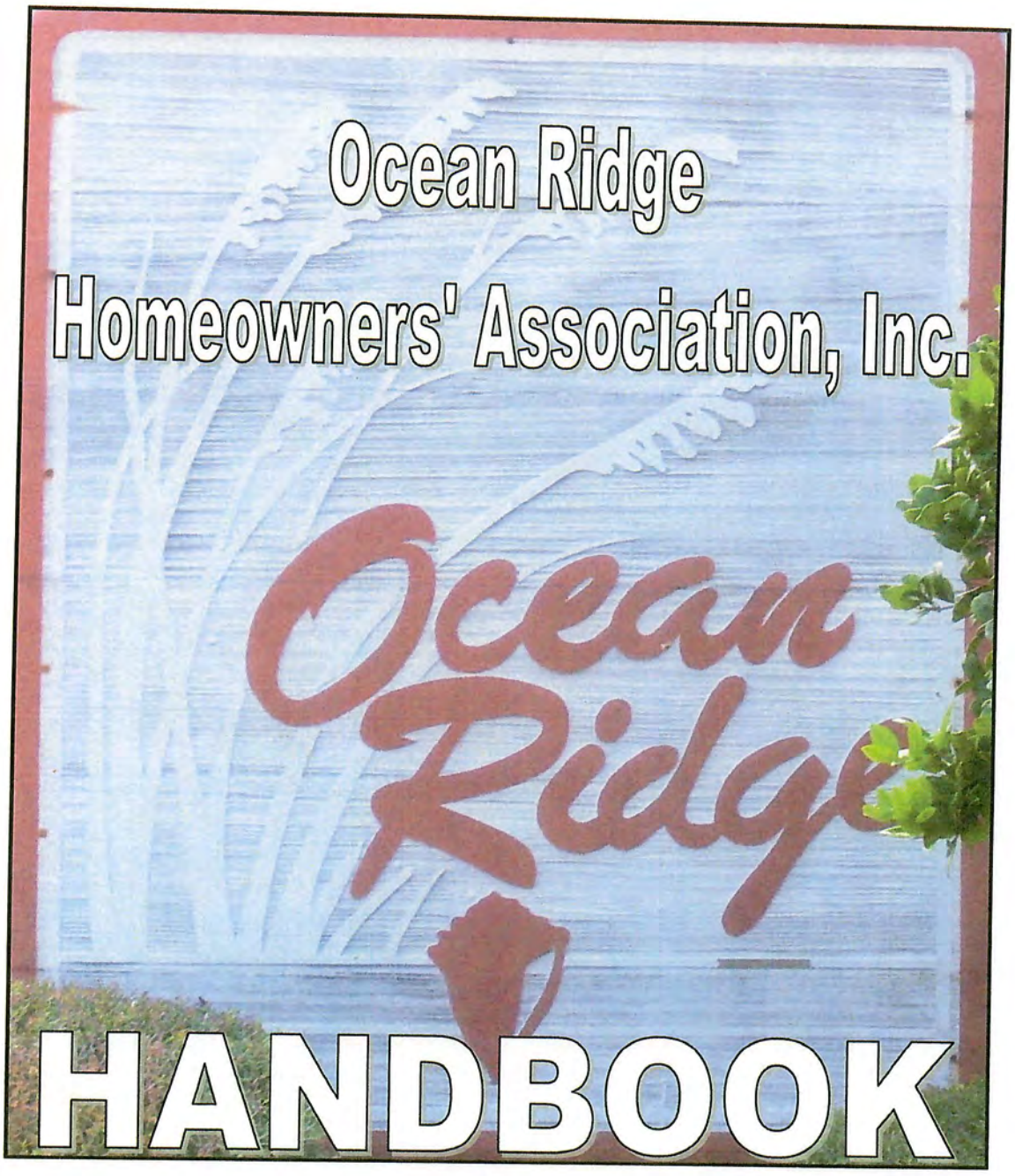


DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS INCLUDING AMENDMENTS

LEGAL DESCRIPTION OF PROPERTY (EXHIBITS A AND B)

OCEAN RIDGE HOMEOWNERS' ASSOCIATION BY-LAWS

COPY OF SUBDIVISION PLAT

This Handbook Contains:

Declaration of Covenants, Conditions and Restrictions
including Amendments 2
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Ocean Ridge Homeowners' Association Bylaws 20
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Foreword

You have chosen to live in Ocean Ridge, our beautiful neighborhood that has enjoyed continued success throughout the years because of its residents, and its protective covenants. This Handbook provides each lot owner a copy of our protective Covenants, Conditions and Restrictions and our Ocean Ridge Homeowners' Association Bylaws in one convenient handbook.

