

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OLD FLORIDA BEACH

KNOW ALL MEN BY THESE PRESENTS:

ST. JOE PAPER COMPANY, hereinafter referred to as "DECLARANT," is the owner in fee simple of certain real property located in Walton County, Florida, and known by official plat designation as OLD FLORIDA BEACH, a subdivision, pursuant to a plat recorded on November 27, 1991, in Plat Book 9, Page 17, Public Records of Walton County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the subdivision, DECLARANT states that all of the real property described above, and each part thereof, shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "ARCHITECTURAL REVIEW COMMITTEE" shall mean a committee established to consider and approve all plans for the construction of any improvements within the subdivision.

Section 2. "ASSOCIATION" shall mean and refer to the OLD FLORIDA BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.

Section 3. "BOARD OF DIRECTORS" shall mean the Board of Directors of the Association.

Section 4. "BUILDER" shall mean a contractor, licensed to do business in the State of Florida, acting as an Owner's agent for the construction of improvements on a lot or lots within the subdivision.

Section 5. "COMMON AREA" shall mean all real property to be owned by the Association for the common use and enjoyment of all

the Owners. The common area consists of streets, roads and associated rights of way, retention areas, alleys, access, drainage and pedestrian access easements and any improvements constructed by Declarant in those easements, Lot 61 and any improvements on that Lot, entryways and landscaping.

Section 6. "DECLARANT" shall mean ST. JOE PAPER COMPANY, its successors and assigns.

Section 7. "LOT" shall mean any plot of land shown on the recorded subdivision plat, with the exception of the common area.

Section 8. "MAINTENANCE" shall mean the exercise of reasonable care to keep improvements, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 9. "MEMBER" shall mean every person or entity who holds membership in the Association.

Section 10. "OWNER" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot which is part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

Section 11. "SUBDIVISION" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

ARTICLE II

MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every Owner of a lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the ownership of any lot.

Section 2. The Association shall have two classes of voting members as follows:

Class A: Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members

and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B: Class B member shall be the Declarant, which shall be entitled to exercise nine votes for each lot owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE III

ASSESSMENTS

Section 1. Each Owner of a lot, by acceptance of a deed for such lot, whether or not it shall be so expressed in the deed, covenants to pay the Association annual and special assessments, duly imposed by the Association, to defray common area expenses. Such assessments will be established and collected as herein provided.

Section 2. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the subdivision and for the improvements and maintenance of the common area. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) taxes on the common area;
- (b) maintenance and repair of the common area;
- (c) water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the common area;
- (d) furnishings and equipment for the common area as may be determined to be necessary by the Association;
- (e) fire insurance covering the full insurable replacement value of the common area with extended coverage;
- (f) liability insurance insuring the Association against any and all liability to the public, to any Owner or to the invitees or tenants of any Owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association and reviewed at least annually and increased or decreased

in the discretion of the Association;

- (g) any other insurance deemed necessary by the Association;
- (h) standard fidelity bonds covering all members of the Board of Directors of the Association in an amount to be determined by the Board of Directors; and
- (i) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors, for the operation of the common area, for the benefit of the lot Owners or for the enforcement of this Declaration.

Section 3.

- (a) Until January 1 of the year immediately following the conveyance of the first lot by Declarant to an Owner, the maximum annual assessment shall be Six Hundred Sixty Dollars (\$660.00) per lot.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an Owner, the maximum annual assessment may be increased no more than ten percent (10%) above the previous year's assessment without a vote of the members of the Association.
- (C) The Board of Directors of the Association may fix the annual assessment in an amount not in excess of the maximum allowable assessment.

Section 4. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement, of a capital improvement on the common area, including fixtures and personal property. Any such special assessment must be approved by a majority of the members of the Association.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or Section 4 of this Article shall be sent to all members not less than fifteen (15) nor more than forty-five (45) days in advance of such meeting.

Section 6. Both annual and special assessments must be fixed at a uniform rate for each lot.

Section 7. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of a lot by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the accounting year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereon. Assessments may be made payable monthly; provided, however, the Board of Directors may fix and collect interest, not to exceed twelve percent (12%) per annum, on the unpaid balance.

Section 8. The Association, on demand and for a reasonable fee, shall furnish a certificate, signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, or the amount of any delinquent assessment.

