

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS

From the Board of Directors: The purpose of this proposed amendment is to eliminate certain rights retained by the developer of Oceanview Estates that are no longer in effect. In some cases, the amendments clarify that those rights now belong to the Association; in other cases, the amendments eliminate all reference to them.

Note: Except for section headings, underlined text is added and ~~strikethrough~~ text is removed.

BE IT APPROVED by the members of Oceanview Estates Owners Association, Inc., the Declaration of Covenants, Conditions and Restrictions for Oceanview Estates shall be amended as follows:

Article I (Definitions), Section 1 is hereby amended as follows:

Section 1. "Association" shall mean and refer to ~~THE OCEANVIEW ESTATES OWNERS ASSOCIATION, INC., a Florida corporation, not for profit, or a similarly named corporation, hereafter incorporated by Declarant pursuant to Article III, Section 1 hereof,~~ its successors and assigns.

Article II (Property Rights), Section 3 (Utility Easement and Maintenance), Subsection (a) is hereby amended as follows:

(a) There is hereby reserved to the Association ~~Declarant hereby reserves, unto itself, its successors and assigns,~~ a perpetual, transferable and releasable easement, privilege and right to install, erect, maintain, repair, replace and operate utility lines and facilities (including without limitation, electric, telephone, water, sewerage and drainage lines, cables and conduits; water mains; drainage lines and ditches; sewer lines and force mains; and any other equipment for providing water, sewage, disposal, electrical, telephone, gas, heating, cable television or other communications or utility services) in, over and under all of the following described property (except any portion thereof upon which ~~Declarant~~ has been erected any portion of a Dwelling Unit or other improvements):

- (i) All easements shown on the Plat (whether such easements are shown thereon to be for utility, drainage or other purposes);
- (ii) the rear seven and one-half (7 1/2) feet of each lot;

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS
(CONTINUED)

- (iii) an area five (5) feet in width lying immediately adjacent to and along each interior side lot line of each Lot;
- (iv) all retention areas or ponds, including side slopes and the area lying within ten (10) feet beyond the top of bank;

together with the right of ingress and egress for the purpose of exercising the easements herein reserved. The ~~Declarant~~ Association shall have the unrestricted right and power to alienate, transfer and release privileges, easements and rights referred to in this paragraph and to grant additional non-exclusive easements to utility companies serving the Property to install, operate, maintain, repair and replace utility lines and equipment in the above described easement area. The Owners of each Lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the plat and shall remain private easements and the sole exclusive property of the developer and its successors and assigns. In the event any lot in this plat is subdivided, then the side lot line will be deemed to have been moved according to its new dimensions and the former five foot side line easement, will be deemed to follow on each side of the new lots thus created.

For the avoidance of doubt, no proposed building, structure, grading, landscaping, or other improvement within any of the easements described herein may proceed without the prior approval of the Architectural Review Committee as more specifically described in Article V (Architectural Control). Further, no such building, structure, grading, landscaping, or other improvement may unreasonably interfere with the use of the easement area for the purposes described above and elsewhere in this Declaration.

...

~~(d) — Developer hereby reserves unto itself, its successors and assigns, for the use and benefit of the Additional Land, and any other property now or hereafter owned by Declarant, whether or not the same shall become subject to this Declaration, a non-exclusive, perpetual and transferable easement for drainage over~~

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS
(CONTINUED)

~~and through all drainage ditches, lines, and retention areas, if any, upon the Property.~~

Article II (Property Rights), Section 5 (Additional Easements) is hereby deleted in its entirety, as follows:

~~(a) Additional easements may be reserved or granted by Declarant with respect to any Lot at any time prior to the time that Lot is conveyed to an Owner other than Declarant.~~

~~(b) Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive and transferable easement over the roadway areas as shown on the Plat for ingress and egress and for the purpose of installing utility lines, cables and equipment for serving any other property now or hereafter owned by Declarant, whether or not this Declaration is amended to add such property to the lands encumbered by this Declaration.~~

Article III (Formation of Association, Membership and Voting Rights) is hereby amended as follows:

