

RE-RECORD Book 8424 Pg 932

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HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 87.00

Book 8185 Pg 2166

RECORD & RETURN TO:

WILLIAM A. HAMILTON, III, ATTORNEY  
1210 KINGSLEY AVE., SUITE 2  
ORANGE PARK, FL 32073

Bk: 8185  
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HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 87.00

C O R R E C T E D

**DECLARATION OF COVENANTS, RESTRICTIONS,  
CONDITIONS AND EASEMENTS FOR  
ORTEGA CROSSING**

THIS DECLARATION, Made on the date hereinafter set forth by AY VENTURES, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of all of the lots described on the Plat of ORTEGA CROSSING, UNIT ONE, according to Plat thereof recorded in Plat Book 50, Page 3, 3A of the Public Records of Duval County, Florida; and

WHEREAS, Developer has, or may acquire additional real property in near proximity to the land shown on the Plat of ORTEGA CROSSING, UNIT ONE, according to Plat thereof recorded in Plat Book 50, Page 3, 3A of the Public Records of Duval County, Florida, which real property may be annexed by Developer, subject to the terms and conditions of this Declaration, and brought within the jurisdiction of the Association, as provided hereinbelow;

NOW, THEREFORE, Developer hereby declares that all the lots described on the Plat of ORTEGA CROSSING, as recorded in Plat Book 50, Page 3, 3A, 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 Developer shall be made subject to the terms hereof by the Developer upon recordation of a supplementary declaration in the Public Records of Duval County, Florida to that effect. The Lots described on the Plat of ORTEGA CROSSING, UNIT ONE, according to Plat thereof recorded in Plat Book 50 Page 3, 3A 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 Developer 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 shall run with the title to said Lots and other property annexed hereto as said property is developed and platted 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

THIS DELCARATION IS BEING RERECORDED TO ADD THE CORRECT PAGE 2

Prepared by: AY Ventures  
P.O. Box 918  
Orange Park, FL 32067-0918

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Association and each Owner as those terms are hereinafter defined.

ARTICLE I

DEFINITIONS

Section 1. Plat. "Plat" shall mean and refer to the Plat of ORTEGA CROSSING, UNIT ONE, as recorded in Plat Book 50, Pages 3 and 3A, of the Public Records of Duval County, Florida, and any future recorded Plat or Plats of the Properties.

Section 2. Properties. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. Association. "Association" shall mean and refer to Ortega Crossing Homeowners Association, Inc., a Florida corporation not for profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. 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 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 ORTEGA CROSSING, UNIT ONE, according to Plat thereof recorded in Plat Book 50, Pages 3 and 3A, of the public records of Duval County, Florida, and all other Lots shown on any future recorded Plat or Plats of the Properties.

Section 6. Living Unit. "Living Unit" shall mean and refer to a single-family, detached dwelling constructed or to be constructed on a Lot and intended for use and occupancy as a single family residential dwelling.

Section 7. Common Area. "Common Area" shall mean and refer to all real property and personal property (specifically including any fencing landscaping and signing) which may now or hereafter be owned by the Association for the common use and enjoyment of the Owners.

Section 8. FHA. "FHA" shall mean and refer to the Federal Housing Administration of the United States Department of Housing and Urban Development.

Section 9. VA. "VA" shall mean and refer to the Veterans Administration.

Section 10. Developer. "Developer" shall mean and refer to AY Ventures, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 11. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Conditions and Easements.

Section 12. Board of Directors. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 13. Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 14. Builder. "Builder" shall mean and refer to a licensed contractor buying a lot directly from Developer.

Section 15. "Surface Water or 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.

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 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

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if applicable, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other 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 right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or convey all or any part of the Common Area to any public agency, authority, utility or other entity and the right of the Association to mortgage all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, conveyance or mortgage shall be effective unless an instrument agreeing to such dedication, conveyance or mortgage signed by two-thirds (2/3) of each class of members had been recorded.

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.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. The Developer, so long as it shall hold title to one Lot, and every Owner of a Lot with a completed Living Unit thereon shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

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

Class A - Class A membership shall be all Owners, with the exception of the Developer. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B - The Class B member shall be the Developer and shall be entitled to three 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 seventy five percent (75%) of the Lots have been conveyed by the Developer; or
- (b) on the 31st day of December, 2005.

Section 3. Amplification. The performance of this Declaration may be amplified with the Articles and the Bylaws of 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 of the Association, this Declaration shall control.