Section 9. The annual and special assessments, together with late fees, interest, costs, and reasonable attorneys' fees, shall be a charge upon the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with late fees, interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person, persons or entity who owned the lot the time the assessment became due. Such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them; provided, however, the lien shall remain on the lot assessed.

Section 10. Any assessment not paid within thirty (30) days of becoming due shall be deemed in default, shall be subject to a late fee of \$25.00, and shall bear interest at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments by non-use of the common areas or abandonment of the Owner's lot.

Section 11. The assessment lien provided for in this Article shall be subordinate to any tax lien or the lien of any first mortgage recorded prior to the perfection of the assessment lien.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

Section 1. The Architectural Review Committee shall consist of four (4) persons, as chosen by Declarant. The initial members shall be: William E. Durham, Lewis Howell, David Tillis and Ted McGowan.

Section 2. Upon the resignation, for any reasons, of one of the Committee members, the remaining members of the Committee shall promptly appoint a replacement to be confirmed by the Association's Board of Directors. Until such appointment has been made, the remaining members shall exercise the Committee's authority.

Section 3. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, television antenna, radio antenna, flagpole or other external improvement, above or below the surface of the ground, shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced, until the following plans have been reviewed and approved by the Committee:

- (a) Site Development Plan, drawn to scale (no greater than 1" = 4') indicating the following:
 - (1) North;
 - (2) property line boundaries and jurisdictional or other applicable building control lines;
 - (3) building footprint and finished floor elevation;
 - (4) building setbacks from property lines on all sides of the lot;
 - (5) limits of construction (clearing and grubbing);
 - (6) routing of all underground utility lines;
 - (7) driveways, walkways, and accessory structures;
 - (8) area for storage and staging of building materials;
 - (9) debris container location;
 - (10) excavation plan showing means of retaining required stormwater volume using topographical data provided by developer.
- (b) Architectural Plans, in graphic scale, showing floor plans, together with elevation of all sides.

- (c) Landscape Plans, drawn to scale, indicating "North", showing areas of presumed native vegetation, a planting plan, with plant names, quantities and sizes, together with an irrigation plan, if applicable.
- (d) Owner shall submit the required plans for review by the Committee with a transmittal document containing the following information:
 - (1) Name of Owner and Owner's Agent
 - (2) Lot identification number;
 - (3) Date of submittal;
 - (4) Any request for variance from the design standards; and
 - (5) Names of the design professionals responsible for the preparation of the plans.

Section 4. The approval or disapproval of the submitted plans by the Committee shall be made in writing within thirty (30) days of submission of the plans. The decision of the Committee shall be final.

Section 5. If Walton County, or any other regulatory agency having jurisdiction, requires any alteration, modification, or change to plans, which have been previously approved by the Committee, an Owner or Owner's Agent shall submit the altered, modified, or changed plans to the Committee for review and approval.

Section 6. An Owner or Owner's Agent shall not seek or apply for a variance of or modification to applicable zoning or development regulations without the prior written approval of the Committee.

Section 7. The Committee, Declarant, its agents and employees, shall not be liable for damages to an Owner or Owner's Agent who has submitted plans for review by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any submitted plans. Every person who submits plans to the Committee for review agrees, by submission of such plans, and every Owner or Owner's Agent agrees, by acquiring title to a lot, that no action or suit shall be brought against the Committee or Declarant to recover any damages.

ARTICLE V

EASEMENTS

Section 1. All utility lines, including, but not limited to, water, sewer, electric, telephone and cable, shall be located within the dedicated road right-of-way as shown on the recorded plat. Declarant shall grant to the applicable utility providers easements for the installation and maintenance of such utilities. No structure, planting, or other material shall be placed or permitted to remain, within the easement area, which may damage or interfere with the installation and maintenance of such utilities.

Section 2. The Florida Community Services Corporation of Walton County, its successors and assigns, or any other entity or agency authorized by Walton County to provide water and sewer service to the Property, has the sole and exclusive right to provide all water and sewer facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots. All water used by any Lot Owner shall be obtained from the Florida Community Services Corporation of Walton County, its successors or assigns, or any other entity or agency which may be authorized by Walton County to provide water service to the Property. All sewage must be disposed of through the sewage lines owned and controlled by the Florida Community Services Corporation of Walton County, its successors or assigns, or any other entity or agency which may be authorized by Walton County to provide sewer service to the Property. No water from air conditioning systems, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system.

