

PREPARED BY & RETURN TO:

SCOTT W. FALLAR, ESQUIRE

Crabtree & Fallar, P.A.

8777 San Jose Blvd. ; STE 200

Jacksonville, FL 32217

INSTR # 200440480

OR BK 01277 PGS 1079-1106

RECORDED 12/01/2004 12:25:06 PM

J. M. OXLEY JR

CLERK OF CIRCUIT COURT

NASSAU COUNTY, FLORIDA

RECORDING FEES 239.50

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR AMELIA BAY

THIS DECLARATION is made this 18th day of November, 2004 by KOLLAR BROS., INC., whose mailing address is 4206 Stacey Road, Jacksonville, Florida 32250, hereinafter called "Developer" and is intended to create covenants running with the land described in Exhibit "A" attached hereto and forever binding the owner and his successors and assigns.

RECITALS

A. Developer is the owner of that certain real property (the "Property") located in Nassau County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Developer to develop the Property as a residential community.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restriction, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it is desirable to create a nonprofit association. Amelia Bay Homeowners Association,

Inc., shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restriction, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to Amelia Bay Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "covenants and restrictions").

(b) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(c) "Board of Directors" shall mean and refer to the Board of Directors of

the Association.

(d) "Charges" shall mean and include all General, Special and Parcel Assessments.

(e) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the owners within the Property. To the extent such facilities have been constructed, the Common Areas shall include, without limitation, parks, walkways, signage, utility and drainage easements, and related facilities. Specifically excluded however, are any lakes, ponds or watercourses which are part or parcel of any residential lot or parcel not owned by the Association.

(f) "Developer" shall mean and refer to Kollar Bros., Inc., or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Parcel as defined herein.

(g) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Easements applicable to the Property.

(h) "DRB" shall mean and refer to the Design Review Board as provided in Article VII hereof. The members of the DRB shall be appointed by the Developer.

(i) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(j) "Parcel" shall mean and refer to any plot of land intended as a site for a House. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard.

(k) "Parcel Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Parcel.

(l) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

(m) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Parcel, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder.

(n) "Property" shall mean and refer to that certain real property described in Exhibit "A".

(o) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(p) "Yard" shall mean and refer to any and all portions of any Parcel lying outside the exterior walls of any House constructed on such Parcel and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

(q) "Surface Water or Stormwater Management System" means a system consisting of Ponds which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

(r) "Wetlands" or "Wetlands Buffer" shall mean and refer to all of such areas so designated as such upon the Properties attached as Exhibit "A".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold conveyed and occupied subject to this Declaration consists of that land lying in Nassau County, Florida, which has been more particularly described in Exhibit "A" hereto.

Section 2. No Parcel upon which a house has been constructed shall be further subdivided or separated into smaller Parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Developer shall have the

right to modify the subdivision plan of the property if the majority of the Owners to whom Parcels from such plan have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Parcel may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel except as provided for herein.

Section 3. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Developer while the Developer is a Class B Member. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for as long as, more than one member holding an interest in that Parcel lawfully seeks to exercise it.

(b) Class B. Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Developer has conveyed over one hundred percent (100%) of the Parcels within the Property or when the Developer, in his sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon the termination of its Class B membership, the Developer shall be a Class A Member so long as he owns any Parcels.

ARTICLE IV

OWNERS'S RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and

to the Common Area, which will be appurtenant to and shall pass with title to every Parcel, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property of facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Developer or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

(g) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any Owner for any period during which any assessment against such Owner's Parcel remained unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations.

Section 2. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Parcel, subject to the provisions of the Declaration and the Association Articles of Incorporation, Bylaws and Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Parcel Assessment.

ARTICLE V

ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation, the Bylaws, promulgated Rules and Regulations, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions restrictions and limitations set forth in the Declaration: operate, maintain and administer all Common Areas, signs, associated landscaping and irrigation systems within the Property, administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Parcel in a neat, clean and attractive condition. This is imperative. In the event an Owner fails to do so, the Association shall have the right to clean up the Parcel, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screens and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third

parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Parcel Assessment, as the case may be.

