

APR 24 1986

BOOK 488 PAGE 134

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OCEAN RIDGE

THIS DECLARATION is made on the day hereafter set forth by THE FERNANDINA BEACH DEVELOPMENT PARTNERSHIP, a Florida General Partnership (Declarant).

RECITALS

A. Declarant is the owner of the property in Nassau County, Florida, described on Exhibit A attached hereto, and it is in the process of developing the property for a project known as "OCEAN RIDGE."

B. Declarant contemplates that the development will be completed in one platted stage and will contain fifty-one (51) lots for single family detached homes (Lots 1-51), and a recreational area (Parcel B).

NOW, THEREFORE, the Declarant hereby declares that the properties described in Exhibit A shall be subject to the terms and conditions of this Declaration upon recordation of this document. All properties described on Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of the property, and which shall run with the title to the property, and shall be binding upon all parties having any right, title or interest in the property or any part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of the Association and each Owner, as those terms are hereinafter defined.

ARTICLE I

DEFINITIONS

Section 1. Association. "Association" shall mean and refer to OCEAN RIDGE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. 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 within the properties, platted as a single family subdivision by the City of Fernandina Beach in Nassau County, Florida, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Properties. "Properties" shall mean and include the property described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area. "Common Area" shall mean 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 B, attached hereto and made a part hereof. The term "Common Area" shall also include such additional parcels of the Properties as the Declarant may from time to time designate by filing a declaration in the public records of Nassau County, Florida, describing the additional Common Area.

Section 5. Lot. "Lot" shall mean and refer to any numbered single family detached home (privacy home) lot shown upon any recorded plats of OCEAN RIDGE, with the exception of the Common Area.

Section 6. Privacy Home. "Privacy Home" shall mean and refer to the single family detached home to be constructed on each Lot of the recorded plat

of OCEAN RIDGE. Each said Privacy Home shall be designed and constructed so that it has a side wall which is totally enclosed, with no openings or windows. Said side shall be referred to as a "totally enclosed side wall." Each Privacy Home shall be erected or placed on its Lot so that its totally enclosed side wall shall always be located no closer than 10% nor farther than 12% of the width of the Lot away from the nearest side Lot line. If a window is desired in the "totally enclosed side wall," a request must be submitted for the Developer's approval as to size and location; and the Developer's approval will be denied if it deems, in its sole opinion, such window to be an invasion of privacy to an adjoining Owner(s).

Section 7. Declarant. "Declarant" shall mean and refer to THE FERNANDINA BEACH DEVELOPMENT PARTNERSHIP, a Florida General Partnership, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Unless the context otherwise requires, the use herein of the singular shall include the plural, and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. 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, subject to the following provisions:

(A) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area.

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

(C) 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 purposes and subject to such conditions as may be agreed to by the members. 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.

(D) The rights of the Association and the individual Owners shall be subject to a right reserved hereby by the Declarant to utilize the easement area within the recreational area (Parcel B) of OCEAN RIDGE, described in Exhibit A, for drainage of the Properties described in Exhibit A.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Lake and Water Rights. Certain Lots within the Properties are subject to a drainage easement to the City of Fernandina Beach, Florida. The surface waters of the easement area within the Plat of OCEAN RIDGE, and extending westerly within the property owned by Declarant, to the banks of the surface waters, constitute a Common Area of the Property, and all Owners have a non-exclusive easement for the use and enjoyment of such surface waters with access by Owners not subject to the drainage easement to be by way of the Common Area, known as Parcel B on the plat of OCEAN RIDGE. Said surface waters may be used by Owners