Section 3. Easements for the installation and maintenance of drainage facilities are shown on the recorded plat. No structure, planting, rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be placed, deposited or permitted to remain in any drainage easement which may damage, interfere with or change the direction of flow of drainage facilities in the easements.

Section 4. Easements for pedestrian access are shown on the recorded plat. Use of the pedestrian access easements is limited to Owners. This right of access is restricted solely to non-commercial activity for beach access only. Loitering is prohibited in the accesses and pedestrian activities shall be confined to the constructed walkways. The right of access can be delegated to immediate family members and guests who are temporarily occupying a permanent structure on a Lot within the Subdivision; however, the right is appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VI

USE RESTRICTIONS

INTRODUCTION - GOALS

Section 1. The residential community of Old Florida Beach has been zoned "Development." The subdivision type is "Performance," classification - "Village House," as outlined in Walton County Zoning Ordinance (Ordinance 85-10). All development shall comply with the above zoning and subdivision regulations and the provisions of the covenants and restrictions and these guidelines.

The Declarant acknowledges that in some instances, the development of Old Florida Beach may require the obtaining of variances from Walton County on the part of an Owner and also by the Declarant. However, the Owner is strictly prohibited under the provisions of the covenants and restrictions from applying or asking any regulatory agency for variances or modifications to the regulations governing the development of Old Florida Beach without prior written approval of the Declarant or the Architectural Review Committee.

Section 2. The following criteria set forth by the Declarant are designed to establish visual unity and balance with elements of the built environment and to preserve the integrity of the natural environment.

A. Natural Vegetation Preservation

(1) Plants play a vital role within a beach environment to stabilize soils against the eroding effects of wind and water. The Coastal Construction Control Line (CCCL) established by the Florida Department of Natural Resources, the Building Restriction Lines (BRL) set by the County and criteria set forth in these Guidelines are designed to protect and preserve the existing natural vegetation and dune habitat within the residential community of Old Florida Beach.

(2) The intent is for the Declarant and lot Owners to retain as much native vegetation on site as possible, particularly in the front yard of each lot and the first 20 feet from the fence facing the alleyway on alley access lots.

(3) All lots are required to preserve 15% of the lot area in existing native vegetation. Twenty-five percent (25%) of the preserved native vegetation area must be in the front (street front) yard.

(4) On all waterfront lots, that area beyond (waterward) of the CCCL or BRL is a total preservation zone - clearing and

grubbing and construction activity of any type is strictly prohibited. Only DNR-approved dune walkovers will be allowed in the zone. In addition to the area beyond (waterward) the CCCL or BRL, Owners must preserve 500 square feet of existing native vegetation on site in the front (street front) yard. Requirements of this section supersede the requirements in (3) for waterfront lots with CCCL or BRL restrictions.

B. Endangered Beach Mouse

(1) The area along the Gulf waterward of the CCCL/BRL is habitat for the endangered Choctawhatchee Beach Mouse.

(2) Alterations and destruction of the foredune area represents the greatest threat to its survival. Old Florida Beach has been designed to protect the habitat of the mouse by limiting development to areas upland of the CCCL/BRL and providing beach walkovers.

(3) Cats, both house pets and ferral, also pose a threat to the mouse. Owners are encouraged not to have cats as pets, but if they do so, keep them indoors at night. Other predators, which are often drawn to developed areas, can be minimized by the use of scavenger-proof trash receptacles as required in Old Florida Beach.

C. Parking

(1) The Owner shall provide the number of off-street parking spaces required by the Walton County Zoning Ordinance. (Ordinance 85-10) of two spaces for a two-bedroom house and three spaces for a three-bedroom house.

(2) An Owner wishing to utilize the street front for parking will be required to construct a street edge parking space not to exceed 26 feet in length. It shall be butted against the curb and may extend to the front lot line fence. The three sides not abutting the curb shall be bordered by 6" X 6" minimum pressure-treated timbers. The paving material of the parking space shall be one of the following:

- (a) plain concrete
- (b) crushed natural stone or light color shell (no limerock)
- (c) unit pavers or brick on compacted base or depressed slab

(3) Specific design and materials selection shall be included as part of the plans submittal for review and approval by the Architectural Review Committee.

- (4) Minimum length requirements as established in Section entitled "Driveways" will provide pull-in parking depth for one car length.
- (5) Alleyways shall not be utilized for parking.

