

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**ORTEGA BLUFFS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF ORTEGA BLUFFS (the "Declaration"), made this 30<sup>th</sup> day of August, 1993, by **ORTEGA BLUFFS, INC.**, a Florida corporation, having its principal office at Post Office Box 702, Middleburg, Florida 32068, (hereinafter called "Developer");

**RECITALS:**

The Developer is the Owner of certain real property more fully described as follows:

All of those lands shown on plat of Ortega Bluff Unit One, as recorded on Plat Book 48, page 2, 27A, 27B, 27C, 27D and 27E, of current public records of Duval County, Florida.

(hereinafter referred to as the "Property"); and

The Developer may become the owner of certain other real property lying adjacent to the Property which is more particularly described in Exhibit "B" attached hereto (hereinafter referred to as the "Future Development Property") and Developer reserves the right, in Developer's sole discretion, to develop all or a portion of the Future Development Property in a manner consistent with this Declaration of Covenants, Conditions and Restrictions of Ortega Bluffs (hereinafter referred to as the "Declaration") and to annex all or a portion of the Future Development Property to the terms of this Declaration and require that the owners of the lots in such Future Development Property be members of the Association created herein without the consent of other owners of Lots from time-to-time; and

The Developer declares to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain "Common Areas" and "Maintenance Areas" (as hereinafter defined) and to this end, desires to subject the Property, together with such additions thereto as may hereafter be made, to the Declaration which is hereby declared to be for the benefit of the Property and each and every owner of any and all parts thereof, their respective heirs, successors and assigns and shall be deemed to run with title to the Property.

The Developer declares that the Property and such other properties as are or may be subsequently annexed to this Declaration as hereinafter set forth, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions easements charges and liens, contained herein (sometimes hereinafter referred to as "Covenants and Restrictions"), and all of which are for the purpose of protecting value and desirability of the Property which shall run with the title to the Property, or any part thereof and shall be binding upon any owners thereof, their heirs, successors, assigns and mortgages.

**ARTICLE I**  
**DEFINITIONS**

1.1 Annexation. "Annexation" shall mean and refer to the addition of the Future Development Property or any portion thereof, at the option of Developer, to the Property and the subjection of such property to the terms and conditions set forth in this Declaration. Annexation shall be accomplished by Developer recording an amendment to this Declaration in the current public records of Duval County, Florida, describing the property to be annexed and stating that such property is subject to all the terms, covenants, conditions and restrictions of this Declaration.

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

1.3 Assessment. The term "Assessment" as used herein shall mean and refer to the share of Association Expenses assessed from time to time against a Lot and the Owner(s) thereof.

1.4 Assessment Period. "Assessment Period" shall be the same period as a calendar year.

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

1.6 Association Expenses. "Association Expenses" shall mean and refer to the expenses and charges described in this Declaration, incurred or to be incurred by the Association and assessed against the Lots and the Owners thereof through annual or special Assessments.

1.7 Board of Directors. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.8 Common Area. "Common Area" shall mean and refer to that portion of the Property or future Development Property, if all or a portion thereof is annexed as set forth in this Declaration, which is owned by the Association and which is intended for the common use and enjoyment of the Owners, including but not limited to, some of the storm water systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Regulation and/or the U.S. Army Corps of Engineers, and some of the areas shown on the recorded plat as "Lakes", "Drainage Easements" or "Easements" which connect the Lakes and Drainage Easements. The Common Area shall include those areas conveyed by the Developer to the Association pursuant to the provisions of this Declaration. In addition, Developer shall have the right but not the obligation, to construct recreation areas in other common areas as the Developer may designate from time to time within the Property or the Future Development Property and to include those as Common Area.

1.9 Developer. "Developer" shall mean and refer to Ortega Bluffs, Inc., a Florida Corporation, its successors and assigns.

1.10 Lot. "Lot" shall mean and refer to any of the Lots shown upon the recorded subdivision plat of the Property and all or a portion of the Future Development Property, if such property is annexed as herein set forth.

1.11 Maintenance Area. "Maintenance Area" shall mean and refer to those portions of the Property or Future Development Property if all or a portion thereof is annexed as set forth in this Declaration, which are not owned by the Association from time to time, including without limitation, all of storm water systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Regulation and/or the U.S. Army Corps of Engineers and the surface waters of any areas designated as "Lakes" or "Drainage Easements" or "Maintenance Area" on the recorded plats, medians or rights-of-way abutting public streets, the entrance way(s) to the subdivision including landscaping, fencing and signage, and decorative or border fencing or walls if the same are constructed by the Developer upon the exterior boundaries of the Property.