for fishing, windsailing, canoeing, and boating, all in a manner and at a time to be governed by rules established by the Homeowners Association. No boats or other craft powered by gas driven engines or other kinds of engines producing a level of noise inconsistent with the rules established by the Homeowners Association from time to time shall be allowed to be used, and no offensive conduct or littering shall be allowed. The aforesaid easement for the use and enjoyment of such surface waters shall be subject to the restrictions of this Declaration and the rules and regulations of the Association. The Association shall have the duty and responsibility to maintain the aforesaid surface waters and the entire body of water herein described to the banks of the body of water. The banks of the surface waters will be sodded at each Lot Owner's expense, and thereafter maintained by the Lot Owner. Owners of the Lots subject to the drainage easement shall maintain the Lots to the actual water line, as it may exist from time to time. Such property shall be maintained by said Lot Owner in a neat, clean and orderly manner and so as to prevent erosion of the embankments; and, the height, grade and contour of the embankment shall not be changed without prior approval of the Association or any governmental agency which may have jurisdiction thereof. If the Owner fails to maintain his property as so described, the Association shall have the right, but not the duty, to enter onto the Lot and perform the maintenance at the expense of the Owner.

Section 4. Water and Sewer Easement. Florida Public Utilities, or its successors, has the sole and exclusive right to provide all water facilities and services, and the City of Fernandina Beach, or its successors, has the sole and exclusive right to provide all sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide water for use with the structures to be built, and no potable water shall be used within the improvements, except potable water which is obtained from Florida Public Utilities, or its successors or assigns; provided, however, that the Declarant, its successors or assigns, may construct wells to supply water for irrigation purposes and/or for heating and cooling systems. Any such wells permitted shall not be connected or cross-connected to the central water supply system. All sewage from any building must be disposed of through the sewer lines or through the sewage lines and disposal plant owned or controlled by the City of Fernandina Beach, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Florida Public Utilities is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described above for the purpose of ingress, egress, installation and/or repair of water facilities, and the City of Fernandina Beach is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described above for the purpose of ingress, egress, installation and/or repair of sewer facilities.

Section 5. Lot Owner's Easement Over and Responsibility for Maintaining Portion of Adjacent Lot. Each Lot Owner shall have the right of use of and shall be responsible for maintaining the portion of the yard of the adjacent Lot which is open to his view and concealed from the view of the adjacent Lot Owner by the totally enclosed side wall of the Privacy Home on that adjacent Lot, from the common side Lot line to the totally enclosed side wall, as extended parallel to the common side Lot line, to the front and to the rear of said Lot. Said Lot Owner shall be allowed to fence said area in accordance with the requirements of this Declaration, but shall not be allowed to erect or implace any permanent structure within said area between the common Lot line and the totally enclosed side wall of the adjacent Lot Owner as so extended, to conduct any type of activity that would produce undue maintenance requirements to the adjoining Lot Owner or to affix any attachments to the adjacent Lot Owner's totally enclosed side wall. The Owner of each Privacy Home shall hold title to the Lot on which his Privacy Home is erected, but his use of the portion of said Lot from the totally enclosed side wall of his Privacy Home, as extended, parallel to the nearest side Lot line, to the front and rear of his owned Lot, to the nearest side Lot line shall be limited to the use of said property only for the maintenance of his Privacy Home at times convenient to and upon proper notification to the adjacent Lot Owner, whose view is open to the totally enclosed side wall of the Privacy Home of said Lot Owner, and who enjoys the easement rights and maintenance responsibilities herein set forth.

Section 6. Natural Zones. The Declarant has left certain portions of OCEAN RIDGE in a natural state to preserve tree cover and to provide buffer zones. Said Natural Zones are to be precisely delineated on the final survey to be provided by Developer on the conveyance of each lot in OCEAN RIDGE. Said

Natural Zones and the required transition areas encompass, approximately: The Easterly forty (40) feet of Lots 25, 26, 35, 36, 46 and 47, subject to those easements and lift station shown on the plat of OCEAN RIDGE, and all of Lots 21 through 51, inclusive, which lie rearward of a line parallel to the front lot lines of said Lots, and one hundred and twenty (120) feet distant therefrom. Said Natural Zones shall not be altered, cleared or fenced without the prior written approval of the Declarant, and any other governmental agency having jurisdiction thereof. Each Lot Owner shall maintain the portion of his Lot within a Natural Zone in its natural state but in a clean and neat condition.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

CLASS A. Class A membership shall be all Owners, with the exception of the Declarant. Each Class A member 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 one Lot.