D. Stormwater

(1) It is the intent of the Declarant to preserve as much of the natural beauty and native vegetation on this site as possible. One measure taken toward this goal is to reduce the size of the stormwater retention ponds. This has been accomplished by requiring each individual lot owner to handle stormwater runoff from roof areas and driveways within the lot and minimizing the amount running off the lot. Therefore, each dwelling shall accommodate its first inch of stormwater under the dwelling structure in areas excavated into shallow depressions and diverting roof and driveway runoff into this area either by gutters and downspouts or by site topography. The sandy soils on this site are ideal for this application and will not result in ponding water when handled appropriately. See Sections entitled "Excavation", "Driveways" and "Foundation Design and Construction" for necessary details. The Declarant will provide graphics and/or assistance if requested by the Owner, Builder or Architect.

E. Driveways

General:

- (1) Driveway connections to garages are prohibited from street fronts where lots have rear-alley access.
- (2) Beyond the apron, driveways shall be of one consistent material and texture.
- (3) Driveways shall slope as to divert stormwater to the excavated retention area underneath the dwelling where practical. See "Excavation."
- (4) Driveway materials shall be one of the following:
 - (a) Plain concrete, broom finished
 - (b) Crushed natural stone or shell of light color - edges shall be retained with wood header or other approved material
 - (c) Unit pavers on compacted base with edges restrained
 - (d) Unit pavers on depressed slab

(5) Aprons:

(a) All driveway aprons shall extend in 10 feet from the edge of curb, street or alleyways. All aprons shall flair out from the driveway to the curb and be 3.5 feet wider from the centerline at curb than the width of the driveway from centerline. The apron must interface with the walkway square with the curb.

(b) Materials for driveway aprons shall be plain concrete, broom finished.

(6) Street Front Driveway:

(a) Width: Driveways shall not exceed 9' in width for the first 16' from back of concrete apron.

(b) Length: (Minimum) 16' from back of apron (Exception) Length is limited to the above minimum where lots have rear-alley access and street front driveway is needed to meet County's offstreet parking requirements.

(7) Alley Driveway:

(a) Width: No greater than 18'

(b) Length: (Minimum) 13' from back of apron (Maximum) shall not extend beyond the midpoint of the residential structure footprint.

F. Building Setbacks

(1) Front Yard Set Back: 15 feet from property line

(2) Rear: No structure may be closer then 30 feet from the rear property line.

(3) Side Yard: (a) One and two-story houses shall have a combined total side yard set back for both side yards of at least 15 feet with a minimum of 5 feet on one side.

(b) Three story-houses shall have a combined total side yard set back for both side yards of 20 feet with a minimum of 5 feet on one side.

G. Excavation

Excavation shall be restricted to dwelling area, driveways,

pools and parking facilities. Each building site shall be excavated within the boundaries of the roof overhang in order to retain the first inch (one inch) of stormwater from the entire roof area. All storm runoff shall be diverted to this excavated retention area by means of rain gutters and downspouts or by site topography diverting stormwater from the drip edge of roof overhangs by proper slopes, berms and swales as necessary. Driveways shall be drained to the retention area where possible.

H. Accessory Structures

Garages and Carports:

(a) General:

The maximum allowable footprint for a garage, open air carport or parking pad structure shall be 22' x 26'. Garages and carports shall meet the applicable Architectural Guidelines criteria as set forth in this document.

(b) Setback Criteria per Lot Type:

(i) On Lots with common lot lines and street access, the front of accessory structure shall be no closer to the street than the midpoint of residential structure.

(ii) On Lots with alley access, the rear of accessory structure shall not be closer to the street than midpoint of residential structure.

(iii) On Lots with Coastal Construction Control Line (CCCL) and/or Building Restriction Line (BRL) and street access, the midpoint of accessory structure shall be no closer to the street than the midpoint of residential structure.

(c) Storage Buildings:

No freestanding storage buildings are allowed. They must be attached to house, garage or carport and plans for them shown as part of the architectural review process.

I. Construction Barriers

(1) Physical construction barriers are required to define and contain construction activities and protect native vegetation areas. Barriers shall be installed prior to commencement of clearing and grubbing and shall be maintained throughout construction. The barriers will enclose the entire construction

zone with access limited to one 20'-opening on a street front or alleyway.

(2) Minimum standards for barrier:

(a) 2" X 4" placed horizontally with the top rail height a minimum of 4" above grade. A second rail shall be placed midway between the top rail and the ground line. Posts shall be a minimum 2" X 4" spaced no greater than 8' on center.

