

OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS FOR TIFFANY BY THE SEA

THIS DECLARATION is made effective the 13 day of May, 1991. OMAA INVESTMENTS, LTD, a Florida Limited Partnership, hereinafter referred to as "Declarant". There are or may be other persons who hold fee simple title or liens against the Property, (as hereinafter defined), who shall not be Declarants, but who have joined in the execution of this instrument to subject and subordinate their rights in the Property to the terms and conditions of this Declaration.

WITNESSETH:

WHEREAS, Declarant and _____ are the owners in fee simple of all of the lots described on plat of Tiffany By The Sea according to the plat thereof recorded in plat book 15, page 93 of the current public records of Duval County.

WHEREAS, Declarant has, or may acquire additional real property in near proximity to the lands shown on the plat of Tiffany By The Sea according to the plat thereof recorded in plat book 15, page 93 of the public records of Duval County, Florida, which real property may be annexed by Declarant, subject to the terms and conditions of this Declaration, and brought within the jurisdiction of the Association, as provided hereinbelow:

NOW, THEREFOR, Declarant hereby declares that all of the Lots described on the plat of Tiffany By The Sea according to Plat thereof recorded in plat book 15 page 93 of the public records of Duval County, Florida, shall be subject to the terms and conditions of this Declaration upon recordation of this document and that such additional real property which may be annexed by Declarant shall be made subject to the terms hereof by the Declarant upon recordation of supplementary declaration in the public records of Duval County, Florida to that effect. The lots described on the plat of Tiffany By The Sea thereof recorded in plat book 15, page 93 of the public records of Duval County, Florida, and all lots and other Properties shown on any future recorded plat of the real property annexed by Declarant shall be held, sold and conveyed and occupied subject to the following covenants, restrictions, conditions and easements which easements shall be perpetual in duration unless otherwise provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to said lots and other property annexed hereto and shall be binding upon all parties having any right, title or interest in said properties or any part thereof, their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of the Association and each Owner as those terms are hereinafter defined.

Prepared by ASH
1278 BEACH BLVD. SAN BEACH
121-32253

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ARTICLE I - DEFINITIONS

Section 1, Plat "Plat" shall mean and refer to the Plat of Tiffany By The Sea, according to Plat thereof recorded in plat book 15 page 93 of the public records of Duval County, Florida and any future recorded Plat of the Properties.

Section 2, Properties "Properties" shall mean and refer to the property described on the plat of Tiffany By The Sea according to Plat thereof recorded in plat book 15, page 93 of the public records of Duval County, Florida and such additional property that may hereafter be annexed to this Declaration and brought within the jurisdiction of the Association.

Section 3, Association "Association" shall mean and refer to Tiffany By The Sea Home Owners Association Inc., a corporation not for profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

Section 4, Owner "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot 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 5, Lot "Lot" shall mean and refer to any lot shown upon the plat of Tiffany By The Sea, according to plat thereof recorded in plat book 15, page 93 of the public records of Duval County, Florida, and all other lots shown on any future recorded plats of the Properties.

Section 6, Builder "Builder" shall mean and refer to any person or building contractor or construction company engaged in the business of construction single family residential dwellings within the Properties.

Section 7, Declarant "Declarant" shall mean and refer to Ashco, Inc., a Florida corporation, and its successors and assigns.

Section 8, Stormwater Management System "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F. A. C.

Section 9, Declaration "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions.

Section 10, Board of Directors "Board of Directors" shall mean and refer to the Association's Board of Directors.

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Section 11, Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 12, Occupant. "Occupant" shall mean and refer to the person or persons other than the Owner in possession of a lot and the residential dwelling thereon.

Unless the context otherwise requires, the use herein of singular shall include the plural and visa versa; the use of gender shall include all genders; and the use and 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 - MEMBERSHIP AND VOTING RIGHTS

Section 1, Members. The Declarant, so long as it shall hold title to one lot, and every other Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership from any lot.