ARTICLE III - FORMATION OF ASSOCIATION, MEMBERSHIP AND
VOTING RIGHTS

Section I. Formation of The Association. ~~Prior to the sale or transfer by Declarant of the first Lot encumbered by this Declaration, Declarant shall create a Florida Corporation, not for profit, for the purpose of carrying out the responsibilities and exercising the rights set forth in this Declaration to be exercised by the Association. Upon the creation of such Association, Declarant, its successors or assigns, shall make and record in the public records of Nassau County, Florida, a Special Amendment to this Declaration, attaching as an Exhibit thereto a copy of the Articles of Incorporation of the Association, as filed with the Secretary of State of Florida. Such Special Amendment may be made by Declarant, its successors or assigns, without the consent or joinder of any other Owner or the holder of any Mortgage upon any Lot or any interest in the Property. Upon the creation of the Association and the recording of such Special~~

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS (CONTINUED)

~~Amendment, every~~ Every current and subsequent Owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of such Lot shall be the sole qualification of membership.

Section 2. Membership and Voting Rights. The Association shall have ~~two classes~~ one class of voting membership. Each member

~~Class A.~~ Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

~~Class B.~~ The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) One hundred and twenty (120) days after the conveyance that makes the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) Five years after the conveyance of the first lot to a Class A member;

provided however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article III, whichever occurs first.

Article IV (Covenants for Maintenance Assessments), Section 1 (Creation of the Lien and Personal Obligation of Assessments) is hereby amended as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments.
~~The Declarant, for each Lot owned within the Property, hereby covenants, and~~
eEach Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS (CONTINUED)

Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by them.

Article IV (Covenants for Maintenance Assessments), Section 2 (Purpose of Assessments) is hereby amended as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property including but not limited to the following:

(a) For the Improvement and maintenance of the Common Area, ~~if any, which Declarant hereby covenants and agrees to maintain until such time as an Association is formed pursuant to Article III;~~

(b) for the maintenance, improvement and operation of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements, surface and subsurface drainage systems, lakes or ponds and all associated drainage structures serving or providing drainage of the Property, whether on private lots or not; ~~all of which Declarant hereby covenants and agrees to maintain until such time as an Association is formed pursuant to Article III, after which time the Association will be fully responsible for such and indemnify and hold Declarant harmless from any liability, expense, action or claim whatsoever in connection with the maintenance, improvement and operation of the systems;~~

The Association shall maintain the lake(s) or pond(s) within the property notwithstanding that such may be located entirely within one or more Lots. Subject to the rights of the City of Fernandina Beach, Florida, and other

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS (CONTINUED)

governmental authorities, the Association shall have the exclusive right to determine and control water quality and the growth and removal of plants, fungi, waterfowl and animals within the lake(s) or pond(s) and wetlands. This subsection is not intended to supersede any provisions contained in this Declaration or elsewhere that require lakefront lot owners to maintain the embankment adjacent to the lake or pond on their lots, except the Association shall be responsible for maintenance of any shoreline embankment separated by the lake or pond from the portion of the Owners lot upon which the house is constructed;

(c) to maintain in good condition and repair any entrance signs and any landscaping serving any entranceway to the Property described herein, and to maintain any Median areas or other landscaped areas which are within the rights of way as shown on the plat; ~~all of which Declarant hereby covenants and agrees to maintain until such time as an Association is formed pursuant to Article III; and~~

(d) to do anything necessary and desirable, in the judgment of the Association, to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be a benefit to the Owners of the Property.

Article IV (Covenants for Maintenance Assessments), Section 6 (Uniform Rate) is hereby amended as follows:

Section 6. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots, subject to the two tiers of rates set forth in Section 3 above, ~~except that Declarant shall pay a lesser rate as set forth in Section II hereafter.~~ The Assessments are annual and shall initially be collected annually, but the Board may later change the manner of collection to a monthly, quarterly or other basis, i.e., 1/12th, 1/4th, 1/2, of the annual assessment on each Lot payable each month, each quarter, semiannually, respectively, as determined by the Board.

