

**AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
ORTEGA BLUFFS, INC.**

THE AMENDMENT attached hereto is made relevant to the Declaration of Covenants, Conditions and Restrictions of Ortega Bluffs, Inc. Said Covenants were originally recorded in Official Records Book 7657, page 1019, of the current public records of Duval County, Florida.

THE AMENDMENT attached hereto has been voted upon and approved in the manner described in the Articles of Incorporation of Ortega Bluffs, Inc.

Dated this 20th day of April 2006.

[Signature]
Witness
[Signature]
Witness

ORTEGA BLUFFS, INC.

Christie N. Cregg
By:
Its: President

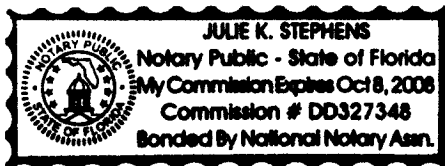
Christie N. Cregg
Witness
[Signature]
Witness

[Signature] [Signature]
By: Vice President
Its: ~~Secretary~~ ~~Treasurer~~

State of Florida
County of Duval

Before me this 20th day of April 2006 personally appeared
Christie N. Cregg, President and
Kirk Lingle, Secretary / Vice President of Ortega Bluffs,
Inc., who are personally known to me or who have produced
personally known as identification.

[Signature]
Notary Public
My commission expires:



EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ORTEGA BLUFFS

ARTICLE V
COVENANT AND RESTRICTION

The below articles replace, delete or are an addition to the previous Covenants, Conditions, and Restrictions noted in either the First Amendment dated the 12 of February 1 998 or the 30 of August 1993.

- 5.5 Lawns and Maintenance. The Owner of each Lot, whether the Lot be improved or unimproved, shall be responsible for the maintenance of the Lot. The lawn and all landscaped areas on the Lot, shall be maintained in good condition so as to present a healthy, neat and orderly appearance; free of refuse, debris, dead trees, dangerous dead tree limbs, tall grass and weeds. Failure to maintain required lawns and landscaped areas or to replace, within a reasonable period of time, required grass and or landscaping which s dead irreparably damaged or fails to meet the standards of this Part shall be deemed a violation of these Covenants and Restrictions.
- 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 approved by the Association. Green coated hurricane or chain link fencing material may only be used along the back property line where the Lot backs up to a retention pond or wildlife area. No fence shall be located closer to the front of any Lot than fifteen (1 5) feet of the front wall of the residence constructed on such Lot. Exceptions to the preceding may be granted by the Association based on placement of windows and mechanical equipment of the residence and/or matching to existing approved fence of an adjoining Lot. No fence shall be erected so that it is forward of the residence of an adjoining Lot or block the safe view of intersecting streets unless it is a corner Lot with an entrance on an adjacent street. If so, that fence's adjoining corner shall be built on an angle connecting the rear and side fence structures. The smooth or finished side of the fence shall face outward from the Lot with the back or braced side facing inward. The Association reserves the right to construct or cause to be constructed a fence along Ortega Bluff Parkway. Any fence constructed by the Owner of a Lot which ties into such fence constructed by the Association, or originally constructed by the Developer is required to be of the same material and style and painted the same color. Notwithstanding the foregoing, prior to construction of any fence on any Lot approval as required by section 5.1 shall be obtained This Restriction does not apply to any fencing which has been or may be constructed in the future by the Association or its successor and any such fence constructed by or at the instruction of the Association shall be deemed in compliance with these Covenants. All fences shall comply with local ordinances.
- (a) All fences shall be maintained to present a neat and clean appearance. This includes replacement of broken, warped, or other damaged components in a timely manner. Gates shall not be allowed to noticeably droop and shall be kept closed when not in use.
- (b) Fences that abut a commercially zoned property can be no more than eight (8) feet in height.
- (c) All fences not erected in compliance with section 5.6 shall be "grandfathered" and considered in compliance by the Association and its Members and agents at the time of ratification of these amended Covenants and Restrictions. However, if any said fence that is grandfathered by section 5.6 is replaced or repaired by more than twenty-five (25) percent, that fence shall be made to be in compliance of section 5.6.
- 5.9 Developer's Right to Resubdivide. Delete entire section.