(b) Where individual trees within the construction zone are to be saved, a barrier of the same type shall be used and set a minimum of 8' from the base of the tree(s) on all sides.

J. Damage to Right of Way

Owners shall be responsible for the repair of any damage to the street, curb, walkway or any other element of the street right of way improvements sustained by and during any phase of construction of the Owner's dwelling unit and associated improvements.

K. Landscape Requirements

Owners or builders are required to provide landscaping as per the following requirements:

(1) Street Right of Way:

(a) That area between sidewalks and boundary fencing shall be planted with shrubs and/or groundcover for the length of the lot frontage except where occupied by required offstreet parking spaces, driveways and walkways.

(2) Lot Area Landscaping: The following landscaping is required in addition to the required native preservation and street right of way planting requirements:

(a) One shade tree or one understory tree in the front yard area.

(b) 300 square feet of shrubs and/or groundcover shall be provided in the front, rear or side yards.

(c) In addition to the above requirements, 5 flowering shrubs or evergreen shrubs shall be planted in the front yard area to comply with the local zoning

requirements.

(d) For lots with alley access, the area between the fence line and the alley pavement shall be planted with shrubs and/or groundcovers.

(3) Penalty for Failure to Comply With Required Preservation:

(a) Lots not meeting the requirements set forth in these Guidelines, for preservation of existing native vegetation, shall make up the shortage with the required square footage in plantings of shrubs and/or groundcovers. In addition, for each 200 square feet of vegetation added to fulfill this requirement, not less than one shade tree or two understory trees from the recommended plant list shall also be planted.

(4) Credit for Existing Trees:

(a) Lot Owners are encouraged to save existing trees. The Architectural Review Committee will consider additional landscaping waiver if more native vegetation and trees are preserved.

(5) Plant Survival:

(a) Plants which die within the first year of planting shall be replaced by the Owner.

(6) Recommended Plant List:

(a) Shade Trees

Ilex vomitoria (Yaupon)
Magnolia grandiflora (Southern Magnolia)
Persea borbonia (Red Bay)

(b) Understory Trees

Ilex vomitoria "nana" (Dwarf Yaupon)
Myrica cerifera (Wax Myrtle)

(c) Palms

Sabal palmetto (Cabbage Palm)

(d) Pines

Pinus thunbergii (Japanese Black Pine)

(e) Large Shrubs (4-5')

Cortaderia selloana (Pampas Grass)
Eleagnus pungens (Eleagnus)
Pittosporum tobira (Green Pittosporum)
Serenoa repens (Saw Palmetto)

(f) Medium Shrubs (1-3')

Conradina grandiflora (Conradina)
Raphiolepis indica (Indian Hawthorne)
Solidago pauciflosculosa (Woody Goldenrod)
Yucca gloriosa (Yucca)
Zamia integrifolia (Coontie Palm)

(g) Dune Grasses (2-4')

Panicum amarulum (Dune Panic Grass)
Uniola paniculata (Sea Oats)

(h) Groundcover (3-8")

Ipomea pes-caprae (Railroad Vine)
Ipomea stolonifera (Beach Morning Glory)
Lantana montevidensis (Trailing Lantana)
Gaillardia Sp. (Gaillardia)
Juniperus conferta (Shore Juniper)

(7) Plant Specifications:

- (a) Shade Trees: *30 gallon, 8-10' height, 2-2 1/2" caliber 5-6' spread
 - (b) Understory Trees: *15 gallon, 6-8' height, 1 1/4-1 3/4 caliber 2-3' spread
 - (c) Shrubs: *3 gallon, 15-18" height, 12-15" spread
 - (d) Groundcover: *1 gallon, full
 - (e) Beach Grasses: As available
- * Container size noted as guide only - height, spread and caliber are minimum standard requirements.

L. General Notes

(1) Tree species listed as "shade" and "palm" may also be used to fulfill understory tree requirements.

(2) Beach grasses may be used as groundcovers.

(3) Sodding and grassing with domestic species (i.e. St. Augustine or Bahia, etc.) is strongly discouraged within the community of Old Florida Beach due to its water demand and harshness of the beach environment. Use of mulches or groundcovers is preferred.

(4) Grouping species with minimal irrigation requirements is recommended and encouraged.

(5) As a practical reference for choosing appropriate plantings, the publication Coastal Plants of Florida - A Key to Good Land Management is recommended. This is available through the Florida Department of Agriculture and Consumer Services, Division of Forestry.