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

Class A. Class A members shall be all Owners of lots, with the exception of the Declarant, and such Owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such a lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) On December 31, 2020.

Section 3, Amplification. The provisions of this Declaration may be amplified by the Articles, the Bylaws, and Rules and Regulations enacted by the Association: PROVIDED, HOWEVER, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of a conflict among this Declaration, the Articles or the Bylaws, or Rules and Regulations of the Association, this Declaration shall control.

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ARTICLE III
COVENANT FOR MAINTENANCE
ASSESSMENTS AND CAPITAL CONTRIBUTIONS

Section 1. Creation of the Lien: Personal Obligation of Assessments and Capital Contributions. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges; (2) charge for capital contribution; and (3) special assessments, such annual and special assessments and capital contributions to be established and collected as hereinafter provided. The annual and special assessments and capital contributions, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Property against which each assessment and charge for capital contribution is made. Each such assessment and charge for capital contribution, together with interest, and reasonable attorney's fees, shall also be the personal obligation of the party who is Owner of such Property at the time when the assessment or the charge for capital contribution falls due. In the event there is more than one Owner of any given Lot, all owners of such Lot shall be jointly and severally liable for the entire amount of such assessment or and capital contribution. The personal obligation for delinquent assessments and charge for capital contribution shall not pass to his (or their) successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments and Charge for Capital Contributions. The annual assessments levied by the Association and charge for capital contributions shall be used for enabling the Association: (1) To provide for expenses of maintaining gates and privacy wall running from North to South of the Properties, all shrubbery and passageways to the ocean, the Stormwater Management System and the structural and grounds maintenance of any part of the Properties that the Board of Directors shall deem necessary; (2) To provide for all expenses of operating the Association, including without limitation, legal and accounting fees, payroll and general office operating expenses and to pay any and all other things necessary or desirable in the judgment of the Board of Directors; (3) To repay funds, together with the interest thereon, borrowed by the Association and used for the purposes referred to herein; and (4) To accumulate reasonable reserves for the foregoing purposes. It shall not be necessary for the Board of Directors of the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and 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 portion of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner the maximum annual assessment shall be Fifty and no/100 Dollars (\$50.00) per lot.

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(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment from the previous year without a vote of the membership as herein provided.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% 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 - Due Dates. (a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment application to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any part of the Stormwater Management System and any fences, walls, landscaping, grass, islands, maintained by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of Association members who vote in person or by proxy at a meeting duly called for this purpose. Notwithstanding anything in this section 4 to the contrary, the Board of Directors may impose at any time a special assessment necessary in their opinion to comply with the requirements of the St. Johns River Water Management District, or other governmental authorities having jurisdiction over the Properties, without a vote of the Association membership.

(b) 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 any operating deficit of the Association provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Special assessments may also be levied against the Owner of an Oceanfront Lot for maintenance required to be performed by such Owner as set forth in section 1, Article VI hereof or against any owner of a Lot for expenses incident to the abatement of nuisance on any Lot or expenses incurred as a result of enforcing any of the provisions of this Declaration. Such special assessments may be levied at any regular, special or annual meeting of the Board of Directors of the Association.

(d) The due dates for any special assessments under this section shall be established by the Board of Directors.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any required meeting of the members of the Association called for the purpose of taking any action authorized under Section 3 and 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 the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot, and may be collected on a monthly, quarterly, semi-annually, or annual basis as determined by the Board of Directors; provided, however, that special assessments may be levied non-uniformly against one or more owners as provided in Section IV, subparagraph (c) of this Article III. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the Owner of any Lot, the Declarant shall not be liable for assessments against such Lot, provided that the Declarant shall fund any deficit in the annual operating expenses of the Association. The Declarant may, at any time, commence paying such assessments as to all Lots that it owns and thereby terminate its obligation to fund operating deficits of the Association.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot. Initial annual assessments shall be adjusted according to the number of months remaining in the calendar year. 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.