#### ARTICLE IV

#### COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien; Personal Obligations of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (1) annual assessments or charges as set forth in Section 2 hereof, and (2) special assessments as set forth in Section 4 hereof. The assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge upon the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and attorneys' fees, shall also be the personal obligation of the person who is the Owner of such Property at the time when the

assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

Section 2. Annual Assessments: Purpose. The annual assessments levied by the Association shall be used exclusively for enabling the Association: (a) to promote the recreation, health, safety and welfare of the residents of the Properties; (b) for the improvement and maintenance of the Common Area and the Exterior Maintenance set forth in ARTICLE VII, Section 3; (c) to provide for all expenses of operating the Association, including without limitation, management fees, 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; (d) to repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein; and (e) 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 the expenditure of the funds shall be final. The Board of Directors, in its discretion may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the 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, (other than a Builder) the maximum annual assessment shall be \$ 432.00 per Lot.

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

(b) From and after January 1 of the year immediately following the conveyance of the first such Lot to an Owner, (other than a Builder) the maximum annual assessment may be increased above 10% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

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(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 applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(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 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 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 a Lot for repairs which benefit only such Lot, or which are for expenses incident to the abatement of a nuisance on any such Lot. Such special assessments may be levied at any special or annual meeting of the Board of Directors of the Association.

(d) The due dates for any special assessments under this Section 4 shall be established by the Board of Directors.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and Section 4(a) and (b). Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4(a) and (b) shall be sent to all members not less than 15 nor more than 60 days in advance of the meeting. At the first such meeting called, presence of members or of proxies entitled to cast the majority of all the votes of each class of membership shall constitute a quorum. For purposes of Section 3 and 4(a) and (b), a meeting shall be deemed "duly called" if the notice and quorum requirements of this Section are met.

Section 6. Uniform Rate of Assessments. All annual assessments as provided in Section 2 hereof and special assessments as provided in Sections 4(a) and (b) hereof, must be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly, semiannually or annual basis as determined by the Board of Directors of the

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Association; PROVIDED, HOWEVER, that special assessments may be levied non-uniformly against one or more Owners as provided in Section 4(c) hereof, and further provided that the annual assessments for all unsold Lots owned by the Developer shall be determined as follows: The total charge for annual expenses to Owners of Lots who have taken title to same will be deducted from the total annual expenses as incurred by the Association and the difference will be paid by the Developer as its contribution to cover the annual expenses for such Lots owned by the Developer. The Association shall have a lien to be enforceable in accordance with this Article. Nothing in this Section 6 shall be construed to require a Lot Owner to pay more than the maximum annual assessment in Section 3 above, except in accordance with that Section, nor shall this Section 6 be construed to require a Lot Owner to pay more than his proportionate share (based on the total number of Lots shown on the recorded Plat of the Properties made subject to this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if the Association was in full operation.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date of conveyance of the first Lot. The first annual assessment 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 of each Lot which is subject to assessments at least 30 days in advance of each annual assessment period. Written notice of the annual assessments 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. Notwithstanding the foregoing, the date of commencement of annual assessments to a lot conveyed by Developer to a Builder shall be the earlier of the date the Builder sells the lot to an owner or six (6) months from the date the lot is sold by the Developer to the Builder.

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 the rate of ten (10%) per cent 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 involved, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of a Lot subject to assessments shall not affect the assessment lien. However, the sale or transfer of any Lot subject to assessments pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the liens of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve any Lot subject to assessments from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, size, 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 (3) or more representatives appointed by the Board. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) 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.

No alteration as to the original external color of any Living Unit shall be permitted without the prior written approval of the Architectural Control Committee. In no event shall any awnings, shades or other extraneous fixtures or decorations be attached to the exterior of any Living Unit and no windows or exterior doors may be altered, added, deleted or relocated.

ARTICLE VI

EASEMENTS

Section 1. Easement for Encroachments. Developer hereby subjects each Lot to an easement for encroachments created by construction, settling and overhangs of

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the Living Units and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Living Unit is partially or totally destroyed and then rebuilt, the Owners of the Lots so affected covenant and agree that minor encroachments on parts of the adjacent Lots due to construction and reconstruction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easements for Maintenance and Repairs. Developer hereby grants the Association an easement over, under, across and through the yard area of any Lot which includes a portion of the Common Areas to perform any necessary maintenance and/or repair, restoration of such Common Area and any improvements thereon, lawn and yard maintenance and pest control.