Article IV (Covenants for Maintenance Assessments), Section 10 (Exempt Property) is hereby amended as follows:

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS (CONTINUED)

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority or utility company, and all property designated as Common Area, if any, ~~and model units or sales offices~~ shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

Article IV (Covenants for Maintenance Assessments), Section 11 (Declarant Assessment) is hereby deleted in its entirety, as follows:

~~Section 11. Declarant Assessment. Notwithstanding the foregoing, the Declarant shall be exempt from the annual assessment charged to Owners so long as there is Class B membership as set forth in Article III, except that, after creation of the Association, the Declarant shall pay each month to the Association an amount equal to twenty five percent (25%) of the annual assessment due and payable for the applicable month for each Lot upon which the improvements have been completed, which Developer owns, and which is not used as a residence. At such time as the Lot is occupied, the Owner thereof, whether or not the Owner is the Declarant, shall be liable for the full monthly prorated payments of the annual assessment. Once the Lot has been occupied for residential use it shall always be subject to the payment of the full assessment, whether occupied or unoccupied.~~

~~So long as there is Class B membership, Declarant hereby covenants and agrees that in the event that the total annual assessment revenues of the Association are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.~~

~~The Declarant's assessment whether a partial or full assessment, together with interest, costs and attorneys fees shall be a charge on the Declarant's Lots and shall be a continuing lien upon the Lot against which the assessment is made.~~

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS
(CONTINUED)

Article V (Architectural Control), Section 2 (Approval Rights) is hereby amended as follows:

Section 2. Approval Rights. The Committee, its legal representatives, successors and assigns, shall have the exclusive right to approve the site plan, architectural plans, specifications and materials for all building, structures, grading, landscaping, and other improvements hereafter to be constructed on any Lot, ~~except those Lots belonging to Declarant,~~ including but not limited to buildings, fences, wells, exterior paint color changes, patios, verandas, utility buildings and driveways, regardless of their size or purpose or attachment to any existing residential building. No building, structure, grading, landscaping, fence or other improvement may be erected, placed, performed or remain on any Lot, ~~except those Lots belonging to Declarant,~~ unless and until a set of building plans as defined below, and such other information with respect thereto as the Committee may require, is submitted to and approved in writing by the Committee.

Notwithstanding any absolute or exclusive right or obligation of the Committee set forth in this Declaration, the Board shall have the absolute and exclusive right to review all decisions of the Committee. If the Board does not reverse or alter the Committee's decision within fifteen (15) days of receipt of the decision, the Committee's decision shall stand as final. Any written decision by the Board is final subject only to the appeal rights set forth hereafter.

Article V (Architectural Control), Section 3 (Procedures) is hereby amended as follows:

Section 3. Procedures. The Committee shall exercise its right of review and approval in the following manner:

...

(h) The Committee ~~or the Declarant~~ shall be entitled by appropriate action to stop any construction of, or change, or alteration in, any building, structure, landscaping or other improvement that is begun without first acquiring approval in accordance with the foregoing provisions, and shall be entitled to require that the premises be restored to its original condition at the expense of the

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS
(CONTINUED)

Owner of the Lot and the person undertaking such construction, change or alteration, or either of them.

Article VI (Use Restrictions), Section 1 (Use of Lots) is hereby amended as follows:

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.~~

Article VI (Use Restrictions), Section 5 (Leasing) is hereby amended as follows:

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.~~

Article VI (Use Restrictions), Section 7 (Temporary, Movable Structures) is hereby amended as follows:

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.~~

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS
(CONTINUED)

Article VI (Use Restrictions), Section 8 (Window Air Conditioner) is hereby amended as follows:

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.

Article VI (Use Restrictions), Section 9 (Antennas) is hereby amended as follows:

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.

Article VI (Use Restrictions), Section 12 (Parking, Storage, Repairs) is hereby amended as follows:

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 of 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.~~

Article VI (Use Restrictions), Section 15 (Animals) is hereby amended as follows:

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS
(CONTINUED)

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 space destructive of wildlife or property, they must not thereafter be kept on the Property.

Article VI (Use Restrictions), Section 16 (Grading) is hereby amended as follows:

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 approval of the Committee pursuant to Article V ~~the prior written consent of the Declarant.~~

Article VI (Use Restrictions), Section 18 (Additional Covenants and Restrictions) is hereby deleted in its entirety as follows:

~~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.~~

Article VI (Use Restrictions), Section 19 (Regulations) is hereby deleted amended as follows:

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 the ~~each class of~~ members of the Association before the same shall become effective. Members not

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS (CONTINUED)

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.

Article VII (Exterior Maintenance and Landscaping), Section 2 (Easement for Building Maintenance) is hereby amended as follows:

Section 2. Easement for Building Maintenance. The Owner of each Lot (the “Servient Lot”) by acceptance of the Owner’s 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 this Declaration ~~the Declarant~~, and doing other work reasonably necessary for the proper maintenance and operation of the Property and the improvements thereon.

