

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
GRAY'S LANDING

KEN OWENS ENTERPRISES, INC., a Florida corporation, and AMFED SERVICE CORPORATION, a Florida corporation (hereinafter sometimes referred to jointly as the "Developer"), are the Owners and Developers of all of the lots in a subdivision known as GRAY'S LANDING.

WHEREAS, the Developer is desirous of placing certain covenants, conditions, easements and restrictions upon the property, which said covenants, conditions, easements and restrictions shall run with the title to the property and any part thereof;

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property, the Developer does by these presents hereby make, declare and impose upon the property the following covenants, conditions, easements and restrictions, all of which shall run with the title to the land and which easements shall be perpetual in duration unless otherwise provided and which shall be binding upon all parties having any right, title or interest in the property or any part thereof, their heirs, personal representatives, successors and assigns.

1. Definitions. As used herein, the words and terms set forth below shall have the following meanings:

A. "Property" shall mean that certain real property known and described as GRAY'S LANDING.

B. "Lot" shall mean any numbered lot on the property.

C. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any portion of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

D. "Drainage and Utility Easements" shall mean the drainage and utility easements recorded in the current public records of Duval County, Florida.

E. "Developer" shall mean KEN OWENS ENTERPRISES, INC. and AMFED SERVICE CORPORATION, their successors and assigns.

F. "Declaration" shall mean this Declaration of Covenants, Conditions, Easements and Restrictions.

2. General. 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 of the term "including" shall mean "including without limitation." The headings used herein are for convenience in reading only and shall not be used as a means of interpretation or construing the substantive provisions hereof.

3. Residential Use. All lots shall be used for residential purposes only and for the easements as shown on the plat and the easements herein created. No structure, except as otherwise provided herein, shall be erected, altered or permitted to remain on any lot other than one single family residential dwelling. The height of the single family residential dwelling shall not be more than two (2) full stories above the surface of the ground, and in no event shall the maximum height of any residential dwelling exceed thirty-five (35) feet. No lot or structure situated on any lot shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution or for any business, manufacturing or commercial purposes whatsoever.

4. Compliance With Zoning Code. No structure shall be erected, altered or permitted to remain on any lot unless it complies with the requirements of the zoning code of the City of Jacksonville, Duval County, Florida.

5. Minimum Square Foot For Residential Dwelling. No residential dwelling shall be erected, altered or permitted to remain on Lots 1, 2, 3, 4, 5, 7, 8, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 unless the heated square footage area thereof, excluding all screened porches, garages and storage rooms, shall equal or exceed 1,800 square feet, (except that such structures on Lots 9, 10, 11, 12, 13, 14 and 15 must equal or exceed 2,000 square feet), unless waived in writing by the Developer or, if the Developer is not the owner of any of the lots, by a majority of the then lot owners, or any committee established by the lot owners for the purposes of architectural and other control of the use of the property.

6. Site Distance at Intersections. No fence, wall, sign, hedge, tree or plantings shall be placed or permitted to remain on any corner lot unless the foliage line or other obstruction is maintained at a height sufficient to prevent obstruction of site lines of vehicular traffic and to meet government requirements.

7. Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used for or maintained on any lot which causes interference with the television or radio reception of any other lot.

8. Setback Lines. No building, structure or residential dwelling shall be erected or permitted to remain on any lot nearer to the front lot line than 25 feet nor nearer than 7.5 feet to any side line of any lot nor nearer than 20 feet to the rear line of any lot.

9. Developer's Right to Resubdivide. Developer reserves the right to resubdivide the lots provided that no residence shall be erected upon or any residence allowed to occupy the resubdivided lot or fractional part thereof having an area less than is required by the zoning ordinances of the City of Jacksonville, Duval County, Florida. The restrictions contained herein shall continue to apply to any resubdivided lot.

10. All Structures To Be Approved By Developer. The Developer reserves the exclusive power and discretion to control and approve all of the buildings, sheds, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, fence, wall, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached or detached from the residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration be made, unless and until building plans and specifications covering same have been submitted to and approved by the Developer in writing. The building plans and specifications submitted to the Developer must show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot, including the location of all trees, the approximate square footage, construction schedule and other such information as the Developer shall require, including plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications, including location and orientation on the lot, and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and lot location and grading and landscaping

plans, the Developer may take into consideration the suitability and desirability of proposed construction and materials to be used. In the event Developer fails to approve or disapprove the plans, specifications, and other matters required to be approved under the terms of this paragraph within thirty (30) days after receipt thereof by Developer, such approval shall not be required and the provisions of this paragraph shall be deemed to have been complied with. Notwithstanding anything contained herein to the contrary, no tree(s) may be removed during construction without the prior written consent of Developer. The Developer may require changes in the location and orientation of the structures in order to save trees. No clearing of the lot or any part thereof shall be commenced unless and until the building plans and specifications (as described in this paragraph) have first been approved by the Developer in writing.

