

FIRST AMENDMENT TO THE COVENANTS AND RESTRICTIONS COBBLESTONE UNIT 5-A, DUVAL COUNTY, FLORIDA

Prepared By & Return To: Rene Dostie, Jr. - Dostie Builders, Inc. 2960 Hartley Road Jacksonville, FL 32257

WHEREAS, Dostie Builders, Inc., a Florida corporation ("Developer") is the owner of that land in Duval County, Florida more particularly described in that plat of Cobblestone Unit 5-A, recorded in Plat Book 46, pages 9 and 9A of the Public Records of Duval County, Florida;

WHEREAS, the Developer restricted the use of said land by the Covenants and Restrictions of Cobblestone, Unit 5-A, Duval County, Florida dated February 15, 1990, and recorded in Official Records Book 6848, pages 2308 through 2319 inclusive, of the Public Records of Duval County, Florida ("Covenants");

WHEREAS, the Developer reserved the right in paragraph 35 of said Covenants to amend the Covenants and Developer now wishes to amend the covenants;

NOW THEREFORE, the Developer does hereby amend the Covenants by the adopting of the attached Amended and Restated Covenants and Restrictions.

IN WITNESS WHEREOF, the First Amendment to the Covenants and Restrictions of Cobblestone Unit 5-A has been executed on this 5th day of April, 1990, by the Developer, acting by and through its duly authorized officer.

Signed, sealed and delivered in the presence of:

Handwritten signatures of witnesses on two lines.

DOSTIE BUILDERS, INC., a Florida corporation

BY: [Handwritten Signature]

Its: President

DEVELOPER

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of April, 1990, by Rene Dostie Jr the President of Dostie Builders, Inc., a Florida corporation, on behalf of the corporation.

Handwritten signature of Notary Public, State of Florida

My commission Expires: 10-11-92

COVENANTS AND RESTRICTIONS OFFICIAL RECORDS

COBBLESTONE UNIT 5-A
DUVAL COUNTY, FLORIDA

WHEREAS, Dostie Builders Inc., a Florida corporation, ("Developer"), is the owner of that land in Duval County, Florida, more particularly described in that plat of COBBLESTONE UNIT Five-A recorded in Plat Book 46, pages 9, and 9A of the public records of Duval County, Florida (the "Plat").

WHEREAS, the Developer intends that each of the lots shown on the Plat shall be used solely for residential purposes and wishes to plat certain covenants and restrictions upon the use of all of the lands described on the Plat for the mutual benefit of all the owners of lots located thereon, and therefore intends that these Covenants and Restrictions shall run with the title to the land hereby restricted.

NOW, THEREFORE, The Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all of the land (hereinafter sometimes referred to as the "Property") included in the Plat, and places upon the Property the following Covenants and Restrictions, to run with the title to the Property and all portions thereof. The grantee of a deed conveying any lot or lots, parcels or tracts contained within the Property or shown on the Plat shall be deemed by the acceptance of such deed to have agreed to observe, comply with and be bound by all these Covenants and Restrictions as follows:

1. Lot or Lots: The term "Lot" or "Lots" means the lots shown on the Plat as amended from time to time. For purposes of these Covenants and Restrictions, any combination of contiguous lots or parts of lots under common ownership form an integral unit of lands suitable for use as a residential building site, shall be deemed to be one lot.

2. Single Family Residence Only: Each lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise

Prepared by and Return to: Gene Dostie, Jr.
Dostie Builders, Inc.
2960 Hartley Road
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Provided, no structure shall be erected, altered or permitted to remain on any lot other than one single family residence. The height of the main residence shall not be more than thirty-five (35) feet above the normal surface of the ground. No building or structure shall be rented or leased separately from the rental or lease of the entire lot. Nothing herein shall be construed to prevent Developer from using any lot or portion thereof as a right-of-way for road purposes or for access or utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks except for its foundation. No carports shall be constructed without the prior approval of the Developers.

3. Minimum Square Footage for any Principal Residence:

No principal residence shall be erected or allowed to remain on any lot unless the square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,000 square feet.

4. Maximum Lot Coverage:

The maximum area of a lot covered by all building and structures shall not exceed thirty-five (35%) percent.

5. Set Back for all Structures:

All structures must meet the City of Jacksonville zoning requirements for the zoning classification RS-D. This classification currently sets forth minimum yard requirements as further described herein. No structure of any kind shall be located or permitted to remain between the main residence building and the front lot line. No structure of any kind shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 5 feet to any side lot line, provided that combined side yards shall not be less than 15 feet, nor nearer than 10 feet to the rear lot line.

6. Resubdividing or Platting:

Developer reserves the right to resubdivide or replat any lot or lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be erected upon, nor any resident allowed to occupy a replatted or resubdivided lot or fractional part or parts thereof, having an

less than 6,000 square feet. These restrictions shall
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continue to apply to each lot as replatted or resubdivided except
any lot or lots resubdivided or replatted for road purposes or
easements.

7. All Structures to be Approved by Developer: For the purposes of assuring the development of the Property as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive right and discretion to control and approve the construction of all buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any lot nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation on the lot, 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, approximate square footage, construction schedule and such other information as the Developer shall reasonably require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans that are not, in its opinion, suitable or desirable for any reason, including the purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property or continuous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction, the quality of the proposed workmanship, and quality of the materials proposed to be used.

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8. Sewage Disposal and Water Service: The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure to be built, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for air conditioning purposes. No septic tank may be constructed on any lot. No sewage may be discharged on the open ground or into the marshlands. All sewage must be disposed of through the sewer lines and disposal plant owned or controlled by the utility company, its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

9. Easements: The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown on the Plat. In addition, Developer specifically reserves on each lot three (3) seven and one-half (7½) foot wide easements running the length of the rear and side lot lines of all lots for the sole benefit of Developer or its assigns.

10. No Sheds, Shacks or Trailers: 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. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

11. Fences: Hedges, fences or ~~OFFICIAL RECORDS~~ be built or maintained on any portion of any lot except on the rear or interior side lot line and not closer to the front of the lot than the front line of the main residence; nor closer than 20 feet to a side street when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than eight (8) feet from the normal surface of the ground. No chain link fences shall be erected on any lot. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Developer.

12. Motorists' Vision to Remain Unobstructed: The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgement and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

13. Residing Only in Residence: No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as a residence either temporarily or permanently.

14. Signs: No sign of any character shall be displayed or placed on any lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four (4) square feet, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Developer. The Developer may enter upon any lot and summarily remove any signs which do not meet the provisions of this paragraph.

15. Lake Maintenance: Lake Maintenance will be done jointly by Owners whose property abuts lakes.

16. The owner or owners of all lots abutting the lakes, drainage ditches and filtration systems within the subdivision, by virtue of having acquired said lots subject to these covenants and restrictions, shall be deemed to have assumed all of the obligations and responsibilities of Dostie Builders, Inc., as set

The plat of Cobblestone Unit Five-A as recorded in Plat Book Number 46, Pages 9, and 9A of the current public records of Duval County, Florida, and the St. Johns Water Management District and as such assumes responsibility for their pro rata share of the cost of the treatment, maintenance, preservation and upkeep of the lake, filtration system and water level control equipment, if any.

17. The owner or owners of all lots abutting the lakes, drainage ditches and filtrations systems within the subdivision, by virtue of having acquired said lots subject to these covenants and restrictions, shall be deemed to have assumed all of the obligations and responsibilities of Dostie Builders Inc., as set forth in the Plat of Cobblestone Unit Five-A as recorded in Plat Book Number 46, Pages 9 and 9A of the current public records of Duval County, Florida, and agree to indemnify Dostie Builders, Inc., and save it 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 lake, drainage ditches and filtration system as shown on the Plat or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires within the subdivision.

18. Island Maintenance. The Islands contained within the paved city Right of Ways are the responsibility of all homeowners within Cobblestone Unit Five-A. Homeowners are responsible for all landscaping, and maintenance of said landscaping, in all islands within the paved City Right of Way of Cobblestone Unit Five-A.

19. Exceptions: Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs as Developer deems appropriate and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

20. Aerials and Antennas: No radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure or on any lot unless and until

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The location, size and design thereof shall have been approved by the Developer. As a general rule antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive from the street. No dish or satellite antenna will be permitted. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

21. Pets: Not more than two dogs, or two cats, or two birds (excluding parrots) or two rabbits may be kept on a lot for the pleasure and use of the occupants but not for any commercial or breeding use. If, in the sole opinion of the Developer, the animal or animals are dangerous or any annoyance or nuisance or destructive of wild life, they may not hereafter be kept on the lot. Birds and rabbits shall be kept caged at all times.

22. No Offensive Activities and Conditions: No illegal, noxious or offensive activity shall be permitted or carried on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Property or on any contiguous land. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten (10) inches in height.

23. No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, boats or any other objects may be kept or parked between the street and the residential structures or in the side yards. All such objects shall be completely screened inside a garage or carport or within the rear yard concealed from view from any adjacent lot or roadway. Private automobiles of the occupants bearing no commercial signs and commercial vehicles no larger than a standard van may be parked in the driveway on the lot from the commencement of use in the morning to the cessation of use in the evening. Private automobiles of guests of the occupants may be parked in

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the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailers shall be kept on any lot.

24. Air Conditioners: Unless the written approval of the Developer has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

25. Drying: Outdoor drying of wash must be done in areas that are completely screened from view from adjacent lots and any street. Clothes lines or drying racks must be of the umbrella type, no more than six feet in height from ground level unless otherwise approved in writing by the Developer.

26. Storage of Fuel Tanks, Garbage and Trash Receptacles: All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent lots and any street.

27. Entranceway. The land located at the northeast corner of Monument Road and Cobblestone Parkway is owned by parties affiliated with the Developer and is not a part of the Property or subject to these protective covenants. The owners of this parcel of land have reserved the right to use it for any purpose which they deem appropriate and to alter or remove any improvements thereon, including the fountain which is currently constructed thereon, at any time without consent of any lot owner.

28. Enforcement: Developer reserves the right, but shall have no obligation following ten (10) days written notice to the owner of the lot specifying the violation to enter upon any lot to correct any violation of these Covenants and Restrictions or to take such other action at the expense of the lot owner as Developer deems necessary to enforce these Covenants and Restrictions. The owner of the lot shall pay Developer on demand the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such

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charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer may, at its option, bring action at law against the lot owner personally obligated to pay the same, or upon giving the lot owner ten (10) days written notice of an intention to file a claim of lien against a lot, may file and foreclose such lien. In addition, Developer shall be entitled to bring actions at law for damages or in equity for injunctions for the purpose of curing or correcting any violation of the terms of these Covenants and Restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by Developer to effectuate collection of any charges or to cure or correct any violation of the terms of these Covenants and Restrictions shall be borne by the lot owner. All remedies of Developer shall be cumulative to any and all other remedies provided herein or at law or in equity. The failure by Developer to bring any action to enforce any provision of these Covenants and Restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any lot owner or any other party against Developer.

29. Rights of Mortgages: Notwithstanding anything in these Covenants and Restrictions to the contrary, the lien of Developer for charges incurred in enforcing these Covenants and Restrictions shall be subordinate and inferior to the lien of any mortgage on any lot recorded prior to the recording of a claim of lien by Developer. In addition, any mortgagee holding a mortgage lien on a lot who acquires title to a lot as a result of foreclosure of by deed in lieu of foreclosure or any party who purchases a lot at a foreclosure sale shall not be liable for the charges pertaining to such lot which are chargeable to the former lot owner and which became due prior to such acquisition of title.

30. Invalidity of Part: The ~~1~~ OFFICIAL RECORDS any one of the terms or provisions of these Covenants and Restrictions by judgment or court order shall in no way effect any other provisions, which provisions shall remain in full force and effect. In the event any term or provision of these Covenants and Restrictions is adjudged invalid, then in lieu thereof shall be substituted a term or provision which is valid and enforceable and is as similar as possible to the one adjudged invalid.

31. Headings: The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

32. Approval of Developer: Whenever the approval of the Developer is required by these Covenants and Restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Developer by Registered or Certified Mail with return receipt requested. If Developer fails to act on any such written request within thirty (30) days after the date of receipt by the Developer, the approval of the Developer to the particular action sought shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these Covenants and Restrictions.

33. Evidence of Approval: Whenever approval by Developer is required in these Covenants and Restrictions, same shall mean approval of any Officer of Developer as evidenced by a certificate or other writing signed by an Officer of Developer.

34. Developer may Designate a Substitute: The Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of lot owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part

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or paragraph of these Covenants and Restrictions. Following any such assignment, Developer shall be relieved of the performance of all duties and obligations hereunder. If at anytime hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Developer under these provisions, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on the plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successor or assigns.

35. Amendments or Additional Restrictions: The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions, but all such amendments shall conform to the general purposes and standards of these Covenants and Restrictions, (b) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between these provisions, and (c) to release any lot from any part of these Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation and (d) to amend these Covenants and Restrictions in any manner it deems necessary in order to continue the development of the Property.

36. Subdivision Entrance Sign: The Concrete Block and Stucco Subdivision Entrance Sign located within the Building Restriction Line of Lot 588 will be maintained by the Developer and will be removed by the Developer at his expense at such time as the Developer determines necessary.

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37. Restrictions Effective Period: These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the lands described in the Plat and all portions thereof, and shall remain in full force and effect until the first day of January 2013, and thereafter, shall be automatically extended for successive periods of 25 years each. However, within six months prior to the first day of January 2013, or within six months preceding the end of any such successive 25 year period, these Covenants and Restrictions may be amended, waived or extinguished in whole or in part as to all or any part of the property by a written agreement executed by the then owners of a majority of the lots shown on the Plat and recorded in the Public Records of Duval County, Florida. In the event that any such agreement shall be executed and recorded, these original Covenants and Restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further amended, waived or extinguished in the manner provided in this paragraph.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed on this 5th day of April, 1990, by the Developer, acting by and through its duly authorized officer.

Signed, Sealed, and Delivered in the presence of:

Gay Harvey 037184

Dostie Builders, Inc. a Florida Corporation

BY: [Signature]
Rene Dostie, Jr.
Its: President

DEVELOPER

Mary J. Vainika
FILED & RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

STATE OF FLORIDA
COUNTY OF DUVAL

APR 10 12 15 PM '90

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Rene Dostie, Jr., the President of Dostie Builders, Inc., who executed the foregoing Covenants and Restrictions on behalf of Dostie Builders, Inc. and he acknowledges to and before me that he executed the same as the act and deed of the Corporation.

WITNESS my hand and official seal in said State and County this 5th day of April, 1990.

Mary J. Vainika
Notary Public, State of Florida
at Large
My commission expires: 10-19-92