1.12 Member. "Member" shall mean and refer to all owners of Lots, who by virtue of such ownership become Members of the Association as provided in Section 2.1.

1.13 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property or the Future Development Property, if such property is developed and annexed as herein set forth, including contract sellers. The term "Owner" shall not mean or refer to any mortgagee, grantee or beneficiary under a mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

1.14 Unit. "Unit" shall mean and refer to any Lot on which permanent improvements, including a single family dwelling, are located.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every Owner of a Lot shall be a Member of the Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership. Provided, however, in the event that an Owner leases the improvements on his Lot to a tenant, such tenant shall be entitled to use of the Common Areas but the Owner shall remain liable for all Assessments, for compliance with the terms and conditions with the Articles, Bylaws, and Declaration and, unless specifically transferred, shall retain all voting rights.

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

Class A - Class A Members shall be all Owners who have taken title to one or more Lots, excluding the Developer. A Class A Member shall be entitled to one vote for each Lot owner by such Member. When a Lot is owned by more than one person, all such person shall be Members. The vote for such Lot shall be exercised as the Owners 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 a Developer, which shall be initially entitled to the number of Lots in the Property, plus one. The total number of votes of the Class B Member shall be increased at the time of annexation of Future Development Property to a number equal to the number of Lots included on the plat of the Property and the Future Development Property, plus one. The total number of votes of the Class B Member shall increase as herein set forth each time a portion of the Future Development Property is annexed as provided in this Declaration. Class B Membership shall terminate upon the happening of one of the following events, whichever first occurs: (i) when the Developer has conveyed one hundred percent (100%) of the Lots located on the Property and the Future Development Property, if annexed as herein provided, (ii) December 15, 2022, or (iii) at such earlier date as Developer, in its sole discretion, may determine.

2.3 Membership and Voting Procedure. The Articles and Bylaws of the Association shall more specifically define and describe the procedural requirements for the Association and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Developer as set forth herein.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREA AND MAINTENANCE AREAS

3.1 Members' Easement of Enjoyment. Subject to the provisions of Section 3.3 of this Article III, every Member shall have and is hereby granted a right and easement for ingress, egress and of enjoyment in and to the Common Areas as shown on any plat of the Property or Future Development Property and an easement for drainage over and into the Maintenance Areas. Such easements shall be appurtenant to and shall pass with the title to each Lot whether or not the same shall be referred to in any deed conveying title to any Lot.

3.2 Title. Developer shall convey to the Association the fee simple title to the Common Area, if any, by Special Warranty Deed subject to covenants, easements conditions and restrictions of record, at such time as the improvements thereon, if any, are complete, and if unimproved, at such time as it so determines, provided that all Common Areas shall be conveyed no later than the termination of the Class B Membership. The title to Maintenance Area shall not be conveyed to the Association but the obligation for maintenance and repair as set forth herein shall be the Association's.

3.3 Extent of Members' Easements. The easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage the Common Area. In the event of a default upon such mortgage, the lender's rights thereunder shall be limited by the rights of the Members as described herein; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and

(c) The right of the Association to suspend the enjoyment of the Common Area by, and voting rights of, any Member for any period during which any assessment remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority, or utility. Prior to the termination of the Class B Membership, such dedication or transfer may be effected by the Developer without further consent from the Owners or their mortgages. Subsequent to the termination of the Class B Membership, no such dedication or transfer shall be effective until agreed to by a vote of two-thirds (2/3) of the Owners of all Lots and unless an instrument has been recorded, signed and sworn to by the Secretary of Association stating that such a vote was duly held and that two-thirds (2/3) of the votes representing all Lots favored such dedication or transfer. Provided, however, the granting of an easement, license or permit over the Common Area by the Association shall not be deemed to be a dedication or transfer of the Common Area requiring approval as provided herein but may be granted by the Association without further consent of the Owners or their mortgagees.

(e) The right of the tenants of Members to use the facilities on the Common Area.

(f) The right of the Developer and/or the Association to make certain rules and regulations concerning the use of the Common or Maintenance Areas.