Section 5. The Association may establish security procedures for the Property. Such procedures may be adopted and from time to time and changed by the Association as the Association Board of Directors chooses in its discretion. Security procedures adopted and provided by the Developer or the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither the Developer nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this 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 Parcel against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Parcel at the time when the charges were levied, and of each subsequent Owner. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of incorporation and 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, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Parcel within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Parcel 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 for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 3

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Parcel, or any other maintenance or special services provided to such Parcel or its Owner, the cost of which is not included in the General Assessment.

Section 5. The initial Assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner by the Developer.

During the initial year of ownership, each Owner shall be responsible for the prorata share of the General or Special Assessments charged to that Owner's Parcel, prorated to the date of closing based upon a thirty-day month.

Section 6.

(a) Any charges not paid within fifteen (15) 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 shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All charges against any Parcel 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 Parcel. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Parcel, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Parcel, 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, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Parcel.

Section 7. The Treasurer of the Association, upon demand of any Owner liable for charges and for a reasonable charge, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of the year.

(b) Developer shall determine the Association budget for the fiscal year in which a Parcel is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas, including but not limited to, Wetlands and Wetlands Buffer;

(c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(d) All properties owned by the Developer so long as such property is not being occupied for business or residential purposes. The Developer may assign this

exemption right to any entity which acquires two or more Parcels for construction and resale purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

Section 10. In the event the Common Areas owned by the Association are taxed separately from the Parcels deeded to Owners, the association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

Section 11. At Closing, Owners shall make a contribution to the working capital of the Association in the amount of Four Hundred and No/100 Dollars (\$400.00). The working capital contribution will be placed in the general fund of the Association and may be used to fund deficits in the annual budget.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Parcel Owner agrees to be bound hereby.

Section 2. The Developer shall establish the Design Review Board (the "DRB"), which shall consist of up to three (3) members who may or may not be members of the Board of Directors, provided that prior to the termination of Developer's right to appoint and remove officers and directors of the Association, Developer reserves the right to appoint a majority of the members of the DRB, which appointees do not have to be Owners. Each DRB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove DRB members which Developer has appointed. The DRB shall meet at least monthly at such places as may be designated by the Chairman of the DRB. One (1) member shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the DRB on any matter before it. The DRB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order

to advise and assist the DRB in performing its functions as set forth herein.

Section 3. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a plan of such construction or alteration shall have been approved in writing by the DRB. Modifications subject to DRB approval specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of fences; additions of awnings, shutters, gates, flower boxes, shelves, statutes or other outdoor ornamentation; installation of patterned or brightly colored internal window treatments; any alterations of the landscaping or topography of the Parcel, including without limitation planting or removal of trees in excess of six (6) inches in diameter at three (3) feet height; planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property; and all other modification, alterations or improvements visible from Common Areas or other Parcels. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

Section 4.

(a) The DRB shall establish design and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. The standards and procedures shall be published in writing and made available to all Owners and Builders. It shall be the responsibility of each Owner to obtain a copy of the standards and procedures prior to commencement of the design process of the House or other improvements, and to deliver a copy thereof to the Owner's building architect, contractor, and/or landscape designer, as the case may be.

(b) The plans to be submitted to the DRB for approval shall include (i) two (2) copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the DRB may deem appropriate. One (1) copy of such plans, specifications and related data so submitted shall be retained in the records of the DRB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the DRB based upon

compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the DRB's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely esthetic considerations which, in the sole opinion of the DRB, will affect the desirability or suitability of the construction. The DRB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. Following approval of any plans and specifications by the DRB representatives of the DRB shall have the right during reasonable hours to enter upon and inspect any Parcel and House, or other improvements, with respect to its construction as underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the DRB shall determine that such plans and specifications have not been approved or are not being complied with, the DRB in its own name, or in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Approval or disapproval of the applications shall be given to the applicant in writing by the DRB in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within forty-five (45) days after complete submittal has been made to the DRB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed denied.

(e) After approval by the DRB, the proposed improvements must be substantially commenced within twelve (12) months, or approval must once again be obtained from the DRB as provided herein. Once commenced, the construction must proceed diligently.

Section 5. Any Owner may appeal an adverse decision of the DRB to the Board of Directors, who may reverse or modify the decision of the DRB by the majority vote of the Directors.