Over the years, copies of copies become more illegible. We hope you will enjoy the improvements made for legibility: a cleaner copy with larger type size and some small formatting changes. Nothing has been changed in the content of the original documents except for the inclusion of Amendments made to the legal documents. All original documents remain on file in the Nassau County records.

As new owners come into our Association and times change, new challenges and questions may arise, and new policies and requirements may need to be implemented. We offer this copy of your Covenants for your review and knowledge. These documents apply to each home in our neighborhood.

Now and in the future, your Board of Directors wants the contributions of all owners to make Ocean Ridge ever better.

Ocean Ridge Homeowners' Association Board of Directors, November 2009

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OCEAN RIDGE

AS RECORDED IN THE NASSAU COUNTY FL DEED RECORD
(BOOK 488, PP 134-149) APRIL 8, 1986

THIS DOCUMENT INCLUDES THE FOLLOWING AMENDMENTS:

1ST AMENDMENT JUNE 30, 1986 (BOOK 492, PG 597)

2ND AMENDMENT APPROVED AUGUST 11, 1994,
RECORDED NOVEMBER 01, 1995 (BOOK 743, PG 859-862)

(SIGNATURES ARE ON FILE WITH ORIGINAL DOCUMENTS)

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN RIDGE

THIS DECLARATION is made on the day hereafter set forth by the Ocean Ridge Homeowners' Association, Inc. (Association).

RECITALS

A. Except as otherwise provided herein, the Ocean Ridge Homeowners' Association, Inc., is solely empowered to exercise the rights, powers, privileges, authorities and reservations imposed by the provisions of this Declaration.

B. The development, Ocean Ridge, as completed, contains fifty-one (51) lots with single family detached homes thereon (Exhibit A) and a recreational area (parcel B).

NOW, THEREFORE, the Association 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 Association 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 Association's approval as to size and location; and the Association'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. Capital Improvements. "Capital improvements" shall mean the amount paid out for new buildings or additions to existing buildings or other fixed assets or for permanent improvements or betterments made to improve or restore the facilities of the Association for the use and benefit of its general members. Amounts paid or incurred for repairs or maintenance of property are not capital improvements within the meaning of this definition.

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 Association 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 the Association, 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 Association, 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. Certain portions of OCEAN RIDGE have been left in a natural state to preserve tree cover and to provide buffer zones. Said Natural Zones were delineated on the final surveys provided on the conveyance of each lot in OCEAN RIDGE.

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 Association, 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 has one class of voting membership, consisting of all fifty-one (51) lot owners. Each 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, but only one vote may be cast per Lot.

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 Association 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 Association 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 Mort-

gage 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 costing in excess of five thousand dollars ($5,000.00), except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Real and Personal Obligations of the Assessment. 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 mem-

bers 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 deem 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 Fifty-Eight Dollars ($58.00) per month per Lot, which shall be due and payable in an amount of One Hundred Seventy-Four Dollars ($174.00), 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 (2/3) 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. 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 8. 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 9. 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 Association, 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 the Association 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 sew-

age 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 the Association'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 Association, or by contractors or builders approved by the Association. 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 Association. No addition or alteration to any structure, and no alteration of the exterior color of any structure, shall be allowed without the Association'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 Association'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 Association. 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 Association. 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 Association. 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 Association, or its duly appointed representative. Provided, however, the Association 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 Association, obstruct the vision of the motorists upon any of the streets.

(G) Except as otherwise provided hereafter, no sign of any character shall be displayed or placed upon any lot. No signs of any kind may be placed on common areas of Ocean Ridge. The Association may enter upon any lot and remove any sign which, in its sole judgment, violates the provisions of this paragraph. Only the following signs are permitted to be placed on private lots under this paragraph:

(1) One sign advertising the premises as being for sale or for rent, which sign must have the prior approval of the Association for materials, size, height and design standards generally used in realty businesses, and which sign must be removed upon sale or rent of the premises;

(2) One sign indicating that the premises on which lot the sign is displayed are protected by a security system and/or a security service; and,

(3) One sign advertising a "yard sale" or "garage sale", which sign may not exceed six (6) square feet in size, and which sign must be removed immediately upon completion of said sale.

(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 Association, 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. All Structures to be Approved by the Association. 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 Association 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 Association 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 Association in writing. The Association 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 building plans and specifications, Lot grading and landscaping plans, the Association 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 3. 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. Each Lot has been 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 underground conduit), 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 4. 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 here-

under to be or remain on a Lot, shall be at any time used as a residence, either temporarily or permanently.

Section 5. 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 6. 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 Association. 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 7. House Numbers. All house numbers are to be of a common design, supplied by the Association. No additional signage shall be attached to a Privacy Home without the prior written approval of the Association.