CLASS B. The Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A 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 membership equals the total votes outstanding in the Class B membership; or,

(B) On January 1, 1996.

Section 3. Amplification. The performance of this Declaration may be amplified with the Articles and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict among this Declaration, the Articles or the Bylaws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. 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, substantial, attractive and sanitary condition, order and repair. The Association's duties shall extend to and include all parking areas and private streets, if any, situate on the Common Area.

Section 2. Maintenance of Front Yards and Side Yards to Side Streets. The Association shall become responsible for the maintenance and upkeep of the front yards of the improved single family detached home (Privacy Home) Lots from the front corners of the Privacy Homes, or other points to be designated by the Developer as the beginnings of the front yard area, and any side yard area running to side street lines, to the curbs of the public streets dedicated to the City of Fernandina Beach, Nassau County by plat. Said front and side yards shall be kept in good, clean and attractive condition. No alteration of the front or side yard area may be made without first obtaining the written approval of the Declarant or the Architectural Committee of the Homeowners Association. Cost for the maintenance shall be paid from accounts established for this purpose in accordance with Article V, Section 3.

Section 3. Services. 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. The services to be provided by the Association shall extend to the maintenance of an entrance area, detention pond, and drainage area within OCEAN RIDGE.

Section 4. Personal Property for Common Use. The Association may acquire, hold and own tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided by the Articles or Bylaws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area. The rules and regulations may be consistent with the rights and duties established by this Declaration.

Section 6. Taxes and Insurance. The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association, and any other government 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 all of the following agencies of the United States government: Veterans Administration, Federal National Mortgage Association, and Federal Home Loan Mortgage Corporation.

Section 7. Implied Right. The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or Bylaws, 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.

Section 8. Restrictions on Capital Improvements. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant, and, except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds of the votes entitled to be cast.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Real and Personal Obligations of the Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, 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 for capital improvements and for the purpose of eliminating a deficit;

such assessments to be established and collected as herein provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fee, shall also be the personal

obligation of the person who is the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successor in title, unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area described in Article I, Section 4, and the Lake described in Article II, Section 3, hereof, the maintenance of the front yards of the single family detached (Privacy Home) lots, and providing services as set forth in Article IV, Sections 2 and 3, and for the purpose of enabling the Association to:

- (A) 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) 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) Pay for all expenses of operating the Association, including, without limitation, management fees, legal and accounting fees, payroll and general office operating expenses, and for any and all other things necessary and desirable in the judgment of the Board of Directors;
- (D) Keep the Property owned, maintained or leased by the Association neat and attractive, or to preserve or enhance the value of the property, or to eliminate a fire, health or safety hazard, which in the judgment of the Board of Directors may be of general benefit to the members of the Association;
- (E) Repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein; and,
- (F) Accumulate reasonable reserves for the foregoing purposes. 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 in the expenditure 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.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Forty Four Dollars (\$44.00) per month per Lot, which shall be due and payable in an amount of One Hundred Thirty-Two Dollars (\$132.00), quarterly.

- (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 membership to correspond with either 105% of the maximum assessment for the previous year or with increases in the cost of living index. The choice of the method of determining the maximum annual assessment, to include the applicable index, if chosen, and related implementation, shall be selected by the Board of Directors.
- (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 either 105% of the maximum assessment for the previous year or the increase in the cost of living index, as chosen by the Board of Directors, 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.
- (C) 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 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 be approved by two-thirds (2/3) of all votes entitled to be cast at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members, or of proxies, entitled to cast fifty percent (50%) of the total votes to be cast, shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a pre-paid annual or less frequent basis after the initial levy. The initial levy of assessment from Class A members shall be collected at the permanent loan closing and shall include the assessed amount due for the remainder of the then current calendar year and the next calendar year; provided, however, that in no event shall the initial levy exceed the assessed amount for six (6) months. If there is no permanent loan closing, then the initial levy shall be made in a manner to be determined by the Board of Directors.