- 5.13 Parking of Wheeled Vehicles, Boats, ect. No recreational vehicles, boats, travel trailers, campers, utility trailers mopeds commercial trucks (other than private automobiles pickup trucks or panel vans) or any other wheeled vehicles or offensive objects of any kind may be kept parked between the paved road and the residential structures. They may be so kept, if maintained completely inside a garage or within 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, but cannot park on the grass or any landscaped area. 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, but cannot park on the grass or any landscaped area. No trailers or mobile 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 "For Rent/Sale," or "Garage Sale" signs. The signs may refer only to the Lot on which they are displayed, and shall be of materials, size, height, and design approved by the Association. Signs endorsing political candidates may be displayed in accordance with local ordinances. Such signs shall be removed within 72 hours of the end of the election.
- 5.15 Aerials Antennas and Satellite Receptor Dishes No aerial or antenna nor other electronic devices shall be installed or maintained on any exterior structure or Lot unless covered by the FCC act of 1998 Satellite dishes will be of oval or round type not to exceed 40 inches in diameter and should be installed toward rear of structure when possible. No satellite dish may be mounted or installed in the front yard of any Lot or structure.
- 5.21 Temporary Structures. No structures of temporary character, or other out buildings on any Lot shall be used as a residence either temporarily or permanently. Canopies/tents used for private parties may be erected for periods of not more than 72 hours.
- 5.22 Garbage and Refuse Disposal. No Lot whether improved or unimproved shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage, or other waste should be kept in closed sanitary containers constructed of durable material. All such containers shall be kept out of sight from the front street of the structure, except on scheduled pick-up days as covered by Duval County Codes. During construction on any Lot, the builder or sub-contractor shall be deemed liable for any rubbish, trash, garbage, and or other waste left on site after construction is finished. Construction waste materials are not required to be in closed containers, but must be kept in an orderly fashion.
- 5.23 Common Areas and Maintenance Area. 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 All Lot Owners owning Lots adjoining Common Areas and Lakes shall maintain the grass and vegetation that is not maintained by the contracted landscaping or lake maintenance companies. The Owner is to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area, and to maintain the area between the sidewalk and curb.
- 5.24 Portable Sport Apparatus. Portable basketball goals and/or other sport apparatuses shall not unreasonably block the streets and/or sidewalks. They may be set up in driveways in such a way as to not unreasonably block vehicle and/or pedestrian traffic, including foot traffic, wheelchairs, strollers, bicycles, scooters, and wagons.

ARTICLE VII
MISCELLANEOUS

7.5 Enforcement of Covenants.

- (a) If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the Covenants or Restrictions set forth in this Declaration, it shall be lawful for the Association or any Owner: a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such Covenant or Restriction; or b) to maintain a proceeding in any court competent jurisdiction against those so violating or attempting to violate any such Covenant or Restriction for the purpose of preventing of enjoining all or any such violations or attempted violations or for specific enforcement of the provision. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any Covenant, Restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to.
- (b) Fines: In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Association Board of Directors, a fine or fines, may be imposed upon an Owner for failure of an Owner or his or her Member s lessee to comply with any Covenant Restriction or rule of regulation, provided the following procedures are adhered to:
- (1) As the governing documents so provide, an Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use Common Areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect reasonable attorney's fees and costs from the non-prevailing party as determined by the court.
- (2) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- (3) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting, which shall hear reasons why fine(s) should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner, no later than twenty-one (21) calendar days after the meeting.
- (4) Payment of Fines: Fines shall be paid no later than five (5) days after notice of imposition of assessment of the penalties.
- (5) Application Proceeds: All monies received from fines shall be allocated as directed by the Association's Board of Directors.
- (6) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall not exist in addition to other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner (i.e. fines will be treated like a special assessment and will remain on account until paid in full.)

7.12 Disclaimer of Liability. Each Owner, for his guests, tenants, or invitees releases the Association from any liability in connection with:

- (a) The Association shall have no liability whatsoever to Owners, guests, tenants, or invitees in connection with the retention ponds, drainage easements, or any part of the storm water management system. Neither the Association nor any of its successors, assigns, officers, directors, committee Members, employees, agents, management company, contractors, or sub contractors shall be liable or responsible for maintaining or assuring the water quality or level in any lake, retention pond area, canal, creek, marsh area, stream or other water body within or adjacent to the property. Such responsibility may be specifically imposed by an applicable government agency. Further, all Owners and users of any of the aforesaid areas shall be deemed by virtue of their acceptance of a deed to, or use of, such property, to have agreed to hold harmless the listed parties from all liability related to any of the aforesaid or to any changes in the quality of and level of the water in such bodies.
- (b) All persons are hereby notified that from time to time alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the property and may pose a threat to persons, pets and property. The Association is under no duty to protect against, and does not, in any way warrant against any death injury or damage caused by such wildlife
- (c) All persons are hereby notified that water banks within some areas of the property may be steep and that water depths near shore may drop off sharply. The Association shall be held harmless from all liability associated with the design, construction, or topography of any lake, banks, slopes, or bottoms of any body of water on the property.

END OF EIGHTH AMENDMENT CHANGES