Article VII (Exterior Maintenance and Landscaping), Section 3 (Landscaping and Weed Control) is hereby amended as follows:

Section 3. Landscaping 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 Plat. ~~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~~

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS (CONTINUED)

~~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 therefrom, 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.

Article IX (Annexation of Property) is hereby deleted in its entirety, as follows:

ARTICLE IX – ANNEXATION OF PROPERTY

~~Section 1. Declarants Annexation. For a period up to five (5) years after the date of recording this Declaration, the Declarant shall have the right (without obligation to do so) from time to time and in its sole discretion without the consent or joinder of the Association, any Owner, or mortgagee of any Owner (unless otherwise required by the Federal Housing Administration, the Veteran's Administration, or the Federal National Mortgage Association) to annex to the Property and to include within this Declaration additional land.~~

~~Section 2. Members Annexation. In addition to the manner of annexation permitted by Section 1, above, the Owners may annex additional lands to the Property with the approval of each class of Owners of two-thirds (2/3) of the Lots within the Property.~~

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #1

OUTDATED DEVELOPER RIGHTS
(CONTINUED)

~~Section 3. Supplemental Declarations. Any such additions authorized in Section 1 or 2 above may be made by filing of record of one or more Supplemental Declarations with respect to the annexed property. A Supplemental Declaration shall contain a statement that the real property that is the subject of the Supplemental Declaration constitutes additional property which is to become a part of the Property subject to this Declaration. Such Supplemental Declaration shall become effective upon being recorded in the public records of Nassau County, Florida.~~

Article XII (General Provisions), Section 5 (Special Amendment) is hereby deleted in its entirety, as follows:

~~Section 5. Special Amendment. As long as there is a Class B membership, or so long as Declarant is entitled to annex without the consent of any Owner, the Association or any Mortgagee, the Declarant hereby reserves and is granted the right and power to make and to record in the public records of Nassau County, Florida, Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration, or any other governmental or quasi-governmental agency or entity which perform (or may in future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property; or (3) to conform to different types of homes which may be developed in any future Additional Land annexed to the Property; or (4) to cure any ambiguity or inconsistency. Provided however, that no such Special Amendment shall discriminate against any Lot not owned by Declarant, unless such other Owners and their mortgagees so affected shall give their prior written consent thereto; and no such Special Amendment shall materially adversely affect or change any Lot nor the share of the expense of the Association appurtenant thereto, unless the Owners of the Lots so affected and all record owners of mortgages upon such Lots shall join in execution of the Special Amendment.~~

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #2

ANNUAL BUDGET AND ASSESSMENTS

From the Board of Directors: The purpose of this proposed amendment is to:

- 1. Clarify that the Board may adopt a budget sufficient to cover the Association's anticipated expenses for the upcoming year and to provide that any proposed increase of more than 10% must be approved by the membership;*
- 2. Clarify that the Board may levy a special assessment applicable to a single lot to cover the cost of performing maintenance the Lot Owner was required to perform; and*
- 3. Permit the Board to vary the amount of interest charged on delinquent assessments.*

Note: *Except for section headings, underlined text is added and ~~strikethrough~~ text is removed.*

BE IT APPROVED by the members of Oceanview Estates Owners Association, Inc., the Declaration of Covenants, Conditions and Restrictions for Oceanview Estates shall be amended as follows:

Article IV (Covenants for Maintenance Assessments), Section 3 (Maximum Annual Assessment) is hereby amended as follows:

(a) The Board shall prepare an annual budget for the Association that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The annual assessment shall be based on the annual budget. The annual assessment for each Lot shall be determined as follows: Each of Lots 40-47, 49-51, 53-62, and 64 (the waterfront lots) shall be assessed 1.813% of the total annual budget, and all other Lots shall be assessed 1.4313% of the total annual budget. Until January 1 or the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred fifty and no/00 dollars (\$150.00) per year for each lot, except for Lots 40—47, 49—51, 53—62 and 64, and any lots subsequently annexed at this level, for which the maximum annual assessment shall be one hundred ninety and no/00 dollars (\$190.00) per year for each Lot. The entire annual assessment shall be paid in advance in one payment.

(b) ~~From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum~~ The annual assessment may be increased each year not more than ten percent (10%) above the ~~maximum~~ assessment for the previous year without a vote of the membership.