Section 7. Declarant's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration or the Articles or Bylaws to the contrary, the annual assessment against any vacant Lot or a Lot improved with an unoccupied, unsold home in which Declarant owns any interest shall be in an amount of no more than twenty-five percent (25%) of the amount hereinabove established against Lots owned by the Class A members of the Association. Upon transfer of title of a Declarant-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for Lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots in OCEAN RIDGE on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment 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 quarter and the next calendar quarter; provided, however, that in no event shall the initial levy exceed the assessed amount for six (6) 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. The annual assessments provided for herein, as such assessments relate to Lots added to this Declaration, shall commence upon filing of the Declaration subjecting the Lots to the terms and conditions hereof.

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 eighteen percent (18%) 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 Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of 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 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

Section 1. General. The following covenants and restrictions shall apply to OCEAN RIDGE, described in Exhibit A attached hereto and made a part hereof.

(A) Privacy Home Lots shall be used for detached single family residential purposes only, and businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited. Without the approval of the Declarant, the height of the main residence on each Privacy Home shall not have more than two (2) full stories and shall not be more than thirty-five (35) feet above the normal surface of the ground. No building situated on any such Lot shall be rented or leased separately from the rental or lease of the entire property. No Privacy Home may be leased for a period of less than three (3) months. Nothing herein contained shall be construed to prevent Declarant from using any Lot for a right-of-way for road purposes or easements, in which event none of the restrictions herein shall apply. Further, nothing contained herein shall be construed to limit the size of sewage lift stations or similar facilities. No Privacy Home 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 one thousand (1,000) square feet; provided, however, that two-story Privacy Homes need only have a minimum of nine hundred (900) square feet on the ground floor and three hundred (300) square feet on the second story. No structure shall be located on any lot nearer than twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line, nor nearer than 10% of the lot width to any side lot line, nor nearer than twenty (20) feet to any rear lot line. Eaves, overhangs, patios or decks are not considered structures and may be within these set back areas. Provided, further, that one detached outbuilding (no larger than 8' x 10'), with wall and roof of same materials as the Privacy Home, can, after receipt of Declarant's approval as to location and configuration, be located within said rear or side set back areas

(B) Repair, outside of an enclosed garage, of wheeled vehicles of any kind, or boats, is prohibited. Storage, outside of an enclosed garage, of wheeled vehicles or boats is prohibited.

(C) All homes shall be constructed by the Declarant, or by contractors or builders approved by the Declarant. Changes in the exterior color schemes of any residence or other buildings, to include paint colors or shingle colors, or fence, wall, driveway, swimming pool, or other structure or improvement, shall not be made without the prior written approval of the Declarant. No addition or alteration to any structure, and no alteration of the exterior color of any structure, shall be allowed without the Declarant's prior written approval. No awnings, shades, gutters, downspouts, roof ventilators, or other exterior vents, or other extraneous fixtures or decorations, may be attached to the exterior of any structure without the Declarant's prior written approval. No exterior windows or doors, including garage doors, may be altered, added, deleted or relocated, except with prior written approval by the Declarant. No garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage.

(D) No Owner shall alter the front or side yard landscaping without the prior written approval of the Declarant. The maintenance of the grounds of each Lot (whether vacant or unoccupied) over and above that maintenance to be undertaken by the Association in the front yard, shall be undertaken by the Owner in a neat and attractive condition. Upon the failure of any Owner to so maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Association, or its authorized agents, successors and assigns, may, after five (5) days' written notice to such Owner, enter upon such Lot and have the grass, woods, or other vegetation cut, debris removed, when and as often as the same is necessary in its judgment, and may have dead trees, shrubs, and other plants removed therefrom. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above, plus twenty (20%) percent of said costs, and the liability for such amounts shall be a permanent charge and lien upon such Lot, enforceable by the Association by any appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such Owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the Association, or its

designated committee, or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day, except Sunday.