Section 8. Capital Contributions - Due Rates. The charge for capital contribution shall be Fifty and No/100 Dollars (\$50.00) and shall be due upon the closing of each conveyance of title to any Lot within the Property. The charge for capital contributions shall be due and payable to the Association within ten (10) days after the closing of each conveyance of title to a Lot and shall be accompanied by a copy of the deed evidencing such conveyance. Notwithstanding anything that may be contained to the contrary herein, this provision for charges for capital contributions shall not apply to any conveyance of a Lot by Declarant to a Builder and shall not apply to any person or entity that acquires title to a Lot as a result of foreclosure of a mortgage.

Section 9. Effect of Non-Payment of Assessments and Capital Contributions; Remedies of the Association. Any annual or special assessment or charge for a Capital Contribution not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen per cent (18%) per annum or at the maximum legal rate, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the applicable Lot or Lots. Not Owner may waive or otherwise escape liability for the assessments or capital contributions provided for herein by abandonment of any Lot or Lots.

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Section 10, Subordination of the Lien to Mortgages. The lien of the assessments and charges for capital contributions provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot or its Owner from liability for any assessments or charges for capital contributions thereafter becoming due or from the lien thereof.

Section 11, Exempt Property. All properties dedicated to and accepted by a local public authority or private utility provider and all properties owned by charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments and charge for capital contributions created herein, except, however, that no land or improvements devoted to dwelling use shall be exempt from the assessments and charge for capital contributions created herein (except as described in Section 6 of the Article III).

ARTICLE IV - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property; nor shall any exterior addition, change or alteration of any structure be made; nor shall any radio, television aerial or antenna, satellite dish, or other exterior electronic or electrical equipment or device be installed on the property; or shall any mail box, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials be installed or located on the properties; until the plans and specifications showing the nature, kind, shape, height and materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three or more members appointed by the Board of Directors. All such plans and specifications shall be reviewed for compliance with design submittal and review criteria promulgated and amended by the Board of Directors and/or the Architectural Control Committee from time to time. In the event said Board or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not be applicable to any such activity conducted by or on behalf of the Declarant or its specific assignees of such exception.

ARTICLE V - USE RESTRICTIONS

Section 1, Land Use and Building Type. Unless approval in writing is given by Declarant prior to the cessation of the Class B membership, and except as authorized by Section 6 and Section 14 of this Article V and except as to Lots conveyed to the Association:

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(a) All Lots shall be used exclusively for residential and associated purposes such as easements and for storm drainage;

(b) No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed 35' in height from the highest natural ground elevation of that Lot, and a private garage for not less than two cars; and

(c) No building situated on any Lot shall be rented or leased separately from the rental of all buildings located upon the entire Lot. Notwithstanding any provisions of this Declaration to the contrary, the Declarant shall have the unilateral right to subject any Lot to a right-of-way for road purposes or to road or utility easements and, if a Lot is so burdened, the Declarant may elect not to apply the covenants, conditions, easement and restriction in the Declaration, or some of them, to such Lot by recording an amendment to this Declaration as to such Lot in the public records of Duval County, Florida.

Section 2, Easements. (a) The Declarant hereby reserves an easement privilege and right on, over and under the easements shown on the Plat to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches or drainage lakes and ponds, 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 (whether such easements are designated on said Plat to be for drainage, utilities or other purposes). The Declarant shall have the unrestricted right and power of alienating and releasing the privileges, easements and/or rights referred to in this paragraph. The Owners of Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, main lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements.

(b) Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction of flow of water through drainage channels in the easements or in existing drainage ponds and lakes. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a private utility company, or the Association is responsible.

(c) In no event shall any Lot shown on the Plat be subdivided unless the written approval of 100% of Owners has been obtained.