#### **ARTICLE IV** **COVENANT FOR MAINTENANCE ASSESSMENT**

4.1 Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned by it within the Property hereby covenants, and each owner of a 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 to the Association: (1) annual Assessments or charges, and (2) special Assessments such special Assessments to be established and collected as hereinafter provided the annual and special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall constitute a lien upon the Lot against which each such Assessment is made, which lien shall attach upon the recording in the public records of Duval County, Florida, a claim or lien, specifying the amount of the lien then due, together with reasonable attorney's fees, costs and interest thereon, which claim of lien shall be signed by an officer of the Association. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall be a joint obligation of the successor in title of the Owner and the delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 4.9.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents of the Property, for the expenses of performing the duties or rights of the Association as set forth in this Declaration, Articles and Bylaws and for the improvements and maintenance of the Common Area and Maintenance Area including payment

of taxes, if any, thereupon and the cost of insurance as may be deemed necessary or prudent by the Board of Directors.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the Maximum Annual Assessment shall be \$120.00 per Unit, which will include the cost and expenses of performance of all the duties and obligations of the Association set for the herein, PROVIDED HOWEVER, in the event that the Developer elects in its sole discretion, to construct a recreational facility upon the Common Area, the Assessment may be increased above the maximum annual assessment to include the cost of maintenance of the improved Common Area which increased Assessment amount shall become the new maximum annual assessment for that year, and further provided that Units upon which model homes are constructed shall be exempt from payment of assessments until the same are occupied as a residence.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the Maximum Annual Assessment may be increased each year, by the Board of Directors of the Association, no more than ten percent (10%) above the Maximum Annual 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 Unit to an Owner, the Maximum Annual Assessment may be increased by the Developer without the consent of any Unit Owner or his/her mortgagee more than ten percent (10%) above the Maximum Annual Assessment for the previous year in the event the Developer has added recreational facilities, by an amount sufficient to pay the cost of maintenance and repair of said recreation facility or, for any other purpose, by an approval by the Developer and an affirmative vote of two-thirds (2/3) of the Unit Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Board of Directors may fix the annual Assessment for Units at an amount not in excess of the maximum annual assessment (as the same may be modified upon the addition of recreational facilities as described above).

(d) The Association in determining expenses shall establish and maintain an adequate reserve fund, as applicable, for the periodic maintenance, repair and replacement or improvements to the Common Area and Maintenance Area.

4.4 Special Assessment. Special Assessments shall be levied and paid in the same manner as provided for regular assessments. Special Assessments can be two kinds: (i) those changeable to all Members in the same proportions as regular Assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common or Maintenance Areas and for such other purposes as shall be approved by the majority of all votes of the classes of Members; or (b) those assessed against one Owner alone to cover repairs or maintenance for which such Owner is responsible and which he has failed to make, which Special Assessment may be approved by the Board.

4.5 Date of Commencement of Annual Assessments Due Dates. The annual Assessments provided for herein shall commence as to all Units on the first day following the conveyance of the first

Unit to an Owner, provided, however, the assessment for each Unity in which a single family home is completed (though unsold by the Developer or any Builder approved by Developer in Developer's sole discretion) shall begin ninety (90) days after completion of the residence in the case of speculative homes or one (1) year after completion for all model homes. The annual Assessment as to a Unit 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 Unit 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; provided, however, failure to send such notice shall not effect the liability or lien for the Assessment. Unless determined to the contrary by the Board of Directors, the annual Assessment shall be due and payable on the first day of January of each year.

4.6 Association Certificate of Payments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting for the whether the Assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.7 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 highest rate permitted by law and there shall be late fee assessed in the amount of \$25.00 or such other amount as determined by the Board of Directors of the Association. The Association may bring an action at law against the Owner or foreclose the lien against the Lot of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

4.8 Subordination of the Lien of Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

## ARTICLE V COVENANTS AND RESTRICTION

5.1 Approval of Improvement. Except a originally constructed by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials color and location of the structure with respect to topography and finished grade elevations, 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 Developer, or by an architectural committee composed of one (1) or more representatives appointed by the Developer. In the event the Developer, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days

after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and this Article will be deemed to have fully complied with. The right of approval set forth herein shall pass to the Board of Directors of the Association upon termination of the Class B Membership as provided in Article II of this Declaration or earlier date if Developer elects to assign this right to the Association.

An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the Association and any Architectural Review Committee harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

5.2 Use Restrictions. No structures of any kind shall be erected, altered, placed, or permitted to remain on any Lot other than: (A) (i) one single family dwelling, not to exceed two and one-half stories in height; and (ii) private garage for not more than two (2) cars; and (iii) one servant's room or utility room attached to the garage on the ground floor level.