(E) No fence or other obstruction shall be constructed, nor shall rubbish, trash, garbage, grass clippings, leaves, or any other discarded items be deposited, in any street, gutter, drainage swale or ditch, nor shall any other action be taken, so as to restrict or divert the free access or flow of drainage.

(F) All fences are to be of a common color and material and are to be of a common design approved by the Declarant. Hedges, fences or walls may not be built or maintained on any portion of any Lot, except on the rear or exterior side Lot line (other than in Natural Zones, as described elsewhere in this Declaration) and no closer to the front of the Lot than the front line of the main residence, nor closer than two feet (2') to a side street, when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color and design shall have been first approved in writing by the Declarant, or its duly appointed representative. Provided, however, the Declarant 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 upon any Lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of the motorists upon any of the streets.

(G) No sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height and design specified by the Architectural Control Committee of the Homeowners Association. The Homeowners Association may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

(H) Not more than two dogs, or two cats, or four birds, may be kept on a Privacy Home Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose. No other animals may be kept without the approval of the Architectural Control Committee of the Homeowners Association. If, in the sole opinion of the Homeowners Association, the animal or animals become a nuisance, or dangerous, or destructive of wild life, they may not thereafter be kept on the Lot. Birds shall be kept caged at all times. Dogs shall be kept within an enclosed rear yard or otherwise on a leash.

(I) No wheeled vehicles of any kind, boats, trailers, or any other offensive objects, may be kept or parked on a paved road or in the front or side yard of any Privacy Home Lot. Said vehicles, boats, or objects may be so kept if completely inside a garage attached to the main residence or within the rear yard, if concealed from view from any adjacent Lot or roadway. No more than one private automobile of the occupant, bearing no commercial signs, may be parked in the driveway on the building Lot. Private automobiles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such 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.

(J) Unless the prior written approval of the Architectural Committee of the Homeowners Association has been obtained, no window air-conditioning units shall be installed in any side of a building which faces a street.

(K) The Declarant, for itself and its successors and assigns, hereby reserves, and is given, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes, or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes), and on, in, over and under so much of each Lot as is required to provide the aforesaid utility services to the Privacy Home constructed on each said Lot.

Section 2. Reservation of the Right to Resubdivide or Replat. The Developer reserves the right to resubdivide or replat Lot(s) shown on the plat for

any purposes whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy, the replatted or resubdivided Lot, or fractional part or parts thereof, having an area less than the smallest Lot shown on the plat, and the restrictions herein contained shall apply to each Lot as replatted or resubdivided, except any Lot or Lots resubdivided for road purposes or easements. However, this provision is not to be construed as allowing the Declarant to rezone areas currently zoned only for single-family dwellings and approved for insurance programs administered by the Veterans Administration.

Section 3. All Structures to be Approved by the Declarant. For the purpose of further ensuring the development of the Properties as a residential area of the 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 Declarant shall be vested with 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, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, shall be placed, erected or allowed to remain on any Lot, nor shall any additions to or exterior change, including enclosed garage, or alteration thereto, be made, unless and until building plans and specifications covering the same (the building plans and specifications shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and approximate square footage, and contain a construction schedule and such other information as the Declarant may require, including, if so required, plans for the grading and landscaping of the Lot, showing any changes proposed to be made in the elevation and surface contours of the Lot) have been submitted to and approved by the Declarant in writing. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans, which are not suitable or desirable, in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, Lot grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed construction, the materials to be used, and the quality of the proposed workmanship. No plans and specifications shall be approved unless suitable sidewalks and landscaping are provided. Builders shall be responsible for landscaping, including providing ground cover and erosion control on the Lots themselves and the areas between front Lot lines and streets.

Section 4. No Overhead Wires. All telephone, electric and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by Florida Public Utilities, through underground primary service lines running to transformers. The Declarant has provided an underground conduit to serve each Lot, extending from the point of applicable transformer to a point at or near a Lot line, and such conduit to each Lot shall become and remain the property of the Owner of the Lot. Each Owner requiring an original or additional electric service shall be responsible to complete, at his expense, in the secondary electric service conduits, wires (including those in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence on the Lot, and all of the same shall be and remain the property of the Owner of each Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence on his Lot.

