

OAK BLUFFSDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENT that;

WHEREAS, EDWARD FRANK KAZMIERSKI and JOAN KAZMIERSKI, his wife, are now the owners of all the lots shown on the plat of OAK BLUFFS, St. Johns County, Florida, according to the plat thereof, recorded in Map Book 17, Pages 67 through 68 of the Public Records of St. Johns County, Florida.

WHEREAS, EDWARD FRANK KAZMIERSKI and JOAN KAZMIERSKI, his wife, are developing land shown on said plat and are desirous of placing certain covenants and restrictions upon the use of each of the lots shown on the aforesaid plat. Said covenants and restrictions to run with the title of the aforesaid lots.

THEREFORE, EDWARD FRANK KAZMIERSKI and JOAN KAZMIERSKI, his wife, hereby declare that the real property described above and such additions hereto as may be made hereinafter, shall be held, transferred, sold, conveyed, improved and occupied subject to the covenants, conditions, and restrictions hereinafter set forth.

Do hereby declare and establish the protective covenants and restrictions hereinafter set forth upon the following described lands in St. Johns County, Florida, known as Oak Bluffs, said subdivision more particularly described as follows:

See Schedule "A" attached hereto.

The restrictions will in no way interfere with the normal living of responsible neighbors, but are designed to fully insure the value of the Buyer's investment.

These covenants are to run with the land and shall be binding on all parties owning land within Oak Bluffs Subdivision and all parties claiming under them.

The subject property, in addition to the covenants and restrictions contained herein, is conveyed subject to all present and future rules and regulations of the County of St. Johns, State of Florida, if any, relative to zoning and construction.

1. LAND USE: All of the lots are hereby restricted to use as single family dwelling lots.

The subject property shall not be subdivided, or conveyed, in tracts of less than the platted lots, and only one family dwelling unit per subdivided lot shall be permitted on those lots restricted to single family residence use. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the lots restricted to residential purposes, nor shall any noxious or offensive activity be carried on upon any of the property; nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, except for a reasonable period during actual construction of a residence, or structure. No trailer, tent, shack or other structure shall be erected or used upon any of the property and in no event shall such structure be used as living quarters, temporary or permanent.

2. SQUARE FOOTAGE, SETBACKS, MATERIAL: Minimum house square footage shall be 2200 square feet of enclosed living area. Construction of houses must be completed within one year from commencement. Front setbacks on residential lots shall be fifty (50) feet minimum from any street and twenty-five (25) feet minimum from side property lines. No fencing along any street shall be made of barbed wire, hog wire, chicken wire, chain link or like materials.

3. EASEMENTS: All easements disclosed on the plat of Oak Bluffs recorded in Map Book 17 at page 68 of the Public Records of St. Johns County, Florida, shall be perpetual in duration and are incorporated herein by reference.

Easements shall be defined as easements for installation, construction, reconstruction, maintenance, repair, operation and inspection of roads, sewer, water, drainage, electric gas, telephone, cable television or other necessary utilities unless otherwise described on said plat.

The declarants, at all times, shall have the right to ingress and egress over the aforesaid easements as shall the Home Owner's Association.

No structure, planting or other material shall be placed or permitted to remain which may cause inaccessibility for maintenance or utilities within said easements. No fencing shall be permitted within the easements to be used for road and drainage construction. The landscaping and maintenance of the easement area, however, shall be maintained by the owner of the property.

4. MINING: No drilling or mining operation shall be carried on or permitted upon any lot with the exception of drilling for water purposes.

5. SIGNS: No commercial signs of any nature, except one professional sign of not more than one (1) square foot, shall be erected or permitted to remain on any lot which is restricted to residential use herein. One sign not to exceed five (5) square feet may be used to advertise the property for sale or rent.

6. NUISANCES: All homes, structures, fences, lawns, etc., shall be maintained in a neat and orderly manner at all times. Unused parked vehicles, refuse piles, debris, trash, scrap metal, or other unsightly objects will not be permitted. All exterior garbage containers shall be screened from view of adjoining property owners and road.