5.3 Single Family Residence Only. All Lots shall be used for single family residential purposes only and no building at any time situated on any of the Lots shall be used for business, commercial, charitable, professional or manufacturing purposes. No residence, garage, or other building constructed on any of the Lots shall be used for the purpose of renting rooms therein or as a boarding school, hotel, tourist court, or motor court. No more than one single family residence shall occupy any platted Lot.

5.4 No Overhead Wires. All telephone, electrical and other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible.

5.5 Weed Control. The Owner of each Lot, whether the Lot be improved or unimproved shall keep the Lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep the Lot at all times in a neat and attractive condition.

5.6 Fences. All fences constructed on the Lots shall be no higher than six (6) feet in height and shall be of wood or other fencing material as may be approved by Developer. No fence shall be located closer to the front of any lot than the rear wall of the residence constructed on such lot. Developer reserves the right to construct or cause to be constructed a fence along Ortega Bluff Parkway and any fence constructed by the owner of a lot which ties into such fence constructed by Developer is required to be of the same material and style and painted the same color as that fence constructed by Developer. Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by Section 5.1 shall be obtained. Thus restriction does not apply to any fencing which has been or may be constructed in the future by the Developer or its successor and any such fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.



5.7 Set Back Lines. No structure of any kind, except for driveways and sidewalks, shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, not nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same way be modified by variance, exception, or other modification. No structure or other improvement or change in the topography of the land shall be erected or made which interfered in any respect with the drainage or utility easements shown on the subdivision plat. If any one dwelling is erected on more than on Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above, shall apply only to the extreme side lines of the building lot occupied by such dwelling. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

5.8 Minimum Square Footage. The total heated living area of the main structure, excluding garages, porches and storage rooms, shall not be less than one thousand seven hundred (1,700) square feet.

5.9 Developer's Right to Re-subdivide. The Developer may re-subdivide or re-plat the Property in any way it sees fit for any purpose whatsoever consistent with the development of the Property provided that no dwelling shall be erected upon or allowed to occupy any Lot within such re-platted or re-subdivided land which has an area less tat six thousand (6,000) square feet. The restrictions herein contained, in case of any such re-platting or re-subdividing, shall apply to each Loy as re-platted or re-subdivided. In addition, the Developer may re-subdivide one or more Lot to provide for roadway purposes and easements.

5.10 Prohibited Activities. No trade, business, noxious or offensive activity, in the sole opinion of the Developer (until the termination of the Class B Membership and thereafter the Association), shall be carried on upon any Lot not shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No mobile homes, tents or shacks shall be placed on a Lot except mobile homes used temporarily as sales offices and construction offices with the Developer's approval. No garage shall at any time be used as a residence or enclosed and incorporated into a residence, except the to Developer and/or a builder buying Lots from Developer, with Developer's prior approval, shall be permitted to enclose the garage of model homes, and if the garage is so enclosed, the house can thereafter be sold with the enclosed garage and shall not be deemed to be in violation of this Section 5.8. No commercial activity shall be carried out in the residence or garage, temporarily or permanently, except for the use of said garage as a sales office by the Developer or builder, with the Developer's prior approval, nor shall any structure of a temporary character be used as a residence.

5.11 Pets and Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

5.12 Clotheslines. No clothes or laundry shall be hung or clotheslines erected in front yards or carports, or side yards of corner Lots adjacent to a street. All clotheslines shall be screened from street view

5.13 Parking of Wheeled Vehicles, Boats, Etc. No recreational vehicles, boats., travel trailers, campers, utility trailers, mopeds, trucks (other than pickup trucks), or any other wheeled vehicles or offensive objects of any kind may be kept or parked between the paved road and the residential structures or within the front or side yard without approval of Developer, until the termination of the Class B Membership, and thereafter by the Association. They may be so kept, if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots or roadways within the Property. Private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of Owners may be parked in such driveways and other vehicles or trucks may be parked in such driveways only during the times necessary for pickup and delivery service and solely for the purpose of said service. No trailers or mobiles homes may be maintained or kept on any Lot.

5.14 Signs. No sign of any kind shall be displayed to the public view on any Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular Lot on which displayed, and shall be of materials, size, height and design approved by the Developer. The Developer may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent the Developer, or any person or entity designated by the Developer, from erecting or maintaining signs at the entrance(s) to the property.

5.15 Aerials, Antennas and Satellite Receptor Dishes. No radio or, television aerial, antenna or satellite receptor dish nor other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot.

