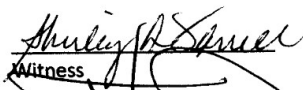


AMENDED COVENANTS AND RESTRICTIONS FOR
OLD MILL COVE HOME OWNERS ASSOCIATION, INC.

The Amended Covenants and Restrictions attached here to is made revelant to the Declaration of Covenants, Conditions and Restrictions of Old Mill Cove Unit No. 1 and Unit No. 2. Said Covenants were originally recorded in Official Records Book 3718, page 972, and Book 4002, page 224, respectively of the current public records of Duval County, Florida.

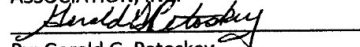
The Amended Covenants and Restrictions attached hereto have been voted upon and approved in the manner described in the Articles of Incorporation of Old Mill Cove Home Owners Association, Inc.

Dated this 10th day of December 2015.


Witness

Witness

OLD MILL COVE HOME OWNERS
ASSOCIATION, INC.


By: Gerald G. Petoskey
Its: President

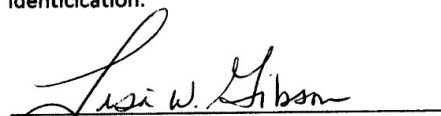

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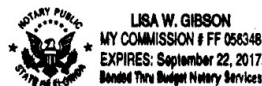
Witness


By: Thomas K. Monroe
Its: Treasurer

State of Florida
County of Duval

Before me this 10th day of December 2015 personally appeared Gerald G. Petoskey, President and Thomas K. Monroe, Treasurer of Old Mill Cove Home Owners Association, Inc., who are personally know to me or who have produced Dr. Lic. Fl. # P 320-287-41-031-2 as identification. Dr. Lic. Fl. # M 560-831-46-208-0


Notary Public
My commission expires:



AMENDED COVENANTS AND RESTRICTIONS FOR

OLD MILL COVE, UNIT NO. 1 AND UNIT NO. 2

WHEREAS, Wurn-Arlington Construction Company, a corporation, is owner of the property in Duval County, Florida, more particularly described as Old Mill Cove Unit No. 1 as same appears in Plat Book 35 pages 14 and 14A and Unit No. 2, the plat of which is recorded in Plat Book 35, page 35, of the public records of Duval County, Florida, and

WHEREAS, said Old Mill Cove Home Owners Association, Inc. is desirous of placing certain covenants and restrictions upon the use of all the land shown on said plat and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted;

NOW, THEREFORE, the Association, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land included in said plat of Old Mill Cove, all of the land included in said plat being hereinafter sometimes referred to as "said land," and the undersigned Association does hereby place upon said land the following covenants and restrictions, to run with the title to said land, and grantee of and deed conveying any lot or lots, parcels or tracts shown on said plat or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as follows:

(1) SINGLE FAMILY RESIDENCE ONLY, TWO STORIES LIMIT.

The lots shown on said plat shall be used for single family residential purposes only. Without the prior approval of the Association, the height of the main residence on each lot shall be not more than two (2) full stories above the normal surface of the ground, No building situate on any lot shall be rented or leased separately from the rental or lease of the entire property.

(2) MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.

The Association shall have the right, but no obligation, to require the removal of any fence, wall, hedge, shrub, tree or other thing natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Association, obstruct the vision of a motorist upon any of the streets.

(3) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE.

No principal residence shall be erected or allowed to remain on any lot unless the square foot area thereof, exclusive of screened porches, garage and storage rooms, shall equal or exceed two thousand square feet.

(4) OTHER STRUCTURES.

No other structures shall be built on any portion of any lot, without the approval of the Association. Air conditioning units may be installed at the side of the residence provided the same are adequately and ornamentally screened.

(5) SET BACK FOR ALL STRUCTURES.

No building or any type or kind of permanent structure (except drives and walks), or any part of any of same, shall be erected, placed or allowed in the area of any lot lying between the front building restriction line of 25 feet and the street on which the lot abuts, or nearer than seven and one-half feet to any interior sideline of the lot.

(6) FENCES.

Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 25 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than six feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Association or its duly appointed representative.

(7) ALL STRUCTURES TO BE APROVED BY THE ASSOCIATION.

For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Association reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made unless and until building plans and specifications covering same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot and approximate square footage, construction schedule, and such other information as the Association shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be in the elevation or surface contours of the land, have been submitted to and approved in writing by the Association. The Association shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Association of said land or contiguous lands. In passing upon such building plans and specifications and lot grading and landscaping plans, the Association may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Association for approval such samples of building materials proposed to be used as the Association shall specify or require. No above ground swimming pools will be allowed.

(8) NO GARAGE OPENINGS TO FACE STREETS. NO CARPORTS.

All garages not located within the rear yard shall have a capacity for at least two automobiles. Garages must be entered either from the side or rear of the home. No garage shall have its main door opening to face any street.

(9) PARKING OF VEHICLES, BOATS, ETC.

All vehicles shall be parked within garages or driveways. Parking in yards between the paved road and the residential structures or on streets within the development is prohibited. Visitors may temporarily park on the street. No inoperable, junk or abandoned vehicles shall be allowed on the property. Boats, trailers, motor homes, recreational vehicles and campers may be so kept if completely inside a garage attached to the main residence or within the rear yard and concealed from view by neighboring residences and streets. No garage shall at any time be converted to become part of the residence as a living space.

(10) WINDOW AIR CONDITIONERS.

No window air conditioning units shall be installed in any side of a building visible from the street.

(11) NO OVERHEAD WIRES.

(12) COMPLETION OF COMMENCED CONSTRUCTION.