7. ANIMALS: No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds, which may be kept thereon in reasonable numbers, as pets, for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets must be kept under control at all times and the owner must license those animals required to be licensed by St. Johns County ordinance. All dogs, when outside

the confines of the owners parcel, must be on a leash. Dog pens and runs are prohibited. Dog houses over three (3) feet in height and more than ten (10) square feet in area shall be considered structures. All dog houses must be placed to the rear of the home.

8. TRAILERS: Mobile homes will not be allowed under any conditions. Trailers or habitable motor vehicles of any nature shall be kept on or stored in the rear of the property. No trucks of any nature shall be parked overnight on any parcel. No boats or canoes, on or off trailers, may be parked on any part of the property unless inside an enclosed garage. These prohibitions also apply to the common areas. Pickup trucks, up to 3/4 ton, may be parked on the property unless such vehicle is unsightly or used as a work vehicle, in which case the vehicle shall be stored or kept in the garage.

9. CONDITION OF VEHICLES: Any vehicle, whether self-propelled or not, permitted to remain on any lot shall be kept in a licensed and operable condition. Any vehicle, whether self-propelled or not, shall be parked in such a manner that it is not a nuisance, aesthetically or otherwise, to other residents. Vehicles shall not be parked on any road or street. The provisions of this paragraph shall not apply during the time of any construction by developer or any other builder.

10. AERIALS: Exterior radio and television aerials for reception of commercial broadcasts (for example, without limitation, satellite dish antenna of any size) and other aerials shall not be permitted on the Property.

11. HOME OWNERS' ASSOCIATION: The declarant has established an Home Owners' Association known as OAK BLUFFS HOME OWNERS' ASSOCIATION, INC. , which is a Florida non-profit corporation. The members of that corporation shall be all persons owning property within Oak Bluffs Subdivision covered by these

restrictions and ownership of any lot in Oak Bluffs Subdivision shall subject such owners to the rules and regulations of said association, as they now exist or as they may be revised from time to time. The purpose of the association is to provide for enforcement of these covenants and restrictions.

12. ARCHITECTURAL CONTROL BOARD: The Architectural Control Board, hereinafter the "Board", shall be composed of five (5) members so designated from time to time by the following:

All five (5) members shall be elected by the Oak Bluffs Home Owners' Association, Inc.

Except as hereinafter provided, the unanimous vote of the membership of the Board shall be required in order to adopt or promulgate any rule or regulation, or make any findings, determinations, ruling or order. A majority vote is required to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Section, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Board, an individual member of the Board, so designated by the Board, shall be authorized to exercise full authority granted herein to the Board. Written approval by such designated member of any plans and specifications submitted, or the granting of any approval, permit or authorization by such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, providing, however, that in any such case, any applicant or such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a

written request to have the matter in question reviewed by the entire Architectural Control Board. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Control Board. Thereafter, the decision of a majority of the members of the Architectural Control Board with respect to such matter shall be final and binding.

A. Approval Required: No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any parcel, nor shall any existing Structure upon any parcel be altered in any way which materially changes the exterior appearance thereon, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Board. Such plans and specifications shall contain such information, as may be required by the Architectural Control Board, but in any event shall include: (i) a site plan of the parcel showing nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular parcel including proposed front, rear and side setbacks and free spaces, if any are proposed, of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the location of driveways and turnarounds on the parcel; (ii) a clearing plan for the particular parcel showing the location of sanitary sewer service lines, and such other information required by the Board; (iii) a drainage plan; and (iv) a plan for landscaping.

B. Basis for Disapproval of Plans: The Board shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

1. Failure of such plans or specifications to comply with any of the restrictions;
2. Failure to include information in such plans and specifications as may have been reasonably requested;

3. Objection to the exterior design, appearance or materials of any proposed Structure;

4. Incompatibility of any proposed Structure or use with existing Structures or uses upon other parcels in the vicinity.

5. Objections to the location of any proposed Structure upon any parcel or with reference to other parcels in the vicinity;

6. Objections to the site plan, clearing plan, drainage plan or landscaping plan for any parcel;

7. Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed Structure;

8. Failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the parcel; or

9. Any other matter which, in the judgment of the Board would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the property or with Structures or uses located upon other lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Board in which event the extended time period shall be applicable.