Section 3. Easements on Plat. The easements reserved as shown on the Plat are for the installation and maintenance of electric and telephone wires, cable, conduits, water mains, drainage lines, sewers and other suitable equipment for the installation, maintenance, transmission and use of electricity, telephone, gas, cable television, lighting, heating, water drainage lines, drainage facilities, sewage lines and other conveniences or utilities and are for drainage, sewers and utilities unless otherwise noted, which easements are hereby ratified and confirmed by the Developer and by this reference made a part hereof. The Developer, for itself and its successors and assigns, shall have the right and privilege over, on and under said easements to erect, maintain and use electric and telephone wires, cable, conduits, water mains, drainage lines, sewer lines and other suitable equipment for drainage and sewage disposal purposes and for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water and other conveniences for utilities. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges and easements referred to in this Section. The Owners of the Lots subject to the privileges, rights and easements referred to in this Section shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over and under said easements. Within these 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 the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any easement area located on a 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 or utility company is responsible. Developer further grants to the Owner of each Lot, the Jacksonville Electric Authority, its successors and assigns

a non-exclusive easement for the installation and maintenance of electric meters on the exterior wall of any Living Unit, together with the right of ingress and egress over each Lot for the purpose of maintaining and reading said electric meters.

Section 4. Appurtenances of Easements. The easements shown on the plat and the easements granted or created herein shall be a burden upon and appurtenant to Lots so affected and benefitted by such easements, whether or not the same shall be referred to in any deed conveying title to any Lot or referred to in any mortgage encumbering any Lot.

Section 5. Right of Entry. Developer hereby grants to the Association, its employees, agents and contractor the right, at any time, to enter upon each Lot for the purpose of abating any nuisance thereon or to enforce any of the provisions of this Declaration. The right of entry and abatement herein granted to the Association, its employees, agents and contractors, shall not be deemed a trespass or make the Association, its employees, agents and contractors liable in anywise for damages on account thereof.

## ARTICLE VII

### ASSOCIATION MAINTENANCE

Section 1. Common Area Maintenance. The Association shall maintain and repair all Common Areas and other Association property, as is consistent with this Declaration, the Articles and Bylaws.

Section 2. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or 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 surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition,

including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

The St. Johns River Water Management District shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system. All surface water or stormwater management systems shall be annexed into the jurisdiction of the Association.

Section 3. Exterior Maintenance. In addition to maintenance of the Common Area, if applicable, the Association shall provide exterior maintenance upon each Lot which is subject to assessments hereunder as follows: Exterior paint, repair, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, PROVIDED HOWEVER, that water for irrigation purposes shall be furnished by each Lot Owner. Such exterior maintenance shall not include glass surfaces, water and sewer line to house, exterior doors, screen porches, hose bibs, electric service to house, detached buildings, fences, landscape within fenced area. In addition, any roof repair or replacement will be funded by special assessment to Unit Owner under the provisions of ARTICLE IV, Section 4 hereof. Nothing contained herein shall be construed to require the Association to provide exterior maintenance that is covered by insurance required as set forth in ARTICLE IX hereof.

ARTICLE VIII

PEST CONTROL

Each Owner shall properly provide pest control within their Living Unit and yard areas.

ARTICLE IX

INSURANCE

Section 1. Owner's Required Coverage. Every Owner of a completed Living Unit shall maintain and keep in full force and effect and shall pay the premiums thereon, as the same become due and payable, for an insurance policy on such Owner's Living Unit insuring against all risks of physical loss to the maximum insurable replacement value thereof or such other coverage and in such other amounts as may be required

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by the mortgagee(s) of any such Owner, whichever policy shall provide the greater coverage. Every such Owner shall also furnish within five (5) days after the receipt of written request from the Association or the mortgagees of any such Owners and the insurance carriers of any such Owners, a copy of said insurance policy and annual renewals thereof, together with a copy of the paid receipt therefor.

**Section 2. Failure to Maintain and Keep Required Coverage.** In the event any Owner of a completed Living Unit shall fail or refuse to maintain and keep in full force and pay the premiums on the Owner's required insurance coverage and/or furnish copies thereof, together with a copy of the paid receipt therefor as set forth in section 1 hereof, the Board of Directors of the Association shall have the right, after ten (10) days written notice to such Owner, to purchase such Owner's required insurance coverage and pay the premium thereon, then and in such event, the Board of Directors of the Association shall be entitled to levy a special assessment against such Owner for the cost of such Owner's required insurance coverage. Such assessment shall in every respect constitute a lien on the Lot of such Owner as any other assessment or special assessment and shall also be the personal obligation of such Owner.

