exterior components of air conditioning units shall be visible from the street.

6.21 Drying. Outdoor drying of wash must be done in areas that are completely screened from view from adjacent Lots and any street. Clothes lines or drying racks must be of the umbrella type, no more than six feet in height from ground level unless otherwise approved in writing by the Developer.

6.22 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

6.23 No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted or carried 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 on any part of the Property or on any contiguous land. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed six (6) inches in height.

6.24 All Structures to be Approved by Developer. For the purposes of assuring the development of the Property as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive right and discretion to control and approve the construction of all buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No building, fence, wall, driveway, swimming pool 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 covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, plans for the grading, fencing and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, approximate square footage, construction schedule and such other information as the Developer shall reasonably require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans that are not, in its opinion, suitable or desirable for any reason,

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including purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction, the quality of the proposed workmanship, and quality of the materials proposed to be used.

6.25 Exceptions. 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 and such temporary dwellings, including sales and/or construction trailers, model houses and other structures as the Developer may deem advisable for development purposes.

ARTICLE VII
PARTY WALLS ON DUPLEX LOTS

7.1 General Rules of Law to Apply. Each wall built as a part of the original construction between the residences upon Duplex Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. In conveying the residences to the Owners, the legal boundary of each portion of the Duplex Lot shall be in the center of the party wall.

7.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

7.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter make use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.4 Weatherproofing. Notwithstanding any other provision of this Article, an 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.

7.5 Right to Contribution Runs with Land. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.6 Cross Easements. It is the intention of the Developer that the party walls be constructed in the property line dividing the A portion and B portion of the Duplex Lots. In the event that the party wall is not constructed on the property line a perpetual easement for construction and support is hereby granted to any Owner of a Duplex Lot for which the improvements encroach upon the adjacent Duplex Lot. In the event the improvements are damaged or destroyed, the easement shall remain in effect for the reconstructed improvements.

7.7 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

OFFICIAL RECORDS

ARTICLE VIII
EASEMENTS

8.1 Access Easement. The improvements to be constructed on each Duplex Lot shall incorporate a driveway to provide access to and parking for the occupant of each residence constructed upon the Lot. In addition, in the event that it is necessary, convenient or required by the applicable governmental authorities, driveways on the Duplex Lots may be constructed to provide a single access to the public street to serve two adjacent Duplex Lots. In such event, a perpetual non exclusive easement for ingress and egress is hereby reserved and granted over the paved portions of such Duplex Lots for the benefit of the Owners of the Lots so burdened and benefited and for their successors, assigns and mortgagees. The Owners of each Duplex Lot, and in the event of separate ownership of each residence, all Owners shall be jointly and severally liable for the maintenance, repair and replacement of the driveways serving more than one Duplex Lot. All costs of repair, maintenance, or replacements shall be divided by the number of users and the owner of each residence shall pay a fractional share of the costs, the numerator of such fraction being "1" and the denominator being the number of users. No Owner or his tenants, guests or invitees shall be entitled to obstruct or impede access over the joint driveway.

8.2 Drainage Easement. A portion of the drainage for all Lots is provided by retention lakes located upon Lots 1 and 28. A perpetual non exclusive easement for surface and stormwater drainage is hereby reserved over the retention lakes located upon such Lots. It is the responsibility of the Association to maintain such retention lakes in the manner as may be required from time to time by applicable governmental authorities. Provided, however, the Owners of such Lots shall maintain the adjacent landscaping and embankments and shall take no action which would inhibit or prevent the flow of waters. The cost of maintenance and repair of the bottom and waters of such retention lakes shall be included in the Association budget. An easement is hereby granted to the Association for access, ingress and egress to the retention lakes to perform such maintenance, repair and replacement.

In connection with the platting of the Property, the Developer assumed certain obligations in connection with the maintenance of the retention lakes. The Developer hereby assigns to the Association and the Association hereby agrees to assume all the obligations and responsibilities for maintenance of the retention lakes by the Developer under the plat. The Association further agrees that subsequent to the termination of the Class C Membership it shall indemnify and hold Developer harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of occurrence, in, upon, at or from the maintenance of the Lake, occasioned wholly or in part by any act or omission of the Association or its agent, contractors, employees, servants, or licensees, but not including any such liability occasioned wholly or in part by acts of Developer, its successors assigns, agents or invitees.

