

**Oceanview Estates Owners Association Inc.  
Declaration of Covenants  
Use and Maintenance Rules**

**The following excerpt from the covenants governing the property under lease are made part of the lease contract and are intended to be followed by the leaser and lessee alike.**

**ARTICLE VI — USE RESTRICTIONS**

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration:

**Section 1. Use of Lots.** Each lot shall be used for a single household and for residential, non-commercial purposes only, except as provided herein. Nothing herein shall be construed to prohibit leasing of the Lots or the Improvement thereon, provided that such leases are in compliance with Section 5 hereof. Notwithstanding the foregoing, Declarant shall have the right to use any Lot or Dwelling Unit as a real estate sales office so long as that Lot or Dwelling Unit is owned by or leased to Declarant.

**Section 2. Insurance.** No use shall be made of any Lot or of the Common Area, if any, which will increase the rate of insurance upon the Property or any Lot, without prior consent of the Association or the Owner of any affected Lot. No Owner shall permit anything to be done or kept on the Owners Lot or on the Property or Common Area, if any, which will result in cancellation of insurance on any Lot or any part of the Property or Common Area, if any, or which will be in violation of any law. No waste shall be committed in the Common Area, if any.

**Section 3. Nuisances.** No noxious or offensive activity shall be allowed upon the Property, or upon any Lot, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Property or any Lot by Owners or the Association. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist on the Property or any Lot.

**Section 4. Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having Jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

**Section 5. Leasing.** All leases of the Lots or improvements thereon must be for a minimum of six (6) months and must provide that the lessee shall be bound by the provisions of this Declaration and any noncompliance by such lessee shall be the responsibility of the Owner. This section shall not apply to lease by an Owner to the Declarant of premises for use as a real estate sales office.

**Section 6. Detached Structures and Objects.** None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless the same are located wholly within the rear yard and obscured from view from any street or any adjacent Lot or located in such manner that the same are obscured from view from any street or any adjacent Lot: pens, yards, platforms, and houses for pets, hothouses, greenhouses, above ground storage or construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, tool shops and workshops, play houses, outdoor fireplaces, barbecue pits, garbage and trash cans and receptacles, and other mechanical equipment and any other structures or object determined by Declarant, the Board or the Committee to be of an unsightly nature or appearance. This provision shall not prohibit Declarant from storing construction materials upon any Lot during construction of improvements thereon.

**Section 7. Temporary. Movable Structures.** Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. This paragraph shall not however prevent the use by Declarant of a temporary construction shed during the period of actual construction of Units upon Lots hereunder, nor the use of adjacent sanitary toilet facilities for workers during the course of such construction, nor the use of any Lot or Unit thereon for a sales office so long as such Lot is owned by Declarant.

**Section 8. Window Air Conditioner.** No window air conditioner unit shall be installed in any building upon any Lot without the prior written consent of Declarant, the Board, or the Committee.

**Section 9. Antennas.** No radio or television aerial antenna or satellite dish antennas or any other exterior electronic or electric equipment or device of any kind shall be installed or maintained on the exterior of any building located on a Lot, or on any portion of any Lot not occupied by a building or other structure, unless and until Declarant, the Board or the Committee shall have approved of the location, size and design thereof and the necessity therefore.

**Section 10. Mail Boxes.** There shall be no mail boxes or newspaper boxes unless approval therefore is given by Declarant, the Board or the Committee, which shall also require approval as to the initial and approval as to continued location, size and design.

**Section 11. Trash.** Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot or street which shall also require approval as to the initial and approval as to

continued location, size and design.

Section 12. Parking. Storage. Repairs Except for passenger cars and pickup trucks for personal use, no vehicles (including, without limitation, boats, trailers, motor homes, mobile homes and recreational vehicles), nor any junk, abandoned, disabled or inoperable vehicles, including passenger cars and pickup trucks for personal use, nor any similar property shall be kept on any street or driveway or stored on any Lot except within a garage, or fully fenced rear yard. No repairing or overhauling of any vehicles is allowed on any part of the Property or a Lot. No vehicle shall be parked in any portion of a Lot which is not paved as a driveway or parking area, Notwithstanding the foregoing, Declarant shall have the right to maintain temporary additional parking upon any Lot owned or leased by Declarant and used as a real estate sales office.

Section 13. Condition of Lots. Each owner shall maintain the entire Lot (and the improvements thereon) in a neat and clean condition at all times. No trash, garbage, rubbish, debris, refuse or unsightly objects shall be allowed to be placed accumulated, or suffered to remain anywhere on any Lot or street.

Section 14. Drying. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Lot or any street.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot or other portion of the Properties, There shall be allowed no more than two (2) domesticated dogs, cats or other household pets for each Unit provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and provided that such pets shall not be permitted to run free. If, in the sole discretion of Declarant or the Board, any of said pets become dangerous or an annoyance or nuisance to other residents of the Property or surrounding areas destructive of wildlife or property, they must not thereafter be kept on the Property.

Section 16. Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property without the prior written consent of the Declarant.

Section 17. Garbage Collection. Each Owner shall contract with a garbage collection company or agency to remove garbage, trash and rubbish from such Owners Lot.

Section 18. Additional covenants and Restrictions. Other than Declarant, no owner of any part of the Property shall, without the prior written approval of Declarant, impose any additional covenants and restrictions on any part of the Property.