Section 6. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the

Association nor the DRB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII

USE OF PROPERTY

Section 1. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

(a) Nothing shall be erected, constructed, planted or otherwise place on a parcel in such position so as to create a hazard upon or block the vision of motorists upon any of the Common Roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration.

(b) All Houses constructed on Parcels shall have a minimum of 2,400 square feet of heated and air conditioned living space, as well as a two (2) car garage, which may be attached or detached. A guest cottage if built simultaneous with or before the main house will be included in the 2,400 minimum square feet. A side or courtyard entry garage, which does not face the street shall be required except when approved by Declarant. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors, which shall be maintained in useful condition and shall be kept closed when not in use. Carports will not be permitted. No house footprint may exceed a Parcel coverage of 50% of the Parcel.

(c) Each House shall be located on the Parcel in the following manner:

1. not nearer than twenty-five feet (25') from the front Parcel line;
2. not nearer than twenty-five feet (25') from the rear Parcel line;
3. not nearer than seven and one-half feet (7 ½') to any side Parcel line;
4. no building shall be located closer than 10 feet from any existing building on the same Parcel, nor closer than 20 feet from any existing building on any adjoining Parcel. The

Declarant shall be empowered to issue a variance in regard to the above measurements as it may deem prudent, and the Declarant may assign such power.

(d) All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from Common Roads and adjacent properties. Any such visual barrier may consist of either fencing or landscaping and planting which is approved by the DRB in accordance with the terms of this Article.

(e) Each Parcel not owned by Developer shall be used, improved and devoted exclusively to residential use by one Family. No use of Parcels which will require any occupational license shall be permitted. An owner may not lease his home for a term of less than six (6) consecutive months. Nothing herein shall be deemed to prevent the Owner from leasing his home for a term of not less than six (6) consecutive months, subject to the provisions of the Association Articles, Bylaws and rules and regulations and this Declaration, as they may be amended from time to time. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Association Articles, Bylaws and rules and regulations or this Declaration.

(f) No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other Parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

(g) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain and repair such portion of the Property. No waste will be committed in the Common Areas.

(h) Nothing shall be done or kept on any Parcel or in the Common Areas which will increase the rate of insurance for the Property or any other Parcel, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Parcel or in the Common Areas which will result in the cancellation of insurance on the Property or any other Parcel, of the contents thereof, or which will be in violation of the law.

(i) Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

(j) Pets of the customary household variety, such as cats, dogs, pet birds and fish may be kept by an Owner of his Parcel, but only if such pets do not cause a disturbance or annoyance on the Property and are not raised for any commercial use. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. No more than two (2) dogs per household and not more than two (2) cats per household (or combination thereof) will be allowed. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Parcel. The Association reserves the right to demand that an Owner remove such pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration. No equine or bovine animals (horse, mule, burrow or cow), will be allowed. Animals shall be kept for the pleasure of Deeded Parcel Owners only and not for any commercial use or purposes. If in the discretion of the Declarant or the Association any animals shall exhibit dangerous propensities or become an annoyance or a nuisance to other Owners, or destructive of wildlife or property, such animals shall be immediately removed and may not thereafter be kept on a Deeded Parcel. Animals not identified in this paragraph are not approved, but may be petitioned for approval by the Declarant or the Association.

(k) Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Parcel, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors which approval may be withheld in its discretion. Notwithstanding the foregoing, the Developer shall be permitted to post and display advertising signs on the Property and the Association Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(l) No obstruction or visibility of street intersections shall be permitted. The DRB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

(m) No clothesline, or other clothes drying facility, shall be permitted in the Common Areas, Yards or any area of the Property wherein the same may be visible

from any Common Road or any other Parcel.

(n) All garbage and trash containers must be placed and maintained in accordance with Association rules and regulations. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(o) No exterior radio or television antenna, satellite dish or other receiver or transmitting device larger than one meter in diameter or any similar exterior or structure or apparatus may be erected or maintained on any Parcel. All such devices are to be adequately screened from view by passing motorists and neighbors.

(p) Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Areas or adjacent Parcels. No window air conditioning units shall be installed in any House.