**ARTICLE X**

**OWNER'S OBLIGATION TO MAINTAIN AND REPAIR**

**Section 1. Owner's Obligation to Repair.** Subject to the obligation of the Association to perform certain Exterior Maintenance as wet forth in ARTICLE VII, Section 3, each owner shall be required to maintain the exterior of his home including the lawn and landscaping and no dwelling shall be allowed by the Owner to fall into the condition of unsightly use, misuse, or disrepair. In the event any Living Unit is damaged by fire or other casualty, such Living Unit shall be repaired by the Owner thereof in accordance with the plans and specifications for such Living Unit as originally constructed, utilizing the same materials, exterior surfaces and color of paint as near to the original color as possible. The Owner of such damaged Living Unit shall commence repairs thereto within sixty (60) days from the date of such damage and complete such repairs within six (6) months from the date of such damage. Enforcement of this restriction may be had by suit in equity or law to require the Owner to make such repairs as may be necessary to restore the Living Unit and Lot on which it is located to a condition of good order and sightliness. This remedy is in addition to and is not exclusive of any lawful remedy or remedies for breach of this restriction or any other restrictions herein declared.

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Section 2. Failure to Repair. In the event any Owner shall fail or refuse to maintain or repair his damaged Living Unit as required in Section 1 hereof, the Board of Directors of the Association shall have the right, after ten (10) days written notice to such Owner, to make such repairs and to pay the cost thereof and in such an event, the Board of Directors of the Association shall be entitled to levy a special assessment against such Owner for the cost of such repairs. Such assessment shall, in every respect constitute a lien on the Lot of such Owner as any other assessment or special assessment and shall also be the personal obligation of such Owner.

ARTICLE XI

GENERAL RESTRICTIONS

Section 1. Residential Lots. All Lots shall be used for single family residential purposes only and business and home occupations (such as doctors, dentist, accountants, hair dressers, etc.) are specifically prohibited, except as hereinafter provided. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a Living Unit as defined herein. No outbuilding shall be erected or permitted to remain on any Lot. The term "outbuilding" shall mean any building, structure or any other improvement that is not a part of the original construction of a Living Unit. Nothing contained herein shall prevent the Developer or any person designated by the Developer from utilizing any Lot or Living Unit as a model Living Unit for offices, management, display, sale or development purposes.

Section 2. Minimum Square Footage for any Living Unit. No Living Unit shall be constructed or allowed to remain on any Lot unless the square footage of the heated Living Area thereof shall equal or exceed 1,100 square feet.

Section 3. Building Setback Lines. No Living Unit shall be constructed nearer than 20 feet to the front lot line, nor nearer than 5 feet to any side Lot line, nor nearer than 10 feet to any rear Lot line; PROVIDED, HOWEVER, in the case of corner Lots a front setback of the required depth shall be provided on one frontage and a front setback one-half (1/2) the required depth shall be provided on the other.

Section 4. Parking. No vehicle of any type shall be kept or parked on the grassed area of any Lot. No wheeled vehicle of any kind not in operating condition, recreational vehicles, boats, trailers, campers, or mopeds shall be kept or parked upon any part of a Lot other than in a garage or other area approved by the Developer. No trucks used for a commercial purpose and with a gross weight in excess of 5000

pounds shall be permitted to park on a street shown on the Plat for a period of more than four hours, unless the same is present in the actual, active furnishing of services and/or repair of a Living Unit. Nothing contained herein shall be construed to prevent any contractor, sub-contractor or supplier to park trucks or other commercial vehicles on any parking pad or street during the course of construction or reconstruction of a Living Unit. Minor repairs, not exceeding two hours in duration shall be allowed on permitted vehicles parked on the Owner's Lot.

Section 5. 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 other than those provided by Developer shall be erected or constructed on any Lot.

Section 6. Window Air Conditioners. No window air conditioning units shall be installed in any Living Unit.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes. Animals shall be leashed whenever such animals are on any portion of a Lot other than inside a Living Unit. Owners shall not allow their animals to trespass on or soil the property of other owners.