Section 19. Regulations. Reasonable regulations and rules concerning the use of the Property may be promulgated, modified or amended from time to time by the Board; provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of each class of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

Section 20. Fences. No chain link fence shall be erected upon any portion of the Property. Any wooden fence shall either be unfinished or have clear sealant applied. No fence shall be erected on any Lot in the area between the building foundation line at the front of the Dwelling Unit (and the extension of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling Unit. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location and height thereof has been approved in writing by the Association or the Architectural Committee (as defined in Article V hereof) as to the harmony of composition, materials, color, design and height in relation to surrounding structures and topography. The Association and Architectural Committee shall require the composition, materials, color, design and height of any fence to be consistent and harmonious with other fences on the Property, if any. All fences shall comply with the requirements of Article V Sections 2-3 hereof. All fences shall be six (6) feet in height except the portion of any fence adjacent and parallel to a lake or pond, which shall be no more than four (4) feet in height, with the last eight (8) feet of the six foot high sides connecting to the four foot high portion being slanted. The restrictions of this paragraph shall not apply to a Lot owned by or leased to Declarant and used as a real estate sales office, so long as such Lot is used for that purpose:

Section 21. Window Coverings. No aluminum, tinted or reflective glass or other tinted or reflective material shall be permitted on any window of any building or other improvement on the property. No objects which are unsightly or offensive in the sole opinion of the Board or the Committee shall be placed in the windows so as to be visible from the street or other property.

Section 22. Exterior Appearance. In order to preserve the architectural consistency and the uniform appearance of the improvements constructed upon the Property, no alteration or changes shall be made to the exterior of any Dwelling Unit or Improvements constructed upon the Property (including changes in color or painting of exterior surfaces, installation of exterior lighting or hardware of a different type of appearance from that originally constructed, installed or applied by Declarant) without prior written consent from the Board or the Architectural Committee as required by Article V hereof.

Section 23 Garages. No garage on any Lot shall be enclosed or converted for use as part of the living area of a Dwelling Unit, or used for any purpose other than that for which it was originally constructed.

Section 24. Signs No sign of any character shall be displayed or placed upon any lot except 'For Rent' or 'For Sale'

signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height and design specified by the Developer which follows City Codes, in no event shall any such permitted sign exceed 24 inches by 36 inches in size. The Developer may enter upon any building plot and summarily remove, without notice, any signs which do not meet the provisions of this paragraph.

Section 25. Commercial Signs. Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial or display signs, of whatever size and type determined by Developer, and such temporary dwellings, model houses and other structures as the Developer may deem advisable.

Section 26 Trees. No tree(s) more than four (4) Inches in diameter at breast height may be cut down or removed at any time after occupancy without the prior written consent of the Board or Committee, and in all events, consent must first be obtained from the City of Fernandina Beach, Florida, if required by applicable ordinance. This provision does not apply to Declarant, nor to pine trees, nor to any tree(s) which poses an immediate threat to health or safety by reason of but not limited to being dead, diseased or damaged.

## ARTICLE VII — EXTERIOR MAINTENANCE AND LANDSCAPING

Section 1. Building Maintenance. Each Owner shall maintain In good order and repair the exterior of the building located upon such Owner's Lot, in the event an Owner of any Lot In the Property shall fail to maintain the premises and the improvements situated thereon In a manner satisfactory to the Board, then the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents, and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon, The cost of such exterior maintenance shall be due and payable Immediately, shall be added to and become part of the assessment to which such Lot Is subject, and shall be secured by the lien for assessments.

Section 2. Easement for Building Maintenance. The Owner of each Lot (the "Servient Lot") by acceptance of the Owners deed, grants to each adjacent Owner, said Owner's agents and employees the right of ingress and egress over the Servient Lot for the purpose of maintaining and repairing the adjacent Owner's Lot as required herein, Any such entry except In the case of an emergency shall be during reasonable hours and done so as to minimize any disturbance of the Servient Lot Owner's property use and upon completion of the maintenance, the Servient lot shall be restored to its condition prior to entry. In addition, the Association and Its authorized agents are hereby granted an easement of ingress and egress over each and every lot for the maintenance and repair required by the Declarant, and doing other work reasonably necessary for the proper maintenance and operation of the Property and the improvements thereon.

Section 3 Landscape and Weed Control Each Lot, including the portion of the Lot between the street pavement and the right of way line shall be landscaped and maintained. No gravel, rocks, artificial turf or similar material shall be permitted as substitute for a grass lawn. No fences shall be permitted on the portion of the Lot between the Dwelling Unit and the adjacent public street. The composition, location and height of any fence to be constructed on any other portion of the Lot shall be subject to the approval of the Association. To the extent permitted by the City of Fernandina Beach, the Association shall maintain the landscaping upon any median areas within the streets as shown on the P1st. The provisions of this paragraph shall not apply to a Lot owned by or leased to Declarant for use as a real estate sales office, so long as the Lot and improvements thereon are used for that purpose. Each building plot, whether such plot be improved or unimproved, shall be kept free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall be kept at all times In a neat and attractive condition. Any owner whose lot includes any portion of a lake or pond shall be required to maintain such grass, plantings or other lateral support to prevent erosion of the embankment adjacent to the lake or pond above the water line and no plants may be allowed to extend Into or grow into the lake or pond, except the Association shall maintain any portion of the embankment described in Article IV, Section 2(b). in addition, the height, grade and contour of the embankment shall not be changed without the prior consent of the Association.

In the event the owner of any building plot fails to comply, the Association or Declarant shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth, and weeds and rubbish and any unsightly or undesirable things and objects there from, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property In a neat and attractive condition or In the manner required in this Declaration all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Association as described in Section 1 above.