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #2

ANNUAL BUDGET AND ASSESSMENTS (CONTINUED)

~~(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum~~ The annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of ~~each class of the~~ members who are voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present.

~~(d) The Board may fix the annual assessment at an amount not in excess of the maximum.~~

~~(e)~~ (d) The Association, in determining the common expenses, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Property and Common Area, if any, and such reserve fund shall be maintained out of regular assessments for common expenses.

Article IV (Covenants for Maintenance Assessments), Section 4 (Special Assessments for Capital Improvements) is hereby amended as follows:

Section 4. Special Assessments for Capital Improvements and Compliance.

(a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only to meet bona fide expenses of the Association not anticipated to be incurred on a regular or annual basis, ~~or to cover the cost and expense of maintenance and repairs or replacements of improvements upon a Lot which the Owner thereof is responsible to make under Article VII hereof, but has failed to make,~~ or 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 Property or Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) The Board may levy a special assessment against an individual Lot to cover the cost and expense of maintenance and repairs or

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #2

ANNUAL BUDGET AND ASSESSMENTS
(CONTINUED)

replacements of improvements upon a Lot which the Owner thereof is responsible to make under Article VII hereof, but has failed to make.

Article IV (Covenants for Maintenance Assessments), Section 5 (Notice and Quorum for Action Under Sections 3 and 4) is hereby amended as follows:

Section 5. Notice and Quorum for Action Under Sections 3 and 4. Written notice of any meeting of the members called for the purpose of taking any membership action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes ~~of each class of membership~~ shall constitute a quorum.

Article IV (Covenants for Maintenance Assessments), Section 7 (Date of Commencement of Annual Assessments; Due Dates) is hereby amended as follows:

Section 7. ~~Date of Commencement of Annual Assessments; Due Dates.~~ ~~The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first sale of a Lot by Declarant. The first annual assessment shall be due for each Lot at the closing of such Lot sold by Declarant to an Owner other than Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, except that the first annual assessment may be fixed any time prior to the first due date.~~ Written notice of the annual assessment shall be sent to every Owner subject thereto. In the event that the assessment is not paid on or before the due date set by the Board, 25th day of the month a late penalty in an amount to be determined from time to time by the Board, but not to exceed twenty-five dollars (\$25.00) shall be due and payable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #2

ANNUAL BUDGET AND ASSESSMENTS
(CONTINUED)

Article IV (Covenants for Maintenance Assessments), Section 8 (Effect of Non-payment of Assessments; Remedies of the Association) is hereby amended as follows:

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at ~~the rate of fifteen percent (15%) per annum~~ at such rate of interest as may be set by the Board from time to time, not to exceed the maximum rate allowable under Florida law. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the Lot, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. A suit to recover a money Judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the Associations lien, or its priority. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or Common Area, if any, or abandonment of the owners Lot. The Association may charge an additional reasonable administrative fee for services in connection with removal of any recorded lien upon complete satisfaction of the lien by the member.

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #3

ARCHITECTURAL REVIEW

From the Board of Directors: The purpose of this proposed amendment is to clarify that the Board may serve as the Architectural Review Committee, to require the submission of a survey demonstrating the location of proposed construction, and to provide greater time for architectural review.

Note: *Except for section headings, underlined text is added and ~~strikethrough~~ text is removed.*

BE IT APPROVED by the members of Oceanview Estates Owners Association, Inc., the Declaration of Covenants, Conditions and Restrictions for Oceanview Estates shall be amended as follows:

Article V (Architectural Control), Section 1 (Architectural Review Committee) is hereby amended as follows:

Section 1. Architectural Review Committee. ~~The Declarant, and its successors and assigns, or the Board, after formation of the Association,~~ shall appoint as a standing committee an Architectural Review Committee (“the Committee”) composed of three (3) or more persons, who must be members of the Association, but who may also be members of the Board. Members of the Committee shall serve at the pleasure of the Board. No member of the Committee shall be entitled to compensation for services performed, but the Board may employ independent professional advisors to the Committee. Committee members must ~~need not~~ be Owners or an Owner’s spouse.

Article V (Architectural Control), Section 3 (Procedures) is hereby amended as follows:

Section 3. Procedures. The Committee shall exercise its right of review and approval in the following manner:

...