(q) No structure of a temporary character, trailer, tent, shack, shed or other outbuilding shall be permitted on any Parcel at any time, other than:

(i) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB;

(ii) Temporary structures installed by Developer during the initial construction period;

(iii) Temporary structures on any Parcel during the period of actual construction on that Parcel. Such structure shall be reasonably neat in appearance, no larger than eight feet (8') by ten feet (10') and shall be placed on the Parcel no further forward than the main residential building; and

(iv) Tents or other temporary structures for use during social functions.

(r) No visible fuel or gas storage tanks may be affixed on any Parcel. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area of his Parcel as specifically approved by the DRB.

(s) No soliciting will be allowed at any time within the Property.

(t) The portions of the House visible from other Parcels and the Common

Areas, and all Yards and entrances, must be kept in an orderly condition so as not to detract from the near appearance of the Property. The Board of Directors, in its sole discrepancy may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process.

(u) On all Parcels, no trees larger than eight inches (8") in diameter at a height of ten feet (10') above ground level may be removed outside of the building zone of ten feet (10') from the main dwelling and accessory uses, without written approval of the DRB.

(v) The Builder or Contractor shall supply and install all mailboxes and name signs for such mailboxes which must be approved by the DRB. The DRB shall develop a uniform mailbox standard.

(w) No fence or wall shall be erected without approval by the DRB. No fences shall be installed which restricts or prohibits ingress and egress as granted by easements herein. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the DRB to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Declarant reserve the right to release areas such as sewer lift stations, playgrounds, garbage collection areas, etc., from the above fence restrictions.

(x) Subject to the terms of this section, no commercial vehicles, boats, or trailers of any type shall be permitted to be placed on any Residential Parcel. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair on a Residential Parcel. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the Parcels. For purposes of this paragraph, a vehicle which his $\frac{3}{4}$ ton or less truck used as transportation to and from the Residential Parcel Owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted on a Residential Parcel unless specifically approved by the DRB.

(aa) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer and its agents, employees, successors and assigns to maintain and to carry on such facilities and activities as may be reasonably required, convenient or incidental to the

completion, improvement and sale, or the developing of, the Parcels and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided the location of any construction trailers of any assignees of Developer's rights under this section shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses as model residences or as offices for the sale of Parcels and for related activities. Developer's right of use, as described hereinabove, shall continue even after conveyance of any of all of the Common Areas to the Association.

(bb) No construction activity, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials, shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the following day.

Section 2. The Board of Directors may, from time to time, adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels and Common Areas, and facilities or services made available to the Owners.

Section 3.

(a) For the purpose of preserving an environment for the migratory bird population, no trees which remain on any of the Common Areas at the time of the closing of the purchase and sale of the first Parcel shall be felled, removed or cut down unless such tree represents a hazard to the improvements upon any part of the Property and/or to persons occupying or utilizing any or all of the Property.

(b) The Developer has, to the greatest extent possible, utilized canopy and understory species of vegetation native to the Property in landscaping the Common Areas. Accordingly, the landscaping of the Common Areas shall be maintained substantially as it exists at the time of the closing of the purchase and sale of the first Parcel.

Section 4. Compliance.

(a) It shall be the responsibility of each Owner to conform and abide by the rules and regulations in regard to the use of the Parcels and Common Areas which may be adopted in writing from time to time by the Board of Directors, or the DRB, and to see that his family members, guests, tenants, employees, agents and contractors

do likewise.

(b) Upon violation of any of the rules and regulations adopted as herein provided, or upon violation of any 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 Parcel as determined by the Board of Directors or 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 attorneys fees in such suit.

Section 5. Employees, agents and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, the said Association assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

Section 6. Surface Water or Stormwater Management System. The Amelia Bay Homeowners Association, Inc. shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 7. Maintenance and operation of swales. The owner and successors in interest shall be responsible for the maintenance, operation, and repair of the swales on the property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other St. Johns River Water Management District . Filling, excavating, or otherwise obstructing the surface water flow in the swales is prohibited. Prior to home construction by property owners, Association shall mow and provide maintenance as deemed necessary for individual parcels with the

budget to reflect such costs. Upon completion of construction, an owner may petition the Association to stop maintenance on the owner's parcel and have the Association dues adjusted down to reflect the pro rata portion of the Association's mowing and related costs.