Section 5. No Picnic Areas Prior to Construction. No picnic areas and no detached outbuildings shall be erected to remain on any Lot prior to the start of construction of a permanent residence thereon.

Section 6. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent, or other temporary or movable building or structure of any kind, shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design, suitably landscaped, on any Lot used in connection with the construction or sale of houses being built in this subdivision for no longer than sixty (60) months. The location and landscaping of the trailer shall be subject to approval by the Declarant.

Section 7. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind (other than a guest house or servants' quarters), even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence, either temporarily or permanently.

Section 8. Commercial Signs. Nothing contained in these Covenants and Restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs, and such temporary dwellings, model houses and other structures, as the Declarant may deem advisable for development purposes.

Section 9. Aerials and Antennas. No radio or television aerial or antenna, nor any other exterior electronic or electrical equipment or devices of any kind, shall be installed or maintained on the exterior of any structure located on a Lot, or on any portion of any Lot, occupied by a building or other structure, unless and until the location, size and design thereof shall have been approved by the Architectural Control Committee of the Homeowners Association.

Section 10. 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 the boxes or receptacles shall have been approved by the Declarant. When the United States postal service, or the newspaper or newspapers involved, shall make delivery to wall receptacles attached to the residence, each Lot Owner shall replace the boxes or receptacles previously employed for such purpose with wall receptacles attached to the residence.

Section 11. House Numbers. All house numbers are to be of a common design, supplied by the Declarant. No additional signage shall be attached to a Privacy Home without the prior written approval of the Declarant or Association.

Section 12. No Offensive Activities. No illegal, noxious, or offensive activity shall be permitted or carried on upon any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Properties. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Properties, Common Areas, or road rights-of-way. No commercial uses, including home occupations, shall be allowed without the written approval of the Association. Trash cans shall be stored within the rear yard, concealed from view from any adjacent Lot, or roadway, excepting during the designated time of pickup when they shall be placed by the curb for pickup.

ARTICLE VII

MISCELLANEOUS

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, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that any Owner, or occupant, shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating any of these covenants and restrictions, if such violation occurs as a result of normal construction activity.

Section 2. Approval of Declarant or Homeowners Association. Wherever in these covenants the consent or approval of the Declarant or Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Declarant or Association. Such request shall be sent to the Declarant or Association by registered mail with return receipt requested. In the event that the Declarant or Association fails to act on any such written request within sixty (60) days after the same has been submitted to the Declarant or Association, the consent or approval of the Declarant or Association of the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

Section 3. Declarant May Designate a Substitute. The Declarant shall have the sole and exclusive right at any time from time to time to transfer and assign to, and 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 Declarant by any part or paragraph of these covenants and restrictions, or under the provision of any plats affecting the Properties. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association, except in the event aforesaid.

Section 4. Amendments or Violation Releases. The Declarant reserves, and shall have the sole right to:

(A) Amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; and,

(B) Release any Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of the building restriction lines and provisions hereof relating thereto), if the Developer in its sole judgment determines such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot.

Section 5. Amendment of Restrictions with Consent of Owners. In addition to the rights of the Declarant provided in Section 4 hereof, the Declarant reserves and shall have the right, with the consent of the persons then holding seventy-five percent (75%) or more of the votes entitled to be cast in accordance with this Declaration to amend or alter these covenants and restrictions and any parts thereof in any other respect.

Section 6. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 7. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 8. Annexation. Additional residential property and Common Areas may be annexed to the Properties described on Exhibit A with the consent of two-thirds of the votes of members who are entitled to vote. This provision is not to be construed as requiring voter consent for the annexation of Properties included within Exhibit A. The addition or annexation shall occur automatically within the sole discretion of the Developer upon the recordation of a Declaration, imposing the strictures of this document upon the annexed property; provided, however, that the Declarant may only exercise this annexation prerogative until February 2, 1991.