(d) Easements for vehicular and pedestrian ingress and egress and for the installation, operation and maintenance of utilities and drainage facilities are reserved for the benefit of Owners of all Lots in, under, over and through all streets, roads, drives, courts, lanes, ways and rights-of-way shown on the Plat. These easements shall be terminated upon the dedication to and acceptance by local governmental authority of such easement areas.

(e) Declarant hereby grants to the Association, its successors and assigns, a perpetual easement over ten feet as shown on the Plat of Tiffany By The Sea, for the construction

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and maintenance of a decorative masonry wall, or fence, or such type of wall or fence as the Association may desire, together with the right of ingress and egress over Lots 1 - 26, Tiffany By The Sea, for the purpose of construction and maintenance of said wall or fence and the improvement and maintenance of the area.

Section 3, Motorist's Vision to Remain Unobstructed. No fence, wall, hedge, shrub, bush, tree, or other things, natural or artificial, may be placed or located or maintained on any Lot if the location of same will, in the sole judgment and opinion of the Association, unreasonably obstruct the vision of the motorist upon any of the streets.

Section 4, Minimum Square Footage for any Principle Residence. No residence which is the principle residence on a Lot shall be erected or allowed to remain on any Lot in the Properties unless the square footage of heated living space thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 1,800 square feet.

Section 5, Set Back For All Structures. No residential dwelling or other structures shall be located on any Lot, other than area specified for each individual Lot as set forth on Exhibit _____ attached hereto and made a part hereof.

Section 6, Other Structures. No other improvements or structure, whether attached or detached, shall be erected or placed on any Lot without the prior written consent of the Architectural Control Committee as forth in Article IV hereto.

Section 7, Resubdividing or Replatting. Notwithstanding the provisions of Section 2, subparagraph (c) of this Article V, the Declarant reserves the right to resubdivide or replat any Lot or Lots shown on said Plat including, but not limited to, the right to subdivide or replat any Lot for rights-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on said Plat, subject to the provisions of the Zoning Regulations for the Consolidated City of Atlantic Beach, Florida, and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots or any parts thereof resubdivided for rights-of-ways for road purposes or easements.

Section 8, No Parking of Wheeled Vehicles, Boats, Etc. No wheeled vehicles (excluding trucks, automobiles and vans bearing no commercial signs) of any kind, including but not limited to, camper trailers, recreational vehicles, motor homes, mobile homes, boats, boat trailers, or any other offensive objects shall be kept or parked on any Lot or street shown on the Plat, except such vehicles may be kept if completely inside a garage attached to the main residential dwelling, provided, the garage door is closed except for entry and exit or within the rear or side yard of a Lot provided the same are screened by privacy fence approved by the Architectural Control Committee and further provided the same are not in a state of disrepair. Private trucks, automobiles and vans of an Owner, his guests, or the lawful occupants of a residential dwelling, bearing no commercial

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signs may be parked in the driveways of a Lot. No vehicle of any kind may be parked or permitted to remain on the grassed area of any Lot, except as hereinabove stated. Commercial vehicles may be parked in the driveways during the times necessary for pick-up and delivery services, and solely for the purpose of providing such service to Lot Owners, their guests, invitees or of lawful occupants of a Lot. Repairs, outside of the closed garage, of wheeled vehicles of any kind, boats and boat trailers, etc. is prohibited. Nothing contained herein shall be construed to prevent any Builder, sub-contractor or supplier to park trucks or other commercial vehicles of any kind on any Lot or street during the course of development of the Property or construction or reconstruction of a residential dwelling.

Section 9, 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 through electric service providers franchised by Atlantic Beach, Florida, through underground primary service lines running to transformers. The Declarant has provided underground conduits 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 be become and remain the property of the Owner of the Lot. Each Lot Owner requiring original or additional electric service shall be responsible to complete at his own expense the secondary electric service conduits and wires (including those in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence or other building on the Lot, and all of the same shall be and remain the property of the Owner of each Lot. The Owner, from time to time, of each Lot 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 or other building on his Lot.

Section 10, Completion of Commenced Construction. When the construction of any approved building is commenced, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved under Article V hereof must be completed within eight (8) months after commencement unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. At the commencement of construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway. Such vehicles shall not be parked at any time on the street or upon Property other than the Lot on which the construction is proceeding.

Section 11, No Picnic Areas Prior to Construction. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any Lot prior to the commencement of construction of a permanent residence thereon.

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Section 12, No Sheds, Shacks or Trailers. No shed, shack, trailer, tent, barn, basement, outhouse, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot; provided, however, a party tent may be erected on any Lot for a period of no more than forty eight (48) hours. However, this paragraph shall not prevent the erection of a temporary office and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any Lot used in connection with the construction or sale of houses being build in the subdivision for no longer than thirty six (36) months.

Section 13, Residing Only In Residence. No trailer, basement, garage or any outbuilding of any kind other than a guest house or servant's quarters, even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently, except that a trailer may be used for office purposes during the period of construction of the main dwelling.

Section 14, Signs. (a) No sign of any character shall be displayed or placed upon any Lot except for the following: (i) "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 approved by the Architectural Control Committee, which approval shall not be unreasonable withheld, and (ii) those signs required by law or statute. The Owner of any Lot violating the provisions of this paragraph shall correct said violation upon notice from Declarant or Association.

(b) Nothing contained in this Declaration shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development, sales or rental purposes.

(c) Notwithstanding anything contained herein the Declarant, the Architectural Control Committee or their designated representatives or any person having the right to enforce this Declaration may enter upon any Lot and summarily remove any signs which violates the provisions of this Section and such entry and abatement, correcting or removal shall not be deemed a trespass or make the Declarant, the Architectural Control Committee, their designated representatives, or any person having the right to enforce this Declaration, liable in anywise for any damages on account thereof.

Section 15, Pets. Not more than two dogs, two cats, four birds, or two rabbits, may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose. If the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or to nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

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Section 16, Upkeep and Maintenance of Dwelling and Lots. Each Lot Owner shall prevent the occurrence of any unclean, unsightly or unkempt conditions of buildings or grounds of any Lot or unit which shall tend to decrease or adversely affect the aesthetic appearance of the development of the Property.

Section 17, No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance 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 part of any Lot or upon any Lot or Lots contiguous thereto. No open fires or incinerators for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of any Lot or road right-of-ways. All garbage shall be kept in covered receptacles and their in places on the Lots as determined and approved by the Architectural Control Committee. All garbage receptacles must be promptly removed from public view after garbage collection. No clothing or any other household fabrics shall be hung on any portion of any Lot, except in covered areas constructed with the approval of the Board of Directors or Architectural Control Facilities pursuant to Article IV hereto.

Section 18, Windows, Air Conditioning Units and Fans. No window air conditioning units, fans, or exhaust fans shall be installed or permitted to remain on any residential dwelling constructed on any Lot.

Section 19, Window Coverings. No plastic, foil or similar material shall be permitted on any window of a residential dwelling constructed on any Lot.

Section 20, Well Limitation, Water Service and Sewer Disposal. Atlantic Beach Utilities or its successors has the sole and exclusive right to provide all water and sewage facilities and services to the Property described herein. No well of any kind shall be dug or drilled on any of the Lots to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Atlantic Beach Utilities or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the system owned maintained by Atlantic Beach Utilities 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. Atlantic Beach Utilities, has a non-exclusive perpetual and unobstructed easement and right in and on, over and under all easements shown on the Plat for the purpose of ingress, egress installation and/or repair of water and sewage facilities.