(b) The building plans must include (i) specifications showing the nature, type, shape, height, size, floor plan and exterior color scheme of the proposed development, (ii) drawings on a survey describing the location and orientation of the proposed development on the Lot, its approximate square footage, and its front, side and rear elevations, (iii) a list of

construction materials for the proposed development, (iv) plans for grading and landscaping, (v) the proposed parking layout, (vi) plans for handling trash and garbage, and (vii) a construction schedule for the proposed development. The Committee may require the submission of any information that the Committee, in its sole discretion, deems necessary to the formation of an informed judgment of the proposed project.

...

(d) The Committee shall have ~~ten (10) working~~ fifteen (15) calendar days after the date on which all plans, specifications and other required information are submitted to approve or disapprove a proposed development, and failure by the Committee to send or personally deliver written notice of approval or disapproval within this time period shall be deemed an approval of the proposed development, subject to the additional fifteen (15) day review period by the Board set forth in Section 2 above.

....

(g) An Owner whose development has been disapproved shall have the right to appeal the decisions of the Committee, unless the disapproval was due to a violation of Covenants, By-Laws, or statute, to the Owners in the following manner: upon receipt of a notification of disapproval, the aggrieved owner may ~~shall~~ furnish to the President of the Association ~~other Owners~~ a copy of all materials submitted to the Committee as required by this Article along with a demand for a special membership meeting to consider the approval of the proposed development. The Association shall thereafter cause (i) the meeting to be scheduled within sixty (60) days; (ii) proper notice of the meeting to be provided according to the Bylaws; and (iii) a limited proxy form permitting a vote on the proposed development to be sent to all Owners. The Owner demanding the meeting shall, upon request, reimburse the Association for the total cost to reserve the meeting location and prepare and sending the meeting notice and limited proxy form. If the Owner is able to secure the approval of Owners of 51% of the Lots for the proposed development, the Owner shall submit the evidence of such approval to the Committee, who shall then provide to the Owner the written notice of approval of the development as provided in this paragraph. ~~All approvals secured from the Owners as provided in this paragraph shall be in writing, executed by the Owner giving his or her approval, whose signature shall be acknowledged before a Notary Public.~~

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #4

USE RESTRICTIONS

From the Board of Directors: The purpose of this proposed amendment is to:

- 1. Harmonize the restrictions on detached structures and objects with recently-adopted Fla. Stat. § 720.3045 and grandfather existing structures in violation of the covenants;*
- 2. Clarify certain restrictions on fences; and*
- 3. Delete and update obsolete provisions.*

Note: *Except for section headings, underlined text is added and ~~strikethrough~~ text is removed.*

BE IT APPROVED by the members of Oceanview Estates Owners Association, Inc., the Declaration of Covenants, Conditions and Restrictions for Oceanview Estates shall be amended as follows:

Article VI (Use Restrictions), Section 6 (Detached Structures and Objects) is hereby amended as follows:

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~~ not visible at ground level from the Lot's frontage, an adjacent Lot (including across the pond), or an adjacent Common Area: 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 other than outdoor kitchens and grills, tool shops and workshops, ~~play houses, outdoor fireplaces, barbecue pits,~~ garbage and trash cans and receptacles, and any other mechanical equipment, ~~and any~~ other structures, or objects determined by ~~Declarant~~, the Board or the Committee to be of an unsightly nature or appearance. Notwithstanding the foregoing, the Association may not require the removal of any structure prohibited by the preceding sentence that was completed prior to August 1, 2024, but the same may not be replaced except in compliance herewith. ~~This provision shall not prohibit Declarant from storing construction materials upon any Lot during construction of Improvements thereon.~~

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #4

USE RESTRICTIONS
(CONTINUED)

Article VI (Use Restrictions), Section 10 (Mail Boxes) is hereby deleted in its entirety, as follows:

~~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.~~

Article VI (Use Restrictions), Section 20 (Fences) is hereby amended as follows:

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, or be painted in a color approved by the Architectural Review Committee. 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. In addition, in accordance with Article VI, Section 27 below, and without limiting the provisions thereof, no fence may be installed or maintained on a waterfront lot between the water and a line 10 feet landward of the top of the pond bank as originally designed. 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. Fences may not be constructed inside-out; fence posts visible from only one side must face inward toward the property of the Owner constructing the fence. ~~The restrictions of this paragraph shall not apply to a Lot owned by or~~

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #4

USE RESTRICTIONS (CONTINUED)

leased to Declarant and used as a real estate sales office, so long as such Lot is used for that purpose:

Article VI (Use Restrictions), Section 24 (Signs) is hereby amended as follows:

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. All signs must comply with all applicable requirements of the City of Fernandina Beach.~~

Article VI (Use Restrictions), Section 25 (Commercial Signs) is hereby deleted in its entirety, as follows:

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.~~

Article VI (Use Restrictions), Section 26 (Trees) is hereby amended as follows:

Section 26. Trees. No tree(s) more than ~~four (4)~~ five (5) 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, ~~or to~~ any tree which poses an immediate threat to health or safety by reason of but not limited to being dead, diseased or damaged.

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #5

WATERFRONT LOTS

From the Board of Directors: The purpose of this proposed amendment is to clarify the rights and responsibilities of the Association and the Owners of waterfront lots and to prohibit the installation of fences that interfere with maintenance of the pond by the Association (while grandfathering existing fences).

Note: *Except for section headings, underlined text is added and ~~strikethrough~~ text is removed.*

BE IT APPROVED by the members of Oceanview Estates Owners Association, Inc., the Declaration of Covenants, Conditions and Restrictions for Oceanview Estates shall be amended as follows:

Article VI (Use Restrictions) is amended to add a new Section 27 as follows:

Section 27. Waterfront Lots.

(a) Generally. The purpose of this Section is to clarify and eliminate any doubt about the duties and responsibilities of the Association and the Owners of waterfront lots with respect to the pond banks and side slopes. Nothing in this Section shall be construed as limiting in any way the other provisions of this Declaration cited herein.

(b) Pond Embankment. The platted boundaries of the waterfront Lots extend roughly to the middle of the pond. However, all of the dry land from the top of the pond bank (as originally designed) to the water's edge, as well as the submerged land, is part of the Surface Water or Stormwater Management System ("SWSMS"). This entire area is subject to easements described elsewhere in this Declaration for drainage, maintenance, and repair. For the avoidance of doubt, the solid line on the Plat around the "Retention Pond" is the location of a utility easement, not necessarily the top of the bank of the pond.

(c) Lot Owner Maintenance Responsibility. As provided in Article VII (Exterior Maintenance and Landscaping), Section 3 (Landscaping and Weed Control), the Owner of each waterfront Lot is responsible for maintaining such grass, plantings or other lateral support to prevent erosion of the pond bank within his Lot. If the Owner fails to do so, the Association has the right, but not the obligation, to enter the area and fix the problem, at the Owner's expense.

EXHIBIT A

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #5

WATERFRONT LOTS
(CONTINUED)

(d) Access and Fences. The Association and its agents must have unrestricted access to the area from the water to a line 10 feet landward of the top of the pond bank (as originally designed) to carry out the legal duty to maintain the SWSMS. Therefore, no fence, wall, or fencelike landscaping (i.e., a hedgerow) may be installed or maintained between the water and a line 10 feet landward of the top of the pond bank as originally designed. Notwithstanding the foregoing prohibition: (i) the Board may grant a variance permitting a fence, wall, or fencelike landscaping if recommended by the Architectural Review Committee due to the configuration of the Lot; and (ii) fences, walls, and fencelike landscaping in place on January 1, 2024 need not be removed unless the same materially interferes with the Association's ability to maintain the SWSMS.

EXHIBIT A

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEANVIEW ESTATES

AMENDMENT #6

AMENDMENT PROCEDURE

From the Board of Directors: The purpose of this proposed amendment is provide a more modern mechanism for future amendments to the covenants. At present, it is necessary to collect signatures from the owners of at least 48 lots even for a simple change. This amendment would make it possible to amend the covenants with a vote at a membership meeting. The approval threshold of 75% would remain the same, but owners would have the option to vote in person or by filling out a simple proxy form.

Note: Except for section headings, underlined text is added and ~~strikethrough~~ text is removed.

BE IT APPROVED by the members of Oceanview Estates Owners Association, Inc., the Declaration of Covenants, Conditions and Restrictions for Oceanview Estates shall be amended as follows:

Article XII (General Provisions), Section 3 (Amendment) is hereby amended as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

~~This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the votes of each class, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Owners.~~ This Declaration may also be amended at any membership meeting by the affirmative vote of members and their proxyholders representing seventy-five percent (75%) of the total votes in the Association. Any amendment must be recorded in the public records of Nassau County, Florida.

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.