IN WITNESS WHEREOF, this instrument has been executed and dated as of April 8, 1986.

Signed, Sealed and Delivered
in the Presence of:

Stan J. E. Cook
Linda S. Charles
(As to D. F. Services)

THE FERNANDINA BEACH DEVELOPMENT PARTNERSHIP,
a Florida General Partnership (DECLARANT)

By: D. F. SERVICES, INC.,
a Florida Corporation

By: John R. Lamb
John R. Lamb, President



Mary A. Palmaster

Amos F. Almand
(As to Montgomery Homes)

Amos F. Almand

Amos F. Almand
(As to Almand Construction)

Robert Scott Allison

Robert Scott Allison
(As to Allison Lands)

By: MONTGOMERY HOMES, INC.,
a Florida corporation

By: Mitchell R. Montgomery
Mitchell R. Montgomery, President

By: ALMAND CONSTRUCTION COMPANY, INC.,
a Florida corporation

By: Amos F. Almand, III
Amos F. Almand, III, President

By: ALLISON LANDS, INC.,
a Florida corporation

By: Robert Scott Allison
Robert Scott Allison, President

(BEING ALL OF ITS GENERAL PARTNERS)

STATE OF FLORIDA }
COUNTY OF DUVAL } SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JOHN R. LAMB, President of D. F. SERVICES, INC., a Florida corporation, a General Partner of THE FERNANDINA BEACH DEVELOPMENT PARTNERSHIP, and he acknowledged that he executed the same, voluntarily, and under authority vested in him by said corporation, and that he affixed the seal of said corporation.

WITNESS my hand and official seal, at Jacksonville, said County and State, this 24 day of April, 1986.

Linda S. Chavira
NOTARY PUBLIC, State of Florida
My commission expires: 07/01/87

STATE OF FLORIDA }
COUNTY OF DUVAL } SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MITCHELL R. MONTGOMERY, President of MONTGOMERY HOMES, INC., a Florida corporation, a General Partner of THE FERNANDINA BEACH DEVELOPMENT PARTNERSHIP, and he acknowledged that he executed the same, voluntarily, and under authority vested in him by said corporation, and that he affixed the seal of said corporation.

WITNESS my hand and official seal, at Jacksonville, said County and State, this 24 day of April, 1986.

Mary A. Palmaster
NOTARY PUBLIC, State of Florida
My commission expires: 07/01/87

STATE OF FLORIDA }
COUNTY OF DUVAL } SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared AMOS F. ALMAND, III, President of ALMAND CONSTRUCTION COMPANY, INC., a Florida corporation, a General Partner of THE FERNANDINA BEACH DEVELOPMENT PARTNERSHIP, and he acknowledged that he executed the same, voluntarily, and under authority vested in him by said corporation, and that he affixed the seal of said corporation.

WITNESS my hand and official seal, at Jacksonville, said County and State, this 24 day of April, 1986.

Robert Scott Allison
NOTARY PUBLIC, State of Florida
My commission expires: 07/01/87

OFFICIAL RECORDS

BOOK 538 PAGE 147

STATE OF FLORIDA)
COUNTY OF DUVAL) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ROBERT SCOTT, President of ALLISON LANDS, INC., a Florida corporation, a General Partner of the FERNANDINA BEACH DEVELOPMENT PARTNERSHIP, and he acknowledged that he executed the same, voluntarily and under authority vested in him by said corporation, and that he affixed the seal of said corporation.

WITNESS my hand and official seal, at Jacksonville, said County and State, ON this 10th day of April, 1986.