Section 8. Antennae or Aerials. No antennae or aerials shall be placed on any Lot or fixed to the exterior of any Living Unit without the prior written approval of the Architectural Control Committee.

Section 9. Garages. In the event Developer provides a garage as part of a Living Unit, the door of such garage shall be kept closed at all times except for entry and exit. No such garage shall be altered or modified in any way except with the prior written approval of the Architectural Control Committee.

Section 10. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as a residence either temporarily or permanently.

Section 11. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of a Living Unit

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and other improvements permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Lot used in connection with the construction or sale of a Living Unit being built in this subdivision for no longer than thirty-six months. The location and landscaping of the trailer shall be subject to approval of the Developer.

Section 12. 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 the Architectural Control Committee.

Nothing contained herein shall prevent the Developer or any Builder, contractor, or person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, Model Living Units and other structures as the Developer may deem advisable for development, construction or sales purposes.

Section 13. Clotheslines - Drying. No clothing or any other household fabrics shall be hung in the open on any Lot.

Section 14. Window Coverings. No reflective foil or other material or tinted glass shall be permitted on any windows of any Living Unit except for tinted bronze glass and any such installation shall require the approval of the Architectural Control Committee.

Section 15. No Offensive Activities. No illegal, noxious or offensive activities shall be permitted or carried on any Lot or Living Unit, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any Lot, except in a closed, sanitary container. Such container shall be kept in a sanitary condition adjacent and out of view to or within the Living Unit. Such containers may be placed on the Lot for pickup at the times specified by and in accordance with the requirements of the franchised garbage removal utility for the Properties, but such containers shall be returned to the above-designated areas promptly after pickup. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any Lot, or dedicated right-of-ways.

Section 16. Well Limitation, Water Service and Sewage Disposal. No individual water system or well of any-type shall be maintained, drilled, or permitted on any Lot

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without the prior written consent of the Architectural Control Committee.

Section 17. Water and Sewage Regulations. All Lots and the Living Units thereon are subject to all rules and regulations relative to water and sewage rates, usage, rights, privileges and obligations regarding such service as may be adopted from time to time by the City of Jacksonville and other applicable agencies.

Section 18. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Area so long as such rules and regulations are consistent with the rights and duties established by this Declaration. No Owner or other person occupying any Lot, or any lessee or invitee, shall violate the Association's rules and regulations for the use of the Properties.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, restrictions, conditions, easements, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant, restriction, condition, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment; Release of Violations. The covenants and restrictions of this Declaration shall run with and bind the Properties 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. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than sixty-seven (67) percent of the Lot Owners; PROVIDED, HOWEVER, Developer reserves and shall have the right: (a) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or in any Plat of the Properties, and (b) to release any Lot from violation

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of the building restriction lines and the provisions hereof relating thereto if the Developer in his sole judgment, deem such violation to be a minor or insubstantial violation. Any amendment must be recorded in the public records of Duval County, Florida.

Section 4. Annexation. Developer reserves unto itself, its successors and assigns the right to include with the Properties (and to bright within the jurisdiction of the Association) additional lands located in, near or adjacent to ORTEGA CROSSING, UNIT ONE, provided such additional lands are then owned by Developer, within ten (10) years of the date of recording of this Declaration provided that the FHA or the Veterans Administration shall determine that the annexation is in accordance with the general plan heretofore approved by them or it, or as amended with the approval of the FHA or the Veterans Administration, by recording a supplement to this Declaration in the public records of Duval County, Florida, referring to this provision of this Declaration and identifying the lands to be so included by proper legal description. From and after such recording, such additional lands will be deemed to be subject to this Declaration in all respects. Thereafter, additional residential property may be annexed to the Properties only with the consent of two-thirds of each class of members of the Association.

Section 5. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to be sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

Section 6. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA; (a) annexation of additional properties, (b) dedication of Common Area; and (c) amendment of this Declaration of Covenants, Restrictions, Conditions and Easements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14<sup>th</sup> day of September 1995.

Signed, sealed and delivered  
in the presence of:

AY VENTURES, INC., a Florida  
corporation

Beth McSwain

(Name) Beth McSwain

Rosie Agostino

(Name) Rosie Agostino

By Phillip D. Yonge  
PHILLIP D. YONGE  
Vice-President

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 17 day of September, 1995, by PHILLIP D. YONGE, the Vice-President of AY VENTURES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.

S. Petty  
Notary Public, State of Florida

My Commission Expires:

(NOTARY SEAL)