8.3 Developer's Easement Rights. The Developer, for so long as it is a Class C Member 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 on the Plat. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the

OFFICIAL RECORDS

Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any to any cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the Lot subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any dwellings upon the easement areas. If any Owner constructs any improvements or structures to the extent that such structures or improvements prohibit access to the pipe lines or conduits located thereupon, the Owner of the Lot shall remove the improvements or structures upon written request of Developer or its designee. As a general rule, landscape grading and fill up to six (6) inches will be permitted without further approval from the Developer.

ARTICLE IX
GENERAL

9.1 Enforcement. In addition to the rights and remedies set forth in Article V, Developer, for so long as there is a Class C membership, and thereafter the Association, reserves the right, but shall have no obligation, following ten (10) days written notice to the Owner specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such other action at the expense of the Owner as Developer or Association deem necessary to enforce these covenants and restrictions. The Owner shall pay Developer or Association, on demand, the actual cost of such enforcement plus twenty (20%) percent 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 or Association may, at its option, bring action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days written notice of an 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 purpose 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 or Association 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 Owner. All remedies of Developer shall be cumulative to any and all other remedies provided herein or at law or in equity. The failure by Developer to bring any action to enforce any provision 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 Owner or any other party against Developer or Association. Provided, however, in the event that the Association shall fail or refuse to bring an action for the failure to comply with the terms of this Declaration an Owner may bring such action for enforcement.

9.2 Developer May Designate a Substitute. The Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, or corporation 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. The term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns. Upon the termination of the Class C membership, all rights of the Developer, including without limitation the enforcement rights set forth in Section 9.1, shall be automatically vested in the Association.

OFFICIAL RECORDS

9.3 Rights of Mortgagee. Upon written request to the Association identifying the name and address of the Mortgagee, such Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage.

(b) Any sixty day delinquency in the payment of Annual or Special Assessments owed by the Owner of any Lot on which it holds the mortgage.

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

(d) Any proposed action that requires the consent of a specified percentage of Mortgagee.

(e) Copies of the Declaration, Bylaws and Rules and Regulations in effect from time to time.

(f) Copies of the financial statements of the Association on an annual basis.

9.4 Partial Invalidity. The invalidation of any one of the terms or provisions of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which provisions shall remain in full force and effect. In the event any term or provision of these Covenants and restrictions is adjudged invalid, then in lieu thereof shall be substituted a term or provision which is valid and enforceable and is as similar as possible to the one adjudged invalid.

9.5 Headings. The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

9.6 Amendments or Additional Restrictions. The Developer reserves and shall have the sole right (a) to amend this Declaration for so long as it is the Class C member, but all such amendments shall conform to the general purposes and standards of this Declaration, (b) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between these provisions, provided, however, in the event that the Veterans Administration or the Federal Housing Administration guaranties a mortgage on a Lot in the Properties, any amendments to these covenants and restrictions shall be subject to approval by the Federal Housing Administration the Veterans Administration; (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the Property which do not lower the standards of this Declaration, and (d) to release any Lot from any part of the covenants and restrictions in this Declaration which have been violated (including, without limiting the foregoing, violations of building restriction lines) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

9.7 Amendment of Restrictions by Owners. Upon termination of the Class C Membership, or at such time as Developer is no longer holding Lots for sale in the ordinary course of business, this Declaration may be amended only by the approval of 75% of the votes of each class of membership at a duly constituted meeting at which a quorum is present in person or by proxy or by written consent of 75% of each Class of membership, and evidenced by a written instrument executed by the required number of owners and recorded in the public records of Duval County, Florida.

"OFFICIAL RECORDS"

9.8 Restrictions Effective Period. This Declaration, as amended from time to time, unless released as herein provided, shall be deemed to be covenants and restrictions running with the title to the lands described in the Plat and all portions thereof, and shall remain in full force and effect until the first day of January, 2010, and thereafter, shall be automatically extended for successive periods of 25 years each. However, within six months prior to the first day of January, 2010, or within six months preceding the end of any such successive 25 year period, this Declaration may be amended, waived or extinguished in whole or in part as to all or any part of the Property by a written agreement executed by the approval majority of votes of each class of membership. In the event that any such agreement shall be executed and recorded, this Declaration as therein modified, shall continue in force for successive periods of 25 years, unless and until further amended, waived or extinguished in the manner provided in this paragraph.