D. C. Eubank
NOTARY PUBLIC, State of Florida
My commission expires: March 31, 1987

OCEAN RIDGE

A portion of Sections 1 and 2, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the corner common to Sections 2, 3 and 8, all in Township 2 North, Range 28 East, said corner also lying on the easterly right-of-way line of Seminole Road, as now established and shown on the plat of Ocean Breeze, as recorded in Plat Book 1, page 11, of the public records of said County; thence North 87°30'23" East, along said line dividing Sections 2 and 8, a distance of 1599.76 feet to the point of beginning. From the point of beginning thus described run thence North 08°11'18" East, a distance of 1176.50 feet to a point on the southerly right-of-way line of Simmons Road as now established; thence southeasterly and northeasterly along said southerly right-of-way line the following three courses and distances; First Course, thence South 88°44'58" East, a distance of 52.00 feet; Second Course, thence North 08°40'28" East, a distance of 20.16 feet; Third Course, thence South 88°37'47" East, a distance of 326.03 feet to the point of a curve concave northwesterly and having a radius of 203.42 feet; thence northeasterly along said southerly right-of-way line of Simmons Road, along and around the arc of said curve an arc distance of 223.41 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 59°54'25" East, 212.35 feet; thence North 28°26'35" East, along said southerly right-of-way line, a distance of 198.85 feet to the westerly line of Tract "A" as shown on the plat of South Beach, as recorded in Plat Book 3, page 11, of the public records of said County; thence South 00°12'59" East, along said westerly line a distance of 606.95 feet to its intersection with the westerly right-of-way line of First Avenue Extension (a 50 foot right-of-way as now established and recorded in Official Records Volume 230, page 91, of the public records of said County); thence South 11°53'15" West, along said westerly right-of-way line, a distance of 839.29 feet to the northerly right-of-way line of Ocklawaha Avenue, as now established; thence South 87°30'23" West, along said northerly right-of-way line, said line also being the line dividing said Section 2 from Sections 8 and 9, of said Township and Range, a distance of 657.00 feet to the Point of Beginning.

EXHIBIT "A"

OFFICIAL RECORDS

28 149

RECREATION AREA
DESCRIPTION

A portion of Section 2, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

Commence at the corner common to Section 2, 3 and 8, all in Township 2 North, Range 28 East, said corner also lying on the Easterly right-of-way line of Seminole Road (as established on the plat of Ocean Breeze, as recorded in Plat Book 1, Page 11 of the Public Records of said county); thence North $87^{\circ} 30' 23''$ East along said line dividing Section 2 and 8, a distance of 1599.76 feet; thence North $08^{\circ} 11' 18''$ East, 1109.23 feet to the Point of Beginning. Thence continue North $08^{\circ} 11' 18''$ East, 67.27 feet to a point on the Southerly right-of-way line of Simmons Road as now established; thence Southeasterly and Northeasterly along said Southerly right-of-way line, the following three courses: South $88^{\circ} 44' 58''$ East, 52.00 feet; thence North $06^{\circ} 40' 28''$ East, 20.16 feet; thence South $88^{\circ} 37' 47''$ East, 223.67 feet to a point of cusp with a curve concave to the West, having a radius of 406.10 feet and a central angle of $09^{\circ} 07' 51''$; thence departing said right-of-way line, proceed Southerly along the arc of said curve, a distance of 64.72 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $13^{\circ} 09' 16''$ West, 64.65 feet; thence from said point of compound curvature of a curve concave to the Northwest, having a radius of 25.00 feet and a central angle of $91^{\circ} 11' 17''$; thence Southwesterly and Westerly along the arc of said curve, a distance of 39.79 feet to a point of reverse curvature of a curve concave to the Southeast, having a radius of 50.00 feet and a central angle of $69^{\circ} 23' 20''$; thence Westerly and Southwesterly along the arc of said curve, a distance of 60.55 feet; thence North $50^{\circ} 29' 40''$ West (radial), 33.94 feet; thence South $87^{\circ} 30' 23''$ West, 162.79 feet to the Point of Beginning.

Containing 0.49 Acres, more or less.

Subject to any and all easements, deed restrictions, and rights-of-way of record.

Bearings based on the North line of Section 8, Township 2 North, Range 28 East as North $87^{\circ} 30' 23''$ East.

FILED AND RECORDED
IN OFFICE OF 8601273

1986 APR 24 PM 2:08

NASSAU COUNTY FLA
CLERK
J. M. G. 1986

EXHIBIT "B"