Section 21, Water and Sewage Regulations. All Lots and the dwellings thereon are subject to all regulations relative to water and sewage rates, usage, rights, privileges and obligations regarding such service as may be adopted from time to time by Atlantic Beach Utilities, its successors and

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assigns. Atlantic Beach Utilities, its successors and assigns may discontinue service of water or sewage disposal to any Lot and the dwelling thereon for non-payment of periodic charges for either service. In the event an Owner shall fail to or refuse to perform any maintenance required hereunder, the Board of Directors of the Association may serve written notice upon such Owner demanding that such Owner perform the maintenance required hereunder within thirty days (30) after date of notice thereof by certified mail, postage prepaid to such Owner's address as shown by the records of the Property Appraiser of Duval County, Florida. If, after the expiration of such 30 day period, such Owner has failed or refused to comply with the demands stated in the written notice then the Association may cause such maintenance to be made, and the Association shall be entitled to levy a special assessment against the Owner of such Lot for the cost of such maintenance. Such assessment shall in every respect constitute a lien as any other assessment levied by the Association and shall also be the personal obligation of the Owner of such Lot.

Section 22, Maintenance. Certain Lots contained within the Properties are adjacent to the Atlantic Ocean and constitute a portion of the Storm Water System for the Properties (the Ocean Front Lots). The Owner of each such Ocean Front Lot shall maintain said Lot so that grass, planting or other lateral support of embankments located thereon shall prevent erosion of the embankments and shall be maintained in a clean, neat and orderly condition. The embankments shall not be changed without the prior written consent of the Architectural Control Committee. The cost of maintenance of embankments and all other areas of an Ocean Front Lot shall be solely the cost and expenditure of the Owner of such Lot. The Association shall control the growth of and eradication of plants, fowl, reptiles, animals and fish in a manner as may be consistent with reasonable Ocean Front maintenance for the preservation of said areas as a part of the Master Drainage System and Storm Water Management System for the Properties and for the preservation of said areas so as to aesthetically benefit the Owners of all lots located within the Properties. In the event any Owner shall fail to or refuse to perform any maintenance required hereunder, the Board of Directors of the Association may serve notice upon such Owner demanding that such Owner perform the maintenance required hereunder within thirty days after date of notice thereof certified mail, postage prepaid to such Owner's address as shown by the records of the Property Appraiser of Duval County, Florida. If, after the expiration of such thirty day period, such Owner has failed or refused to comply with the demands stated in the written notice, then the Association may cause such maintenance to be made, and the Association shall be entitled to levy a special assessment against the Owner of such Ocean Front Lot for the cost of such maintenance. Such assessment shall in every respect constitute a lien as any other assessment levied by the Association and shall also be the personal obligation of the Owner of such Lot.

Section 23, Access for Maintenance. The Declarant, the Association, and their authorized agents and assigns are hereby granted a perpetual easement for ingress and egress over any Lot adjacent to an Ocean Front Lot or any Ocean Front Lot for the purpose of inspecting and performing maintenance on the ocean access and dunes in accordance with

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the terms of this Declaration or performing any maintenance as required under Section 1 hereof, in the event the Owner of such Lot shall fail or refuse to perform such maintenance. All man-made fences and shrub fences located on any Lot adjacent to any Ocean Front Lot, or located on any Ocean Front Lot, shall have gates located to provide free access for Declarant, the Association, and their authorized agents and assigns to carry out such maintenance.

Section 24, Maintenance of Other Easements of Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System (s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved, by the St. Johns River Water Management District.

Section 25, Amendment re: Stormwater Management System. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, must have the prior approval of the St. Johns River Water Management District.

Section 26, Enforcement by St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

Section 27, Liability. Neither Declarant nor the Association shall have liability whatsoever to any Owner, guest, tenants or invitees in connection with any Lot and each Owner, for himself, his guests, tenants and invitees hereby release the Declarant and the Association from any liability in connection with any condition existing at any time on any Lot.

ARTICLE VI - GENERAL PROVISIONS

Section 1. Association May correct Violations. Wherever there shall have been built or there shall exist on any Lot any structures, building, thing or condition which is in violation of any provision of this Declaration, the Association shall have the right, but no obligation, after ten (10) days written notice has been given to the Lot Owner of such violation, to enter upon the Property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of such Property, which expense shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any way for any damages on account thereof.