11. Completion of Commenced Construction; Sanitary Facilities.

When the construction of an approved residence or other building or improvement is begun, work thereon shall be performed diligently and continuously until the full completion thereof. All structures shown on the plans and specifications approved by the Developer must be completed within six (6) months after the start, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. This requirement may be waived by the Developer. At the time construction or clearing is commenced (and through completion of construction), the owner will cause a portable sanitary disposal unit to be placed and maintained on the property for use by workers.

12. Destruction Or Damage to Subdivision Improvements.

Lot owners shall be responsible for any and all damage caused to subdivision improvements, including but not limited to curbs and gutters, water hydrants, sidewalks erected by anyone, power poles and fences, whether the same be caused by the lot owner or the lot owner's employees, agents, invitees, guests, contractors or subcontractors.

13. Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. The number of dogs which an owner may have shall not exceed two. If, in the sole opinion of the Developer, the animal or animals become dangerous or create a health hazard or an annoyance or nuisance to other residents on the property or surrounding areas, or shall become destructive of wildlife or property, they may not thereafter be kept on any lot. All applicable laws of the City of Jacksonville, Duval County, Florida, including vaccination and leash laws shall be complied with at all times by the owners.

14. Parking of Wheeled Vehicles.

No wheeled vehicles of any kind, boats, or any offensive objects, may be kept or parked on any roads in the property or parked between the road and the residential dwelling on any lot. They may be kept only completely inside a garage attached to the residential dwelling or within the rear or side yard of any lot provided the same are sufficiently screened so as to be obstructed from view from the roads. Notwithstanding the foregoing, private automobiles or trucks of the occupants of a residential dwelling constructed on a lot and those of their guests may be parked in the driveway on the lot provided they bear no commercial signs. Commercial vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such services. No travel trailers, trailers or recreational vehicles shall be connected to any water well and/or septic tank or used as a place of residence by anyone on any of the lots.

15. Trees.

No tree(s) measuring four inches or more in diameter at a point four feet above the ground may be cut down or removed at any time without the prior written consent of the

Developer. In the event any tree is removed or caused to be removed by an owner, such owner shall also remove the tree stump simultaneously with the removal of the tree.

16. No Offensive Activity - Garbage Disposal. No illegal, noxious or offensive activity shall be permitted or carried on any lot, 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 other owners in the property. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any lot except in a closed sanitary container. The containers shall be green or brown in color and may not be metal. Such containers shall be kept in a sanitary condition within the residence or in an area not visible from the street except during the period awaiting collection. The containers may be placed on the lot for pickup at the times specified by and in accordance with the requirements of the franchise garbage removal utility for the lot, but such containers shall be returned to the above-designated areas promptly after pickup. No fires for burning of trash, leaves, clippings, other debris or refuse or any material shall be permitted on any lot. No owner of a lot shall permit the growth of noxious weeds or vegetation thereon, and each owner shall be responsible for and shall maintain all lawn and landscaped areas within their lot in a sightly manner and condition.

17. No Sheds, Shacks or Trailers. No movable sheds, shacks, trailers, tents or other temporary or movable buildings or movable structures of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of such buildings during the period of actual construction of a residential dwelling and other improvements permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

18. Residing Only In Residential Dwellings. No trailer, basement, garage or any other structure other than a guest house, even if otherwise permitted hereunder to be or remain on any lot, shall at any time be used for residential purposes, whether temporarily or permanently.

19. Signs. No commercial sign of any type 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 Developer, or if the Developer does not own any lots in the subdivision by a majority of the then owners of the lots, or any committee designated by the majority. The Developer or its designated representative or any person having any right to enforce the provisions of this Declaration may enter upon any lot and summarily remove any sign which violates the provisions of this paragraph, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer, its assigned representative, or any person having a right to enforce the provisions of this Declaration liable in any manner for any damages on account thereof.

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

20. Clotheslines - Drying. No clothing or any household fabrics shall be hung on clotheslines erected in front, back or on any side yards.

21. Aerials, Antennas, and Satellite Dishes. No aerials, antennas, satellite dishes or similar objects shall be erected or permitted to remain on any portion of the property.

22. Navigation Rights. Specific restriction is noted relative to any lots abutting the unnamed creek at the north edge of GRAY'S LANDING. Any bridge, walkway or dock to be built to encroach into or over such waterway must provide a clearance of 6' vertically and 8' horizontally for freedom of navigation.

23. Easements For Drainage and Utilities. Developer hereby grants to the present and future owners of lots a perpetual and nonexclusive easement for drainage and utilities as described on the plat of GRAY'S LANDING. These easements shall be appurtenant to and shall pass with the title to each lot whether or not the same are referred to in any deed conveying title or any mortgage encumbering any lot.