M. Fences and Gates

(1) Fences are required on all front property boundary lines and along alleys. Fences on alleys shall be placed 4'-0" from the face of curb. Fences shall be wood, picket type. Pickets shall not be less than 1" (actual size) nor greater than 3 1/2" wide. No picket shall be thinner than 3/4" (actual size). Open space between pickets shall not be less than 1 1/2" or greater than 5 1/4".

(2) The maximum height of a fence panel shall be 3 feet. Posts and trim caps shall not extend more than 10" above any panel.

(3) Pressure-treated wood or wood resistant to rot is recommended. All fences shall be painted white. Hardware used in fence construction shall be corrosion resistant, (i.e bronze coated, stainless steel, hot dipped galvanized).

(4) Gates, when utilized, must be of the same design as the associated fence.

N. Lighting

(1) The Declarant will provide poles, lights and electric service for street lighting. Upon installation, ownership and maintenance will be transferred to and become the responsibility of the Homeowners' Association.

(2) Owners and Builders may install pedestrian access, pole type lighting. Such lighting will be limited to one unit for street front access and one unit for alleyway access. Poles are limited to 8' height with single luminaries. All light poles must be placed interior of fence lines and held a minimum of 5' from driveway edges. Lights and poles must be approved by the Architectural Review Committee prior to site installation.

O. Private Walkways

(1) Owners shall provide a minimum of one walkway for the front entry. The walkway shall connect to either the public walkway, the side street parking space or to the driveway. Walkway shall be a minimum of 2'-0" and no greater than 6' wide for any continuous length greater than 8'. Materials for walkways shall be one of the following:

- (a) Plain concrete, broom finished
- (b) Crushed natural stone or shell of light color edges shall be retained with wood headers or other approved material. Plastic edging is not permitted.
- (c) Unit pavers on compacted base with edges retained
- (d) Unit pavers on concrete slabs

(2) All unit pavers samples shall be submitted to the Architectural Review Committee for approval.

P. Private Signage

Private residence name identification signage shall be restricted to 1 square foot and can be mounted on the front residential fence near the private walkway.

Q. Trash Receptacles

Trash receptacles with tight sealing scavenger-proof lids shall be used by each Owner.

R. Ownership of Subdivision Improvements

All streets, alleyways, pedestrian accesses and drainage facilities designated in the Old Florida Beach Plat shall be owned and maintained by the lot Owner through the Old Florida Beach Homeowners' Association.

S. Utility Lines

All utility lines shall be underground.

T. Parking of Recreational Vehicles, Boats, Trailers, etc.

Parking in front yard on street right of way is prohibited.

U. Waiver of Requirements

Where hardship or undue burden is demonstrated, the Architectural Review Committee may waive portions of the existing vegetation preservation and landscaping requirements of Article VI where it deems that such waiver does not conflict with the overall intent of these Covenants, Conditions and Restrictions.

Section 3. It is the intent of these Guidelines to create architectural compatibility within each individual structure and to establish a strong visual character or theme for the entire community. Architectural design should devote careful attention to the articulation of doors, windows, porches, balconies, and the spatial relationships between floor and roof areas. These elements will establish individual identity and interest for each building.

A. Porch and Balcony Requirements

All homes, including two-story and three-story structures shall have porches covering at least 75% of the street front ground floor facade. All required porches shall be a minimum of

7' in width between the outer edge and building face. Required porches shall have suitable wood railings, shall be covered and may be screened where desired. Second and third-floor porches may be utilized wherever appropriate as long as they do not extend or cantilever beyond the ground floor porch or building line. Uncovered porches or balconies may be utilized on second or third floors only.

B. Foundation Design and Construction

All dwelling structures shall be constructed off-grade with pilings, posts, piers, etc., and joist type construction as to preserve natural drainage and stormwater control to the greatest reasonable extent possible. Therefore, no on or off-grade monolithic slabs, stem walls or other similar foundations shall be allowed for dwelling structures. Site grading shall be kept to a minimum and when necessary shall be done in a manner as to enhance on-site stormwater retention. Stormwater from roof gutters and downspouts shall be directed under the dwelling structure to replace runoff back in its range of natural flow.

C. Architectural Specifications

(1) Roof: Metal or asphalt/fiberglass shingle, 4:12 minimum pitch.

(2) Rafters: Square cut, exposed or with fascia and soffit of minimum two-foot overhang required.