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Section 2. Approval of Declarant. Wherever in this Declaration the consent or approval of the 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 to and approved in writing by the Declarant. Such request shall be sent to the Declarant by Registered Mail with return receipt requested. In the event that the Declarant fails to act on any such written request within thirty (30) days after the same has been submitted as required above, the consent or approval of the 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 if the request violates any of the provisions in this Declaration.

Section 3. Declarant may Designate a Substitute. The Declarant shall have the sole and exclusive right at any time, from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of this Declaration or under the provisions of said Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Board of Directors. Nothing herein contained, however, shall be construed as conferring any right, powers, privileges, authorities or reservations in the Board of Directors except in the event aforesaid.

Section 4. Amendments - Releases by Declarant. The Declarant reserves and shall have the sole right (a) to amend this Declaration, (b) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions, and easements applicable to a particular Lot, PROVIDED, HOWEVER, that any amendments or additions to this Declaration shall conform to the general purposes and standards of the provisions herein contained, and (c) to release any Lot from any of the provisions of this Declaration which have been violated (including without limiting the foregoing, violations of building restriction lines, setback lines, and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violations to be minor and insubstantial.

Section 5. Amendment with Consent of Owner and Effective Period. In addition to the rights of Declarant as set forth in Section 4 above, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and by Declarant until the Class B membership of the Declarant in the Association shall cease, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 6. Annexation. Additional real property located in Duval County, Florida, which may be acquired by Declarant may be annexed (i.e., subjected to the terms of this Declaration and brought within the jurisdiction of the Association) by the Declarant without the consent of the members of the Association within ten years of the date of recording of this Declaration. In no event shall any Common Area be annexed without the approval of two-thirds of each class of members of the Association.

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Section 7. Legal Action on Violation. If any person, firm, corporation or other entity shall violate or attempt to violate any of the provisions of this Declaration, the Declarant, the Association or any Owner shall have the right to (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; and (b) prosecute proceedings in equity for the purpose of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner of Occupant of any residence on any Lot shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any Builder for violating Section 5, Article V, of this Declaration. 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, the Association or any Owner to enforce any covenant or restrictions or any obligation, 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 or subsequent thereto. Declarant and Association shall not have any liability to any Owner, mortgagee, or tenant for failure to enforce any of the provisions of this Declaration. Any Owner found in violation of any of the provisions of this Declaration shall be obliged to pay a reasonable attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All provisions of this Declaration shall be deemed several and independent. The invalidity of any of the provisions of this Declaration shall in no way impair the validity of the remaining provisions or any part hereof.

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IN WITNESS WHEREOF, this Declaration has been executed on this 3rd day of MAY, 1991, by Declarant, acting by and through its undersigned officer who is thereunto duly authorized.

Signed, sealed and delivered in the presence of:

M. Jean Mason

OMAA INVESTMENTS, LTD
a Florida Limited
Partnership

Edith L. Chaney

By: [Signature]
Edward Ash, Partner

"DECLARANT"

(CORPORATE SEAL)

91 JUN 20 PM 2:29

RECORD VERIFIED

COURT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of MAY, 1991, by Edward Ash, as Partner of OMAA INVESTMENTS, LTD, a Florida Limited Partnership on behalf of the Partnership.

M. Jean Mason
Notary Public, State of Florida
at Large
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 30, 1994
Bonded thru Troy Farm Insurance Inc.

91-0061754

FILED AND RECORDED
IN PUBLIC RECORDS
COUNTY OF DUVAL, FLA

The foregoing instrument was acknowledged by WILLIAM GULLIFORD, as Mayor of Atlantic Beach, Atlantic Beach, Florida, on this 13th day of MAY, 1991.

[Signature]
William Gulliford, Mayor
Atlantic Beach, Florida