Perpetual easements for installation and maintenance of utilities and drainage facilities are reserved for the use of the Developer and/or its assigns as shown on the plat. No construction of any kind shall be placed on any part of any lot in which an easement is reserved, and the owner of any lot subject to such easement shall not acquire any right, title or interest in or to any pipe, wiring, poles, equipment or other appliances placed under said easement areas.

24. Utility Easements. Developer reserves for itself, its successors and assigns and any public or private utility company approved by the Developer furnishing utility services to the property, a nonexclusive and perpetual easement and right over, under and across the property for the installation and maintenance of power, telephone, gas, lighting, water, drainage, cable television and other utilities necessary to service the property, together with the right of ingress and egress over the property. Developer shall have the unrestricted right and power of alienation of the easements and the unrestricted right and power to release the easements.

25. Water Service. Each lot owner is responsible for providing potable water to and for his/her property. Digging or drilling of wells and the use of the water from such wells must be accomplished in accordance with all governmental, regulatory and legal authorities governing such usage.

26. Sewage Disposal. Each lot owner is responsible for providing his/her septic tank disposal system. Installation of such system must be in compliance with all applicable governmental, regulatory and legal entities governing such systems.

27. Telephone, Electric, Gas, Cable Television and Other Utility Lines and Connections. All telephone, electric, gas, cable television and other utility lines and connections between the main utility lines and the residential and other structures located on each lot shall be located underground.

28. Approval of Developer. Wherever in the Declaration the consent or approval of the Developer is required, no action requiring such consent or approval shall be commenced or undertaken until same has been approved by the Developer. Such requests shall be sent to the Developer by certified mail, return receipt requested, postage prepaid, or hand-delivered to the Developer. In the event Developer fails to act on such written requests within thirty (30) days after receipt thereof, the consent or approval of the Developer to the particular action sought in such written requests shall be presumed; however, no action shall be taken by the persons submitting such written requests which violate any of the provisions of this Declaration.

29. Developer May Designate Substitute. The Developer shall have the sole and exclusive right at any time to transfer and assign to such persons or entities as it shall select any and

all rights, powers, privileges, authorities and reservations given to or reserved by Developer in this Declaration. If at any time hereafter there shall be no person entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer herein, the same shall be vested in and exercised by a committee to be elected by a majority of the lot owners. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

30. Amendments and Additions To and Release of Covenants and Restrictions. 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 herein contained; b) to amend this Declaration for the purpose of curing any ambiguity or any inconsistency herein; c) to include in any contract, deed or other instruments hereafter made any additional covenants, conditions, easements or restrictions applicable to the property which do not lower the standards contained in this Declaration, which determination shall be in the sole discretion of the Developer; and d) to release any lot from any part of the provisions of this Declaration which have been violated if the Developer, in its sole judgment, determines such violations to be minor or insubstantial.

31. Amendments To Declaration. In addition to the rights of Developer provided in the preceding paragraph, if the Developer does not own any lots in the property, the persons owning 80% or more of the lots shall have the right to amend or alter the provisions of this Declaration provided, however, any amendments or additions hereto shall conform to the general purposes and standards contained in this Declaration and shall be in conformity with the zoning and building regulations and ordinances of the City of Jacksonville, Duval County, Florida.

32. Additional Restrictions By Individual Lot Owners. No owner of any lot may impose any additional covenants or restrictions on any lot.

33. Legal Actions On Violations. If any person or entity shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for the Developer or any person owning any lot in the property to prosecute proceedings at law or in equity for the recovery of damages against those violating or attempting to violate any provisions hereof or for the purpose of preventing or enjoining all or any such violations or attempted violations, provided, however, that no lot owner shall have any right to maintain a proceeding in law or in equity or any claim whatsoever against the Developer for violating any of the provisions hereof. 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 Developer, its successors or assigns, to enforce any part of the provisions hereof or any obligations, rights, powers, privileges, authorities or reservations contained herein, 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. Lot owners other than the Developer found in violation of any of the provisions of this Declaration shall be obligated to pay attorneys' fees to the successful plaintiff, together with all court costs incurred therein and all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon.

34. Voting. In the event that the Developer does not own any lots and that the owners of a majority of the lots shall have the power to act herein, each owner shall be entitled to one vote for each lot owned. When more than one person owns an interest in a lot, 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 one lot.

35. Invalidation. Each and every of the covenants, conditions, easements and restrictions contained herein shall be deemed independent and severable. The invalidity of one or more or any part of one or more shall in no way affect any of the other provisions which shall remain in full force and effect.

36. Roadways. An equal share of the ownership of all roadways in GRAY'S LANDING is passed to each lot owner. The owners of lots in GRAY'S LANDING shall automatically become members of the owners' association, and the owners' association shall equally share the responsibility for maintenance of said roadways. Each of the lot owners agrees to pay assessments as determined by the owners' association for any upkeep and maintenance of the roadways.