(3) Siding: Stained or painted wood or vinyl lap, or equivalent siding.

(4) Trim: Simple, unadorned wood, vinyl or equivalent.

(5) Windows: Wood or wood appearance, vinyl clad, etc., operable with screens. No awning or jalousie type windows and no aluminum or other bright metal finish.

(6) Doors: Hinged panel, french or fixed glass (No sliding). Wood or wood emulating material required.

(7) Porch:

A. Railings: Wood, simple rounded edge rail, vertical stiles or same siding as house, square or round posts with caps.

B. Columns: 4" to 6" width or diameter simple unadorned wood, plain base and heads. Routed edges allowed.

C. Deck: Wood

(8) Exterior Stairs: Wood, covered riser, posts and rails similar to porch.

(9)Crawl Space: Wood lattice or equivalent as approved by the Committee.

(10) Chimneys: Brick or same material as house

D. Finish Floor Elevation

(1) Lots 5-24 - finish floor elevation for the first floor shall not exceed 5 feet above existing elevation at the center (defined as midpoint between side lot lines) of the dwelling front yard set back line.

(2) All remaining lots finish floor elevation for the first floor shall not exceed 3 feet above existing elevation at the center (as defined by midpoint between side lot lines) of the dwelling front yard set back line.

E. Height of Dwelling

The height of dwellings as measured from finish floor elevation shall be as follows:

- (a) Lots 5-24: 2 stories
- (b) All other lots: up to 3 stories

F. Minimum Square Footage of Dwelling

- (1) Single story - 1,200 square feet living area exclusive of porch
- (2) 2 or more stories - 1,600 square feet living area exclusive of porch

ARTICLE VII

GENERAL PROVISIONS

Section 1. Amendments. The Declarant reserves and shall have the exclusive right to: (a) amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained in the Declaration; (b) include in any contract or deed or any other instrument made any additional covenants and restrictions applicable to the particular land which do not lower the standards of the covenants and restrictions contained in this Declaration; and (c) release any lot from any part of the

covenants and restrictions which have been violated if the Declarant, in its sole discretion, determines such violation to be minor or insubstantial. In addition, the Declarant reserves the right, with the consent of seventy-five percent (75%) or more of the Owners then owning the lots shown on the recorded Plat of Old Florida Beach, to amend or alter any or all of these covenants and restrictions in any other respects. No lot Owner, without the prior written approval of the Declarant or its designee, may impose any additional covenants or restrictions on any part of the property.

Section 2. Duration. These covenants and restrictions, as amended from time to time, shall, unless released by this Declaration, be deemed to be covenants running with the title to the lots and shall remain in full force and effect until December 31, 2011. These covenants and restrictions shall be automatically extended for successive periods of five (5) years each, unless a majority of the Owners of the lots shown on the recorded Plat of Old Florida Beach shall agree otherwise. Any agreement under this Section must be placed of record within six (6) months prior to December 31, 2011, or within six months preceding the end of any successive five (5) year period. These original covenants and restrictions, as modified under this section, shall continue in full force for successive five (5) year periods, unless and until further modified, waived or extinguished in the manner provided in this section.

Section 3. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best give effect to the intent of the general plan of development. The provisions of this Declaration shall be liberally interpreted and, if necessary, they shall be extended and enlarged by implication so as to make them fully effective.

Section 4. Captions. The captions of each paragraph in this Declaration are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular section to which they refer.

Section 5. Gender and Grammar. The singular as used in this Declaration shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, if applicable.

Section 6. Provisions Severable. The invalidation of any provision or provisions of the covenants and restrictions in this Declaration by judgment or court order shall not affect or modify any other provision or provisions of these covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, ST. JOE PAPER COMPANY has caused this instrument to be executed by its duly authorized officers and its seal to be affixed on this 27th day of February, 1992.

Signed, sealed and delivered
In the presence of:

ST. JOE PAPER COMPANY

By: _____

Attest: _____

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY, that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mr. R. E. Nedley and Mr. R. A. Anderson, to me known to be the persons described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions for Old Florida Beach, as President and Secretary, respectively, of St. Joe Paper Company, the corporation named in the Declaration, and acknowledged to and before me that they executed such Declaration for Old Florida Beach as the act and deed of said corporation.

WITNESS my hand and official seal in Duval County, Florida, this 27th day of February, 1992.

Notary Public, State of Florida