5.16 Encroachments. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any Lot or Lots as now platted or on any subdivided or replatted Lot in such manner that the same constitutes a violation or violations of the covenants and restrictions contained in this Declaration, Developer shall have the right any time to waive such violation; provided, however, that the Developer shall waive only those violations which the Developer, in its sole discretion, determines to be minor.

5.17 Utility Easements. A perpetual, nonexclusive alienable and releasable easement is hereby reserved to the Developer over, under and above a seven and one-half (7 ½) foot strip at the rear of each Lot and over, under and above a five (5) foot strip at the side lot lines described herein for the construction, installation and maintenance o drainage ditches and structures, as, water, electric, sanitary and storm sewer lines and other utility installations of every kind. The Developer shall have the right grant subordinate easements t utility companies, governmental bodies and others within such

easement area for the purpose of carrying out or facilitating such construction, installation and maintenance. No purchaser of a Lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations.

5.18 Water and Sewer Rights, Well Limitation. No well of any kind shall be dug or drilled on any of the Lot or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structure except potable water which is obtained from the utility provider selected by Developer 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; however, the location of said well must be approved by prior written consent of the Developer and the local Health Department.

5.19 Drilling and Excavation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

5.20 Window Air Condition. No window air conditioning unit shall be installed on any side of a building on a Lot.

5.21 Temporary Structures. No structures of temporary character, trailer, basement, tent, shack, garage, bar or other out building, shall be used on any Lot to any time as a residences either temporarily or permanently. Nothing contained in this Declaration shall prevent the Developer, or any person designated by the Developer from erecting or maintaining dwellings, model houses, or other temporary structures as the Developer may deem advisable for the development, construction, storage and sales or rental purposes.

5.22 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic, except that during the course of construction upon lots, the debris created by the builders shall not be required to be kept in closed containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick-up days, except debris created during the course of construction as aforesaid, which shall be removed by the builder upon completion of construction.

5.23 Common Areas and Maintenance Areas. The Association shall maintain all of the Common Areas and Maintenance Areas in an attractive condition and in a manner that is harmonious with the Property. If the Association fails to maintain the Common Area or Maintenance Area in accordance with the foregoing, the Developer shall have the right, but no obligation, to enter upon any such Common Area or Maintenance Area to perform such maintenance or work which may be

reasonably required, all at the expense of the Association, which expense shall be payable by the Association to the Developer on demand.

**ARTICLE VI**  
**MAINTENANCE AREAS**

6.1 Use of Maintenance Areas. Certain Lots are subject to an easement for water which form lake area within the Property ("Maintenance Areas"). With respect to the Maintenance Areas now existing, or which may be hereafter created within the Property, no Owner shall:

- (a) pump or otherwise remove any water from such Maintenance Areas for the purpose of irrigation or other use;
- (b) place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such Maintenance Areas or in any other portion of the land owned by Developer lying adjacent to or near the Property;
- (c) construct, place or maintain therein or thereon any docks, piers, bulkhead or other similar facilities, without the prior approval of the Developer or so long as there is a Class B Membership and thereafter subject to the prior approval of the Association;
- (d) fish with the use of nets or with any other trap or spear;
- (e) operate or maintain thereon any gas or diesel driven vehicles; provided, however, boats used for the maintenance of the Maintenance Areas shall be permitted.

6.2 Maintenance of Lakes.

(a) Developer, for so long as there is a Class B Membership, shall have the sole and absolute right, but to obligation, to control the surface water level of such Maintenance Area.

(b) The Association shall be responsible for the maintenance of the Maintenance Area including, without limitation, the control of the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such Maintenance Area.

(c) The Lot Owner shall be required to maintain such grass, plantings or other lateral support to prevent frictions of the embankment adjacent to the Maintenance Area the water line of the Maintenance Area and the height, and contour of the embankment shall not be changed without the prior consent of the Developer, for so long as there is a Class B Membership, provided, however, that no plants may be allowed to extend into or grown into the lakes. If the Lot Owner fails to maintain said embankment in accordance with the foregoing, the Developer (for so long as there is a Class B Membership and thereafter, the Association) shall have the right, but no obligation to enter such upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Lot Owner, which expense shall be payable by the Lot Owner to the Developer on demand.

6.3 Assignment of Maintenance Obligations. This Declaration cannot be terminated to extinguish the Association's obligation to maintain the Maintenance Area unless adequate provision for transferring this obligation to the then Owners of the Lots subject to the easement on a pro rata basis is made and said transfer of obligations of the then existing requirements of the St. Johns River Water Management District of its successors and the City of Jacksonville or any other governmental body that may have authority over such transfer of obligation.