Section 8. 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 Homeowners' Association. Wherever in these covenants the consent or approval of the 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 Association. Such request shall be sent to the Association by registered mail with return receipt requested. In the event that the Association fails to act on any written request within sixty (60) days after the same has been submitted to the Association, the consent or approval of the 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. Amendments or Violation Releases. The Association 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 Association 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 4. Amendment of Restrictions with Consent of Owners. In addition to the rights of the Association provided in Section 4 hereof, the Association 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 5. Severability. Invalidation 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 6. 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.

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

[Signatures on original document]

OCEAN RIDGE (EXHIBIT A)

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, 212.36 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 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.

RECREATION AREA DESCRIPTION (EXHIBIT B)

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° 30'23" East along said line dividing Section 2 and 8, a distance of 1599.76 feet; thence North 08° 11'18" East,1109.23 feet to the Point of Beginning. Thence continue North 08° 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° 44'58" East, 52.00 feet; thence North 08° 40'28" East, 20.16 feet; thence South 88° 37'47" East, 225.67 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° 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° 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° 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° 23'20"; thence Westerly and Southwesterly along the arc of said curve, a distance of 60.55 feet; thence North 50° 29'40" West (radial), 33.94 feet; thence South 87° 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° 30'23" East.

BYLAWS

OF THE

OCEAN RIDGE HOMEOWNERS ASSOCIATION, INC.

ADOPTED DECEMBER 16, 1986

THIS DOCUMENT INCLUDES THE

1ST AMENDMENT DATED OCTOBER 27, 2000

(SIGNATURES ON FILE ON ORIGINAL DOCUMENT)

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BYLAWS OF
OCEAN RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is OCEAN RIDGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, hereinafter referred to as the "Association". The principle office of the corporation shall be located at 707 Mill Creek Road, Suite 400, Jacksonville, Florida 32211, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to OCEAN RIDGE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property as described in the Articles of Incorporation of this Association, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is or will be that property more fully described in the Special Warranty Deed recorded within 90 days of either the recordation of the Declaration or the conveyance of the first lot. The Common Area shall also include certain easement rights for the use and enjoyment of any lakes or surface waters now existing or hereafter constructed on the property.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Privacy Home" shall mean and refer to any lot improved with a completed "Privacy Home" as defined in Article I, Section 6, of the Declaration for OCEAN RIDGE.

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

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for OCEAN RIDGE applicable to the Properties recorded in the Official Records of Nassau County, Florida.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of six (6:00) o'clock, p.m. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be members or proxies entitled to cause one-third (1/3) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, except for the initial Board of Directors, which shall have three (3) members, who need not be members of the Association.

Section 2. Term of Office. All directors shall serve for a term of one year, or until successors are elected and installed.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member dur-

ing any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) record and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) cause the front and side yards of the privacy homes to be maintained, pursuant to the terms of the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer, or vice president and treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all Monies of the Association; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. An annual audit will not be required un-

less directed by a vote of the membership of the Association.

ARTICLE IX
COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws, and Architectural Control Committee as to matters set forth in the Declaration of OCEAN RIDGE. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due are delinquent. In the event that the assessment is not paid on or before the 10th day of the month, a late penalty in the amount of $25.00 shall be due and payable. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the year of its incorporation.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and

these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

****

CERTIFICATION

I, the undersigned, do hereby certify:
THAT I am the duly elected and acting secretary of OCEAN RIDGE HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit; and,
THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of December, 1986.