IN WITNESS WHEREOF, this Declaration has been executed on this 18th day of July, 1988, by the Developer, acting by and through its duly authorized officer.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

BEACHSIDE, a Florida Joint Venture

By: LANDCOM, INC., Joint Venturer

By [Signature]
its Vice President

[Corporate Seal]

"DEVELOPER"

[Signature]
[Signature]

By C. D. M., PROPERTIES, INC.,
Joint Venturer

By [Signature]
its President

[Corporate Seal]



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th
of July, 1985, by Charles F. Atkinson Jr. the
President of Landcom, Inc., Joint Venturer of Beachside, a Florida
Joint Venture, on behalf of the joint venture.

Sharon S. Hager
Notary Public, State of Florida
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 24, 1989
Bonded thru Patterson - Becht Agency

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th
of July, 1985, by Steven B. Morrow the
President of C. D. M. Properties, Inc., Joint Venturer, on behalf
of the joint venture.

Sharon S. Hager
Notary Public, State of Florida
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 24, 1989
Bonded thru Patterson - Becht Agency

EXHIBIT A
COMMON AREA

VCL 8165 PG 106
OFFICIAL RECORDS

Beach Access Parcel:

The eighteen foot private easement located on Lot 15 of the Plat of Beachside.

Entry Parcel:

The five foot non-access easement on Lots 1 and 28 as depicted on the plat of Beachside.

OFFICIAL RECORDS

CONSENT AND JOINDER

The undersigned owner of the following described
Lots:

Lots 5A & 5B of BEACHSIDE according to
plat thereof recorded in Plat Book 42, pages
14A, 14B, 14C of the public records of Duval
County, Florida

and the undersigned hereby consents and joins in this
Beachside Covenants and Restrictions dated July 18, 1986,
subjects the foregoing described lots to the provision hereof
and agrees that the Lots shall be held conveyed and
transferred subject thereto.

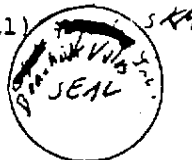
IN WITNESS WHEREOF, the undersigned sets its hand and
seal as of this 22nd day of July, 1986.

Signed, sealed and delivered
in the presence of:

[Handwritten signatures]

By: *[Signature]*
Its _____ President

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 22nd day of July, 1986, by Steven K.
Morrow, the President of Wide Villages, Inc.
on behalf of the _____ corporation

[Signature]
Notary Public, State of
Florida.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 24, 1989
Bonded thru Patterson - Becht Agency

ICK(Tanner)

CONSENT AND JOINDERVol 6165 pg 108
OFFICIAL RECORDS

The undersigned owner of the following described
Lots:

Lots 6 of BEACHSIDE according to
plat thereof recorded in Plat Book 42, pages
14A, 14B, 14C of the public records of Duval
County, Florida

and the undersigned hereby consents and joins in this
Beachside Covenants and Restrictions dated July 18, 1986,
subjects the foregoing described lots to the provision hereof
and agrees that the Lots shall be held conveyed and
transferred subject thereto.

IN WITNESS WHEREOF, the undersigned sets its hand and
seal as of this 22nd day of July, 1986.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

By: *[Signature]*
Its President

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 22nd day of July, 19 86, by John A.
Seminak, the President of Seda Construction
Company
on behalf of the corporation

[Signature]
Notary Public, State of FL
Florida.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLA.
My commission expires Nov. 24, 1989
Bonded thru Patterson - Becht Agency

LCK(Tanner)

CONSENT AND JOINDER

V. 6165 PG 109

OFFICIAL RECORDS

The undersigned owner of the following described
Lots:

Lots 5A & 5B of BEACHSIDE according to
plat thereof recorded in Plat Book 42, pages
14A, 14B, 14C of the public records of Duval
County, Florida

and the undersigned hereby consents and joins in this
Beachside Covenants and Restrictions dated July 18, 1986,
subjects the foregoing described lots to the provision hereof
and agrees that the Lots shall be held conveyed and
transferred subject thereto.

IN WITNESS WHEREOF, the undersigned sets its hand and
seal as of this 22nd day of July, 19 86.

Signed, sealed and delivered
in the presence of:

[Signature]
Ralph L. Pelkey

By [Signature]
Its President

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 22nd day of July, 19 86, by James L.
Pelkey, the President of Pelkey
Builders, Inc.
on behalf of the corporation

[Signature]
Notary Public, State of
Florida.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 24, 1989
Bonded thru Patterson - Becht Agency

86- 72064

JUL 22 1 21 PM '86

LCK(Tanner)

NOTARY PUBLIC, STATE OF FLORIDA
COUNTY OF DUVAL, FLA.

OFFICIAL RECORDS