ARTICLE IX

AMENDMENT

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE X

ENFORCEMENT

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

ARTICLE XI

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1.

(a) Developer reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Parcel line for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Parcels, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This

easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

(b) Developer hereby reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Parcel line for access, ingress, egress and for drainage. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain drainage facilities and equipment on the Property, to excavate for such purposes and to affix and maintain pipes under the Parcels, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to rather than in place of, any other recorded easements on the Property.

Section 2. Developer reserves for itself and for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up payment or to take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer, or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer, or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer, or the Association, and shall not be construed to obligate Developer, or the Association to take any affirmative action in connection therewith.

Section 3. Developer hereby reserves for itself, the Association and the Owners an easement over and under all lakes and retention ponds within the Property for drainage of surface water.

Section 4 To the extent that any improvements constructed by Developer on, or if any Parcel encroaches on, any other Parcel or Common Area, whether by reason of any deviation from the subdivision plan of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

ARTICLE XII

GENERAL PROVISIONS

Section 1. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of Nassau County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 4. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or had delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 5. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner

(including the Developer) or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 6. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 7. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 8. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.

(a) Subject to the provisions of Article X, Section 9, Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein.

(b) Subject to the provisions of Article X, Section 9, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Parcel or the Common Areas is materially and adversely altered thereby.

(c) This Declaration may be also amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by (i)

a majority vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of Nassau County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 10. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on the Parcels encumbered by Mortgages. Any such consent requested by Developer of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

Section 11. Any and all legal fees including but not limited to attorneys' fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Parcel in favor of the Association.

Section 12. This Declaration shall be construed in accordance with the laws of the State of Florida.

Section 13. All rights and privileges herein conferred by the Developer shall be exercisable by such successor in title as is designated by Developer. In addition, all rights and privileges herein contained shall be assignable by Developer.

Section 14. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

Section 15. The Owner, or Owners, of all Parcels abutting the lakes within the Property shall, by virtue of having acquired said Parcels subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, and have agreed to indemnify Declarant and save Declarant 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 any occurrence in, upon or at or from the lakes, or any part thereof, or occasioned wholly or in part by any act of omission of Owners, Owners' agents, contractors, employees, servants, licensees, or concessionaires with the Property.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Easements, Covenants, Conditions, Restrictions and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

KOLLAR BROS., INC.

Theresa Ridgeway
Theresa Ridgeway

John T. Kollar
By: John T. Kollar
Its: President

Scott W. Fallar
Scott W. Fallar

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of November, 2004, by JOHN T. KOLLAR, President of KOLLAR BROS., INC., who () is personally known to me or () has produced _____ as identification and who did take an oath and acknowledge that he executed same on behalf of the corporation.

Scott W. Fallar Notary Public
(Seal Below)

Name Stamp:

Page 27 of 27

F:\DOCS\TLR\KOLLAR\HOA\c&rs.wpd

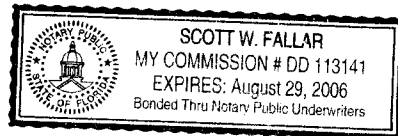


EXHIBIT A

A portion of Section 32, Township 2 North, Range 28 East, Nassau County, Florida. Said portion being more particularly described as follows:

Begin at the Northeast corner of said Section 32; thence South 00 degrees 17 minutes 38 seconds East along the Easterly line of said Section 32 a distance of 1475.09 feet to a point; thence South 80 degrees 15 minutes 14 seconds West, a distance of 1346.68 feet to a point; thence North 00 degrees 26 minutes 59 seconds West, a distance of 574.12 feet to a point; thence North 00 degrees 04 minutes 11 seconds West, a distance of 179.95 feet to a point; thence South 89 degrees 49 minutes 57 seconds West, a distance of 194.60 feet to a point located on the Easterly right of way line of State Road No. 107 (an 80 foot right of way as now established); thence North 28 degrees 04 minutes 56 seconds East along said right of way, a distance of 1328.70 to a point located on the Northerly line of said Section 32; thence North 89 degrees 51 minutes 42 seconds East along said Northerly line, a distance of 1465.89 feet to the Point of Beginning.