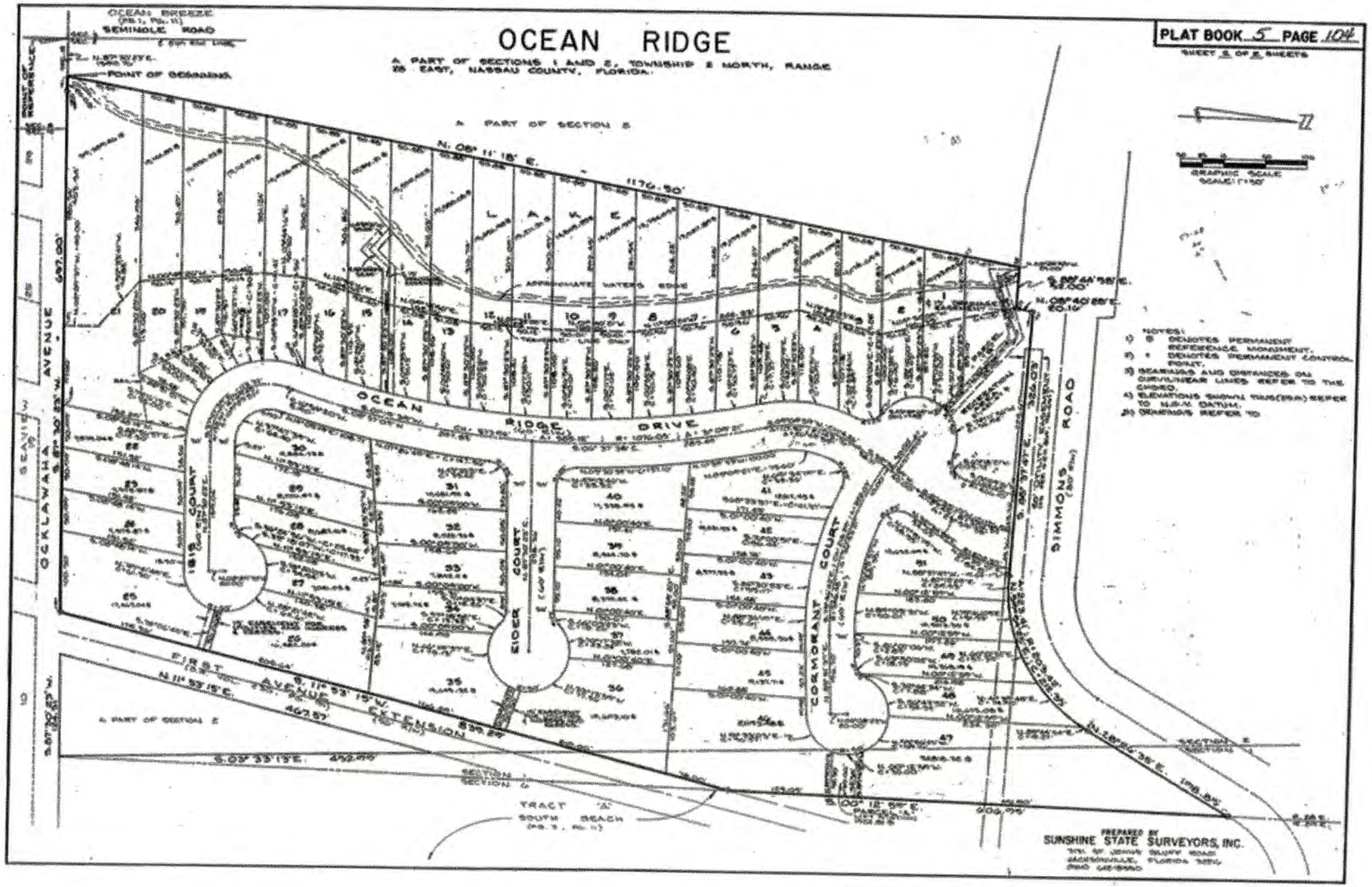
(Signatures on file on Original Document)

OCEAN RIDGE

A PART OF SECTIONS 1 AND 2, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 5 PAGE 104

SHEET 2 OF 2 SHEETS



PREPARED BY
SUNSHINE STATE SURVEYORS, INC.

OCEAN RIDGE HOMEOWNERS' ASSOCIATION

REQUEST FOR APPROVAL OF CHANGES TO PROPERTY

Must be submitted by Registered Mail, Return Receipt Requested

TO: Ocean Ridge Homeowners' Association Board of Directors
102 Ocean Ridge Drive, Fernandina Beach FL 32034

FROM: Name _____

Address _____

Telephone: Work _____ Cell _____ Home _____

Worksite Address: _____

DATE: _____

As required by Article VI, Section 1 (C) and (D), and Section 2 of the "Declaration of Covenants, Conditions and Restrictions for Ocean Ridge", each Owner, Builder/Owner, or Builder MUST SUPPLY FOR APPROVAL ANY BUILDING PLANS AND SPECIFICATIONS ON EXTERIOR BUILDING MATERIALS & COLOR SCHEMES and/or changes to the landscaping **PRIOR TO BEGINNING** any such work.

I request that the Ocean Ridge Homeowners' Association Board of Directors approve the following proposed changes to my property (*attach additional description as needed*). For example, "Replace the concrete sidewalk to the front door with pavers (color gray, as shown on page 2 of the attached manufacturer's catalog), sidewalk width to remain the same."

_____

_____

_____

_____

_____

_____

_____

_____

ALL DETAIL SHOWN ON PLANS MUST BE INSTALLED UNLESS EXCEPTED AND APPROVED BY THE BOARD!

I HAVE READ AND UNDERSTAND THE PROTECTIVE COVENANTS AND RESTRICTIONS SPECIFIED IN ARTICLE VI OF THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN RIDGE". I have also read Article VII and understand that the Board has *the right of enforcement* and has up to 60 days from receipt of this registered letter to reply in writing to me regarding the above proposed changes. I will wait for the Board's written reply **prior to proceeding** with any of the proposed changes. In the event the Board fails to reply in writing within the sixty (60) day period, I will not take any action which violates any of the covenants and restrictions. I understand that the Board may request in writing additional information about these changes.

_____ _____

Signature Date

_____

Print Name