37. Paragraph Headings. Paragraph headings are inserted only as a matter of convenience in reading and for reference and in no way do they define, limit or describe the scope and intent of this Declaration or affect this Declaration.

38. Effective Period. The covenants, conditions, easements and restrictions imposed hereby and as amended and added to from time to time as provided herein shall remain in full force and effect until January 1, 2018, at which time they shall be automatically extended for successive periods of ten years, unless within six (6) months preceding the commencement of any successive ten-year period a written agreement executed by the then owners of a majority of the lots shall be recorded in the office of the Clerk of the Circuit Court of Duval County, Florida, in which agreement any of the provisions contained in this Declaration may be changed, modified, waived or extinguished in whole or in part in the manner and to the extent provided in such written agreement.

DATED this 16th day of August, 1988.

Signed, sealed and delivered
in the presence of:

Melissa J. Marchai
Chack Bates
As to Owens

KEN OWENS ENTERPRISES, INC.

BY: Kenneth Owens
Kenneth Owens
President

AMFED SERVICE CORPORATION

Melissa J. Marchai
Chack Bates
As to Sutton

BY: Roger L. Sutton
Roger L. Sutton
President

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KENNETH OWENS, to me known to be the person described in and who executed the foregoing Covenants, Conditions, Easements and Restrictions for GRAY'S LANDING as President of KEN OWENS ENTERPRISES, INC., a Florida corporation named therein, and he acknowledged to and before me that he executed the same as the act and deed of said corporation.

1988 WITNESS my hand and official seal this 26th day of August

(SEAL)

Melissa J. Marcha
Notary Public State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 5, 1991
BONDED THRU GENERAL INS. LTD.

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROGER L. SUTTON, to me known to be the person described in and who executed the foregoing Covenants, Conditions, Easements and Restrictions for GRAY'S LANDING as President of AMFED SERVICE CORPORATION, and he acknowledged before me that he executed the same as the act and deed of said corporation.

1988 WITNESS my hand and official seal this 26th day of August

(SEAL)

Melissa J. Marcha
Notary Public State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 5, 1991
BONDED THRU GENERAL INS. LTD.

CONSENT AND SUBORDINATION OF MORTGAGES

AMERICAN FEDERAL SAVINGS BANK OF DUVAL COUNTY, the owner and holder of a certain first and second mortgage recorded in Official Records Volume _____, Page _____, and Volume _____, Page _____, respectively, of the current public records of Duval County, Florida, hereby consents and agrees to the filing and imposition of the foregoing Declaration of Covenants, Conditions, Easements and Restrictions for GRAY'S LANDING on the land therein described and does hereby subordinate the lien of its mortgages to the said Declaration.

DATED this 26th day of August, 1988.

Signed, sealed and delivered
in the presence of:

Charles B. Batts
Melissa J. Marcha

AMERICAN FEDERAL SAVINGS BANK
OF DUVAL COUNTY

BY: Roger L. Sutton
Roger L. Sutton
Executive Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Consent and Subordination of Mortgages was acknowledged before me by ROGER L. SUTTON, Executive Vice President of AMERICAN FEDERAL SAVINGS BANK OF DUVAL COUNTY, on behalf of said savings bank, this 26th day of August, 1988.

(SEAL)

Melissa J. Marcha
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 8, 1991
BONDED THRU GENERAL INS. UND.

SCHEDULE A

A portion, part or tract of land, located in Lot 25, FERNANDEZ GRANT, Section 37, Township 1 South, Range 27 East, City of Jacksonville, Duval County, Florida, being more particularly described as follows:

Begin at the Southwesterly right-of-way of Terrapin Creek Lane (also known as Pughsley Lane Relocation) a 60 foot right-of-way as now established and the Northerly boundary of Section 37; thence South $31^{\circ}30'42''$ East, along said Southwesterly right-of-way, 345.22 feet to the Northerly boundary of the land described in Official Records Volume 5923, Page 760 of the current public records of said county; thence South $46^{\circ}46'36''$ West, along said Northerly boundary, 810.54 feet to a point; thence South $30^{\circ}16'29''$ West, continue along said Northerly boundary, 254.09 feet to a point; thence North $37^{\circ}58'34''$ West, 128.37 feet to an iron; thence South $61^{\circ}15'35''$ West to the waters of Dunns Creek, a distance of 309.67 feet, more or less; thence Northerly and Westerly along the waters of Dunns Creek, 950 feet, more or less, to a point lying South $74^{\circ}36'49''$ West of the Point of Beginning; thence North $74^{\circ}36'49''$ East along the Northerly boundary of Section 37 and the Southerly boundary of land described in Official Records Volume 276, Page 549 of the current public records of said county, 1,489.4 feet to the Point of Beginning.