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Association must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of the construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to his garage entrance.

(13) STORAGE SHEDS

Storage sheds may be installed in the rear yard and must meet all set back ordinances required by the city and paragraph five (5) of the restrictions and should not be visible from the street. All sheds must be approved by the Association and meet current construction standards for storms.

(14) RESIDING ONLY IN RESIDENCE.

No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters, even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

(15) SIZE OF SIGNS.

No sign of any character shall be displayed or placed upon 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 Association. The Association may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

(16) AERIALS AND ANTENNAS.

No radio or television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior or any structure located on a lot or on any portion of any lot not occupied by building higher than 10 feet above the highest point of the roof of the residence.

(17) TRASH

Yard waste, recycle and trash bins should not be placed at curb before 3 PM of day prior to collection. Bins should be removed by 9AM the day after collection.

(18) MAIL BOXES.

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association. All mail boxes will be provided by the homeowner and will be located curb side for the delivery of postal mail service.

(19) PETS.

Not more than two dogs, or two cats, or four birds (excluding parrots), or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Association, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times. No chickens allowed.

(20) NO OFFENSIVE ACTIVITIES.

No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land or road right of ways.

(21) WELL LIMITATION; WATER SUPPLY.

No artesian wells may be drilled or maintained on any building plot without first obtaining the consent of the Association. Rock wells may be drilled and maintained on any building plot, the location must be approved by the Association. However, the central water supply system, JEA, its successors or assigns, provided for the service of said land shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building plot. No individual water supply system or well shall be permitted on any building plot except solely for use to supply water for use on the building plot for air-conditioning and heating installations, irrigation purposes, swimming pools or other exterior use.

(22) UTILITY EASEMENTS ON SIDES AND REAR OF LOTS.

Building plots are complete and utility easements are designated by the current utility companies.

(23) WEED CONTROL.

The owner of each building plot, whether such plot be improved or unimproved, shall keep such plot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition.

(24) APPROVAL OF ASSOCIATION.

Wherever in these covenants and restrictions the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approval in writing by the Association. Such request shall be sent to Association by Registered Mail with return receipt requested. In the event the Association fails to act on any such written request within 30 days after the same has been submitted to the Association as required above, the consent or approval of the Association to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained.

(25) ASSOCIATION MAY DESIGNATE A SUBSTITUTE.

The Association 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 or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Association by any part or paragraph of these covenants and restrictions of under the provision of said plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Association under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committed except in the event aforesaid.

(26) AMENDMENTS OR ADDITIONAL RESTRICTIONS.

The Association reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Association, in its sole judgment, determines such violation to be a minor or insubstantial violation.

(27) AMENDMENT OF RESTRICTIONS WITH CONSENT OF OWNERS.

In addition to the rights of the Association provided for in paragraph 26 hereof, the Association reserves and shall have the right, with consent of the persons then owning 75 per cent or more of the platted lots shown on the plat of Old Mill Cove, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

(28) ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.

No property owner, without the prior written consent and approval of the Association, may impose any additional covenants or restrictions on any part of the land shown on the plat of this subdivision.

(29) RESTRICTIONS EFFECTIVE PERIOD,

The covenants and restrictions numbered 1 through 32, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof 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 the first day of January, A.D. 2036, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 20 years each, unless within six months preceding the end of any such successive 20 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat shall be placed on record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject hereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph, these original covenants and restrictions as herein modified, shall continue in force for successive periods of 20 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

(26) AMENDMENTS OR ADDITIONAL RESTRICTIONS.

The Association reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Association, in its sole judgment, determines such violation to be a minor or insubstantial violation.

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The covenants and restrictions numbered 1 through 32, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof 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 the first day of January, A.D. 2017, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat shall be placed on record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject hereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph, these original covenants and restrictions as herein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

(30) LEGAL ACTION ON VIOLATIONS.

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association or any person or persons owning any lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding equity against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, its 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 right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations of in damage suits thereon. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

(31) COMPLIANCE

It shall be the responsibility of each Owner to conform to and abide by the rules and regulations in regard to the use of the lots, which may be adopted in writing from time to time by the Association, and to see that his family members, guests, tenants, employees, agents and contractors do likewise.

Upon violation of any of the rules and regulations adopted as herein provided, or upon violation of the provisions of this Declaration by an Owner or his family members, tenants, or guests, the Association may levy fines against the Owner and his lot as determined by the Board of Directors and to suspend the voting rights of the member. To enforce the rules and regulations or provisions of this Declaration, the Association or any Owner may bring an action for specific performance, declaratory decree, injunction or damages. The prevailing party shall recover costs and attorney's fees in such suit. This process will be in accord with the Laws of the State of Florida, Chapter 720.

(32) ASSESSMENTS

All assessments and fines (referred to collectively in the Article as "charges") together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges are levied, and of each subsequent Owner. Each Owner of a Lot by acceptance of a deed or other transfer document, is deemed to covenant and agree to pay the Association the charges established or described in the Article and in the Association Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees. The obligation to pay such charges being a separate and independent covenant by each Owner.

Each lot within the Property is subject to an Annual General Assessment by the Association for the improvements, maintenance and operation of the Property. Such General Assessments must be allocated equally on a per lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority during any fiscal year, to increase the Annual General Assessment only for the purpose of meeting its expenses in case of a natural disaster or other emergency. The Association Board of Directors shall set the date that the Assessment shall become due, and will provide for collection of Assessments annually.

Any charges not paid within sixty (60) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and may bear interest at a rate up to eighteen percent (18%) per annum until paid. All charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot. The Association may bring an action at law against the Owner personally obligated to pay the same. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.