6.4 Indemnification. In connection with the platting of the Property, the Developer assumed certain obligations in connection with the maintenance of the water Maintenance Area. The Developer hereby assigns to the Association and the Association hereby agrees to assume all the obligations and responsibilities for maintenance of the Maintenance Area by the Developer under the plat. The Association further agrees that subsequent to the termination of the Class B Membership it shall indemnify and hold Developer harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of occurrence, in, upon, at or from the maintenance of the Lake, occasioned wholly or in part by acts of Developer, its successors, assigns, agents or invitees.

## **ARTICLE VII**

### **MISCELLANEOUS**

7.1 Assignment of Developer's Rights. The Developer shall have the sole and exclusive right at any time and from time to time, to transfer and assign to, and to withdraw from such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservation given to or reserved by the Developer in this Declaration. Foreclosure against the Developer of a first mortgage given by the Developer, as mortgager, encumbering some or all of the Property while the Developer of serving as the developer hereunder, or conveyance by the Developer of all or part of the Property in lieu of foreclosure of a first mortgage, shall upon the recording by the Mortgagee of such mortgage of an acceptance of the rights of the Developer hereunder vest automatically in such mortgagee the rights of the Developer hereunder. Upon the termination of the Class B Members, the rights of the Developer hereunder shall vest automatically in the Association which shall assume all obligations thereof.

7.2 Amendments. The Developer reserves and shall have the right:

- (a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;
- (b) to amend this Declaration for the purpose of curing and scrivener's error, and any ambiguity in or any inconsistency between the provisions contained herein;
- (c) to include any contract or deed or other instrument hereafter made any additional covenants and restrictions and easements applicable to the Property which do not lower the standards of the covenants and restriction herein contained;

(d) to release any Lot from any part of the covenants and restrictions which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or non-adverse violation; and

(e) to amend this Declaration pursuant to the requirements of the Veteran's Administration, Federal National Mortgage Association, their successors and assigns, or such similar institutions or associations, without further consent of any of the Owners and all Owners acknowledge that such amendments running with the land irrespective of the date of the amendment.

7.3 Consent for Additional Covenants. No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

7.4 Duration. These covenants and restrictions, as amended and added to, from time to time, as provided herein shall, subject to the provisions here of and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until December 31, 2022, and thereafter they said covenants and restriction shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to December 31, 2022, or within six (6) months prior to the end of any such ten (10) year period, as the case may be, a written instrument executed by the owners of a majority of the Lots shown on the plat of the Property terminating the Declaration shall be placed on record in the office of the appropriate agency of Duval County, Florida. Upon termination, the requirements of Section 6.4 must be complied with. If required under Florida law, the Developer or the Association shall have the right to cause these covenants and restrictions to be re-recorded at such intervals necessary to continue their enforceability.

7.3 Enforcement of Covenants. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any covenants or restriction contained herein, it shall be lawful for the Developer, Association, or any Owner of any Lot: (a) to prosecute proceedings for the recovery of damages against those violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violation or attempted violation. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, Association, Owner or their respective successors or assigns to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall, in no event, be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to nay other breach or violation thereof occurring prior or subsequent thereto.

7.6 Annexation. Additional land located within the boundaries of the Future Development Property may be annexed by the Developer without the consent of the Members within fifteen (15) years of the date of this instrument. Developer shall record a supplemental declaration subjecting the

land described thereon to the covenants and restrictions contained herein. Developer may include in such supplemental declaration additional covenants and restrictions.

7.7 Interpretation. In all cases the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of the Property. The provisions hereof shall be liberally interpreted and if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

7.8 Captions. The captions of the paragraphs hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

7.9 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

7.10 Provisions Severable. The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of the Declaration which shall remain in full force and effect.

7.11 Attorney's Fees. In connection with any action for the enforcement of any of the rights and obligations contained herein, the prevailing party shall be entitled to be reimbursed for all costs including without limitation, attorney's fees at trial or on appeal.

IN WITNESS WHEREOF, the Developer, has caused the instrument to be executed and set its seal all as of the day and year first above written.

Signed , sealed and delivered in the presence of :  _____ Witness Signature  Print: _____ +_	Ortega Bluffs, Inc., a Florida non - Corporation  _____ President signature  Print: _____
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State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2018, by \_\_\_\_\_, the \_\_\_\_\_ President of ORTEGA BLUFFS, INC., a Florida corporation, on behalf of the corporation. He (She) is personally known to me or who had produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida