

PREPARED BY:

ALVIN A. LEITMAN
2213 Smullian Trail North
Jacksonville, Florida 32217

RECORD & RETURN TO:

NEWTON, HURST & ALMAND
10192 San Jose Boulevard
Jacksonville, Florida 32257

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

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THIS DECLARATION of Covenants, Restrictions and Easements is made this 20th day of January, 1994, by ALVIN A. LEITMAN and BRENDA K. LEITMAN, husband and wife (Leitman), whose address is 2213 Smullian Trail North, Jacksonville, Florida 32217, and MILTON RUBIN and MARILYN L. RUBIN, husband and wife (Rubin), whose address is 10 Tenth Street, Atlantic Beach, Florida 32233, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Rubin is the owner of that certain property in Duval County, Florida being more particularly described as follows:

(PARCEL A)

The South 29.27 feet of Lot 1, Block 1, Replat of Blocks 1 and 10, MERIMAR, according to Plat thereof as recorded in Plat Book 16, page 17 of the current public records of Duval County, Florida ("Parcel A").

WHEREAS, Leitman is the owner of that certain property in Duval County, Florida being more particularly described as follows:

(PARCEL B)

Lot 1, except the South 29.27 feet thereof, Block 1, Replat of Blocks 1 and 10, MERIMAR, according to Plat thereof as recorded in Plat Book 16, page 17 of the current public records of Duval County, Florida ("Parcel B").

WHEREAS, Declarant desires to subject said Parcels A and B to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of each and every owner of said parcel.

NOW, THEREFORE, Declarant, for itself, its successors and assigns, hereby imposes the covenants, restrictions and easements hereinafter described, which covenants, restrictions and easements shall be perpetual in duration unless otherwise provided, on said parcels and shall run with the title to said parcels, and which shall be binding on all parties having any right, title or interest in said parcels, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS

The following terms shall have the following meanings:

(a) "LOT" shall mean and refer to Parcel A and Parcel B together or individually as the case may be.

(b) "MULTI-FAMILY RESIDENTIAL BUILDING" shall mean and refer to the building constructed or to be constructed on the Lots containing two (2) residential living units on both lots with a party wall.

(c) "LIVING UNIT" shall mean and refer to a portion of a Multi-Family Residential Building designed and intended for use and occupancy as a single family residential dwelling, each such dwelling being situated on a Lot.

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(d) "PARTY WALL" shall mean and refer to the common wall which has ^{or is to be} been/built as a part of the original construction of the Multi-Family Residential Building, and intended to be placed on the dividing line (whether or not such wall is built on the dividing line) between the Lots.

(e) "COMMON ROOF" shall mean and refer to the outside covering of the Multi-Family Residential Building, including the roofing and all the materials and construction necessary to maintain the covering upon the structure supporting the same.

(f) "OWNER" mean and refers to the record owner, whether one or more persons or entities of a fee simple title to a Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(g) "DECLARANT" shall mean and refer to Milton Rubin and Marilyn Rubin, his wife and Alvin A. Leitman and Brenda K. Leitman, his wife.

(h) "DECLARATION" shall mean and refer to this Declaration of Covenants, Restrictions and Easements.

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 Lots described herein and improvements constructed thereon. The headings used herein are for convenience only and shall not be used as a means of interpretation or construing the substantive provisions hereof.

2. RESIDENTIAL USE ONLY.

No Lot shall be used except for residential purposes only. No structure shall be erected, altered or permitted to remain on any Lot other than a single family residential Living Unit constructed as a part of the Multi-Family Residential Building. No detached outbuilding shall be erected or permitted to remain on any Lot. The term "detached outbuilding" shall mean any building,

structure or any part thereof that is not a part of the original construction of the Multi-Family Residential Building.

3. BUILDING SETBACK LINES.

4. SUBDIVIDING.

No Lot shall be subdivided in any manner.

5. PARTY WALLS.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Multi-Family Residential Building and placed on the dividing line between the Lots shall constitute a Party Wall. To the extent not inconsistent with this Paragraph, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

(d) Weatherproofing. Notwithstanding any other

provision of this paragraph, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Run with Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Paragraph 5, each Party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding and conclusive on all the parties.

6. MAINTENANCE OF COMMON ROOF.

(a) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the Common Roof shall be shared equally by the Owners of each Living Unit.

(b) Destruction by Fire or Other Casualty. If the Common Roof is destroyed by fire or other casualty, either Owner sharing the roof may restore it and the other Owner sharing said roof shall contribute one-half (1/2) of the cost of the restoration thereof, without prejudice, however, to the right of the Owner restoring said roof to call for a larger contribution from the other Owner sharing said roof under any rule of law regarding liability for negligent or willful acts or omissions. Any Owner shall have the right to enter on the Lot of another Owner sharing a Common Roof during normal working hours, and upon reasonable notice to make any repairs necessary to maintain the Common Roof, including the right to rebuild, if necessary.

(c) Right to Contribution to Run with Land. The right of any Owner to contribution from any other Owner under this Paragraph 6, shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

(d) Arbitration. In the event of any dispute arising

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concerning the repair, maintenance or restoration of the Common Roof or under the provisions of this Paragraph 6, each Owner shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding and conclusive on all the Owners

(c) Easement for Repair, Maintenance and Replacement of Common Roof. Declarant hereby grants to each Owner a non-exclusive easement for ingress and egress on, over and across the Common Roof for the purpose of repairing, maintaining and replacing the Common Roof.

7. EXTERIOR MAINTENANCE AND STRUCTURAL CHANGES.

(a) Each Owner shall be responsible for the exterior maintenance of his Living Unit and Lot as follows: paint, repair, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and shall maintain his Living Unit and Lot in a good state of repair.

(b) No additions or alterations to any Living Unit as originally constructed and no alteration to the original exterior color of any Living Unit shall be allowed without prior written approval of the Owner of the adjoining Living Unit. No awnings, or other extraneous fixtures or decorations may be attached to the exterior of any Living Unit, without the prior written approval of the Owner of the adjoining Living Unit. Roof ventilators, exposed pipes, gutters, downspouts, eave-flashings and other exterior vents shall be painted to match adjacent surfaces and shall be repainted to the original color as reasonably possible.

(c) In the event any Living Unit is damaged or destroyed by fire or any other casualty, such Living Unit shall be restored by the Owner thereof in accordance with the plans and specifications of such Living Unit as originally constructed utilizing the same materials, exterior surfaces and color of paint as near to the original color as possible.

8. INSURANCE.

In the event a Living Unit is non-Owner occupied, the

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Owner thereof shall maintain and keep in full force and effect and shall pay the premiums as the same become due and payable for a fire and extended coverage insurance policy on such Owner's Living Unit in the amount of the full insurable value thereof,

In the event of an Owner occupied Living Unit, the Owner thereof shall maintain and keep in full force and effect and shall pay the premiums as the same become due for an all risk homeowner's insurance policy in the amount of the full insurable value thereof on such Owner's Living Unit.

Each Owner of a Living Unit shall within ten (10) days after receipt of written notice from the other Owner, Mortgagee of such other Owner and insurance carriers of such other Owner, a copy of the insurance policy required to be maintained by such Owner of a Living Unit together with a copy of the paid receipt therefor.

9. TERMITE GUARANTEE AND SERVICE AGREEMENT.

Each Owner of a Living Unit shall maintain and keep in full force and effect and pay the premiums for a Termite Guarantee and Service Agreement on the Owner's Living Unit for the control of subterranean termites issued by a firm licensed to do business in the State of Florida. The Owner of a Living Unit shall furnish within ten (10) days after receipt of written notice from the other Owner, the mortgagee of such other Owner, a copy of the Owner's Termite Guarantee and Service Agreement together with a copy of a paid receipt therefor.

10. NO SHEDS, SHACKS OR TRAILERS.

No sheds, shacks, trailers, or tents or other temporary or movable building or structure shall be erected or permitted to remain on any Lot.

11. SIGNS.

No sign of any character shall be displayed upon or permitted to remain on any Lot except "FOR RENT" or "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 Declarant. The Declarant, its designated representative or any person having the right to enforce the provisions of this Declaration, may enter upon any Lot subject to this Declaration, and summarily remove any sign which violates the provisions of this paragraph, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Declarant, its designated representative, or any person having the right to enforce the provisions of this Declaration, liable in anywise for any damages on account thereof.

12. NO OFFENSIVE ACTIVITIES.

No illegal, noxious or offensive activities shall be permitted to be carried on on any Lot nor shall anything be permitted or done thereon which is or will become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Lot. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any Lot or road right of way.

13. SEWAGE DISPOSAL. N/A14. WATER.

The City of Neptune Beach, Florida, its successors and assigns, has the sole and exclusive right to provide all water service to each Living Unit. No well of any kind shall be dug or drilled on any Lot to provide potable water for use within a Living Unit and no potable water shall be used within a Living Unit except potable water which is obtained from the City of Neptune Beach, Florida, its successors or assigns. Nothing herein shall be construed as to prevent the digging of a well to provide water for use in the yard, garden, swimming pool, or heat pumps on any Lot.

15. EASEMENTS FOR ENCROACHMENTS.

Each Lot shall be subject to an easement for encroachments created by construction and settling. A valid easement for said encroachments and for the maintenance thereof shall exist. In the event that any Living Unit is partially or totally destroyed and

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then rebuilt, the Owner of the Living Unit so affected covenants and agrees that minor encroachments on parts of the adjacent Living Unit due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Said easements shall be appurtenant to and shall pass with the title to the Lot benefited by such easement whether or not the same shall be referred to in any deed conveying title to said Lot or referred to in any mortgage encumbering the Lot.

16. WINDOW AIR CONDITIONERS.

Unless the prior written approval of Declarant has been obtained in writing, no window air conditioning unit shall be installed in any Living Unit.

18. PERSONAL OBLIGATION FOR PERFORMANCE AND CONTRIBUTION;
CREATION OF LIEN.

In the event the Owner of a Lot shall fail or refuse to:

(a) perform or contribute to the cost of any maintenance, repairs, replacements or restorations, as required herein; (b) maintain insurance and furnish proof thereof, as required herein; or (c) maintain the termite guarantee and service agreement and furnish proof thereof, as required herein (hereinafter referred to as "Delinquent Owner") then the Owner of the other Lot affected thereby, (hereinafter referred to as "Non-Delinquent Owner"), may serve written notice upon the Delinquent Owner demanding that the Delinquent Owner perform or contribute to the cost of any maintenance, repairs, replacements, or restorations required herein; maintain insurance and furnish proof thereof as required herein; maintain termite guarantee and service agreement, and furnish proof thereof as required herein, as may be applicable, within thirty (30) days after the mailing of notice thereof by certified mail, postage pre-paid, to the Delinquent Owner

at such Owner's address as shown by the records of the Property Appraiser of Duval County, Florida. If, after the expiration of such thirty (30) day period, the Delinquent Owner has failed or refused to comply with the demands stated in the written notice, then the Non-Delinquent Owner shall have the right to enter upon the Lot and Living Unit of the Delinquent Owner and may cause such maintenance, repairs, replacements and restorations to be made and purchase such insurance and termite guarantee and service agreement, and thereafter demand payment for the costs of any maintenance, repairs, replacements or restorations as required herein, contribution as required herein, and payment for the costs of said insurance and termite guarantee service agreement. Notwithstanding the foregoing, in the event of an emergency, any Owner may proceed with emergency repairs, without prior notice, and thereafter demand contribution as herein provided.

The cost of any maintenance, repairs, replacements or restoration as required herein, contributions, cost of insurance and termite guarantee and service agreement, together with interest thereon at the rate of eighteen (18%) per cent per annum from the date said obligations are incurred by the Non-Delinquent Owner, costs and reasonable attorney's fee shall be the personal obligation of the Delinquent Owner, which personal obligation shall be joint and several in the event one or more persons or entities constitute a Delinquent Owner. The personal obligation of a Delinquent Owner shall not pass to his successors in title unless expressly assumed by them.

The Non-Delinquent Owner shall have a lien against the Lot of the Delinquent Owner for the Delinquent Owner's cost of any maintenance, repairs, replacements or restorations required herein, contributions and costs of premiums for insurance and termite guarantee and service agreement together with interest thereon at the rate of eighteen (18%) per cent per annum, costs and reasonable attorney's fees. Such lien shall attach as of the day the claim of lien is filed in the public records of Duval County, Florida, signed by the Non-Delinquent Owner. Such claim of lien shall state the

description of the Lot affected thereby, the amount due and the date when due, and such lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens may be foreclosed by suit brought in the name of any Non-Delinquent Owner in like manner as a foreclosure of a mortgage on real property. Any Non-Delinquent Owner may also sue to recover a money judgment for all sums secured by the lien without waiving the lien securing the same. Such claim of lien shall be subordinated to the lien of any prior recorded first mortgage.

19. APPROVAL OF DECLARANT.

Wherever in this Declaration of Covenants, Restrictions and Easements the consent or approval of Declarant 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 and approved in writing by Declarant. Such request shall be sent to Declarant by registered mail with return receipt requested. In the event that Declarant fails to act on any such written request within thirty (30) days after the same has been submitted to Declarant as required above, the consent or approval of Declarant to 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.

20. DECLARANT MAY DESIGNATE A SUBSTITUTE.

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 Declarant by any part or paragraph of this Declaration of Covenants, Restrictions and Easements. If, at any time hereafter, there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations

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given to or reserved by Declarant under the provisions hereof, the same shall be vested in and be exercised by the Owners of the Lots. Nothing herein contained, however, shall be construed as conferring any right, powers, privileges, authorities or reservations in said Owners except in the event aforesaid.

21. AMENDMENTS OR ADDITIONAL RESTRICTIONS.

Declarant reserves and shall have the right (a) to amend this Declaration of Covenants, Restrictions and Easements, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions contained herein, (b) to amend this Declaration of Covenants, Restrictions and Easements for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein

on, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said lot which do not lower the standards of the covenants and restrictions herein contained,

22. ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.

No Owner may impose any additional covenants and restrictions on any Lot described herein.

23. RESTRICTIONS EFFECTIVE PERIOD.

The covenants and restrictions numbered 1 through 22, as amended and added to from time to time, as provided for herein, shall run with the title to said Lots, and shall remain in full force and effect until the first day of January, A.D., 2011, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 30 years each, unless within six (6) months preceding the end of any such successive 30-year period as the case may be, a written agreement executed by the then Owners of the Lots shall be placed on record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement

any of the covenants and restrictions provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the Lots then subject thereto, in the manner and to the extent provided in such written agreement; PROVIDED, HOWEVER, that the easements herein shall be perpetual in duration.

24. LEGAL ACTION ON VIOLATION.

If any person, firm or corporation or other entity shall violate or attempt to violate any of these Covenants and Restrictions, it shall be lawful for Declarant or any person or persons owning any Lot to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, and for the purpose of preventing or enjoining all of any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenants and restrictions or any obligations, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Owners of a Lot found in violation of these restrictions shall be obliged to pay attorney's fee to the successful Plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

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IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions and Easements has been executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name Clifford B. Newton

[Signature]
Milton Rubin

[Signature]
Print Name CARIMATIA JOA

[Signature]
Marilyn L. Rubin

[Signature]
Print Name Clifford B. Newton

[Signature]
Alvin A. Leitman

[Signature]
Print Name CARIMATIA JOA

[Signature]
Brenda K. Leitman

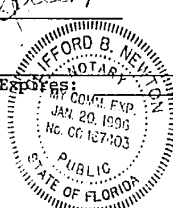
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of January, 1994, by MARILYN L. RUBIN and MILTON RUBIN. He/She is personally known to me or produced as identification.

[Signature]
Notary Public

Print Name: _____
My Commission Expires: _____



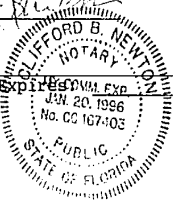
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of January, 1994, by ALVIN A. LEITMAN and BRENDA K. LEITMAN. He/She is personally known to me or produced as identification.

[Signature]
Notary Public

Print Name: _____
My Commission Expires: _____



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RECORD & FILE

[Signature]
CLERK OF CIRCUIT COURT

94-0014297

FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY, FLA.