In any case where the Board shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Board shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

C. Retention of Copy of Plans: There shall be two (2) complete sets of the plans and specifications submitted and upon approval by the Board of any plans and specifications submitted hereunder, a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

D. Site to be Staked Prior to Tree Cutting: After the plan for the Structure is approved, the site of the Structure must be staked out and approval obtained from the Board before tree cutting is done. Until such time as the building plans, site plans, and site staking are approved, no tree may be cut or removed without consent of the Board.

E. Effect of Approval and Disapproval; Time for Approval: The Board may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on parcels, including without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Board at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the Board to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Board's discretion as to any such matter. No change of policy shall effect the finality of any approval granted prior to such change. Approval for use on any parcel of any plans or specifications shall not be deemed a waiver of the Board's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any parcel or parcels. Approval of any such plans and specifications relating to any parcel, however, shall be final as to that parcel and such approval may not be revoked or rescinded thereafter, provided:

(i) that the Structures or uses shown or described on or in such

plans and specifications do not violate any specific prohibition contained in the restrictions; and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the parcel in question.

In the event that the Board fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been disapproved, as submitted, and further action shall be required.

F. Failure to Obtain Approval or Violations: If any Structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, otherwise than in accordance with plans and specifications approved by the Board pursuant to this Section F, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Section F, and without the approval required herein and upon written notice from the Board, any such Structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If, fifteen (15) days after receipt of the written notice of such violation, the owner of the parcel upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Board shall have the right, through it's agents and employees, to enter upon such parcel and to take such steps as may be necessary to distinguish such violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this Section F shall not be valid as against a bona fide purchaser or bona fide mortgage of the parcel in question unless a suit

to enforce said lien shall have been filed in a court of record in St. Johns County, Florida prior to the recordation among the Public Records of St. Johns County of the deed or mortgage conveying the parcel in question to such purchaser or subjecting the same to a mortgage.

G. Certificate of Compliance: Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Board, upon written request by the owner, the Board shall issue a Certificate of Compliance in form suitable for recordation, identifying such Structure and the parcel on which such Structure is placed, stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies with the requirements of the Board. Preparation and recording of such certificates shall be at the expense of such owner. Any Certificate of Compliance issued in accordance with the provisions of this Section G shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the parcel, and the use or uses described therein comply with all the requirements of this Declaration and with all our requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

H. Inspection and Testing Rights: Any agent of the Board may at any time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and the Board any such agent shall be deemed to

have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of sanitary sewer lines, each owner agrees to notify the Board prior to its installation of the sanitary sewer service lines both before and after backfill, and to permit such inspection and testing thereof as is required by the Board.

I. Waiver of Liability: Neither the Board nor any Architect or agent thereof, nor Developer or any agent or employee of the Developer, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration. Although a Certificate of Compliance has been issued, all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section I for any cause arising out of the matters referred to in this Section I and further agree to and do hereby release said entities and persons for any and every such cause, including defects in plans and specifications and any structural defects in any work done according to such plans and specifications.

J. Architectural Design Criteria: The Board has available, the Architectural Design Criteria, which contains specific information for obtaining approval by the Board for any improvements to be constructed. All prospective property owners should obtain a copy of this document from a member of the Board prior to submission of proposed improvements for approval.

13. ASSESSMENTS:

A. Personal Obligation of Assessments: Declarants hereby covenant for each lot with the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed, to pay to the Association: (1) Annual assessments; and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorneys' fees, shall be a charge on the land and a

continuing lien on each lot against which such an assessment is made. Each such assessment, together with interests, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

B. Purpose of Annual Assessments: The annual assessments (which shall be paid on a monthly basis), levied by the Association, shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision and for the improvements and maintenance of the common areas within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for, out of the funds derived from annual assessments, the maintenance and repair of the common areas:

1. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments, which the Association is required to secure or shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

C. Commencement and Collection of Annual Assessments: The annual assessments provided for herein shall commence as to all property on the first day of the month following the conveyance of the common area to the Association by the declarants. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot and shall fix the date such

amount becomes due. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

D. Effect of Non-Payment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien for such assessment against the property. No owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the common area or abandonment of his lot.

E. Subordination of Assessment Lien to Mortgages: The assessment lien provided for herein shall be subordinated to be the lien of any first mortgage. A sale or transfer of any lot shall not defect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due from the lien thereof.

13. ENFORCEMENT: In the event of a violation of these covenants, it shall be lawful for the declarants, the property owners' Association or any person or persons owning a parcel within the land described, to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same.

14. SEVERABILITY: If any one or more of these restrictions should be declared invalid in a court of competent jurisdiction, the remaining restrictions not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, declarants have executed these Declarations of Covenants, Conditions and Restrictions this 11th day of February, 1985.

Signed, sealed and delivered in the presence of:

Janet D. Kazmierski

Edward Frank Kazmierski

Edward Frank Kazmierski
Edward Frank Kazmierski

Janet D. Kazmierski

Edward Frank Kazmierski

Joan Kazmierski
Joan Kazmierski

FLdeccvcrs.frm

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME personally appeared, EDWARD FRANK KAZMIERSKI and JOAN KAZMIERSKI, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 11th day of February, 1985.

Filed and Recorded in
Public Records of
St. Johns County, Fla.

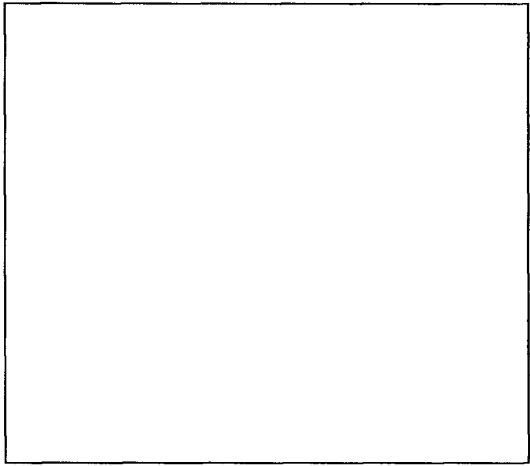
on 2-28-85 at 10:38 AM
CARL "DOC" MARBLE, Clerk
Circuit Court

By Amy B. Mulligan
Deputy Clerk

[Signature]
Notary Public, State of Florida
My Commission expires: 4-28-86

PREPARED BY AND RECORD & RETURN TO:

Randal C. Fairbanks
Fairbanks Law Group, PL
113 Nature Walk Parkway, Suite 103
St. Augustine, Florida 32092



Preparer has not examined the title to the property described herein; no warranty or other representation is made, and no opinion is expressed or implied as to the ownership of the property, the condition of its title, its quality, the location of its boundaries, or the existence of any liens, unpaid taxes or encumbrances affecting it.

PARCEL ID#: 0702703401

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 23rd day of January, 2015, by **VICTORIA PAULINE POLINKO, a single woman**, whose post office address is: 7117 Burgundy Drive, Niwot, Colorado 7503(the "Grantor"), and **THOMAS PAUL POLINKO, a single man**, whose mailing address is: 3228 Paseo Gallita, San Clemente, California 92672 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum Ten Dollars (\$10.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said Grantee forever, all right, title, interest, claim and demand that the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida (the "Land"), to-wit:

Unit 3401, Building 3, Phase 1, TIDEWATER AT TOWN CENTER CONDOMINIUM, a condominium, according to the Declaration of Condominium and all its attachments and amendments as recorded in Official Records Book 2942, Page 533, as amended by Amendment to Declaration recorded in Official Records Book 3012, Page 400, in the Public Records of St. Johns County, Florida, as subsequently amended. Together with an undivided interest in the common elements appurtenant thereto.

TO HAVE AND TO HOLD the same together with all and singular the appurtenance thereunto belonging or in anywise appertaining, and all the estate, right, title, equity, and claim whatsoever of the first party either in law or equity, to the only proper use, benefit and behoof of the said Grantee.

WHEREVER used in this Quit Claim Deed, the terms "Grantor" and "Grantee" include the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed on the day and year first above written.

Signed and sealed in our presence:

Victoria Pauline Polinko
VICTORIA PAULINE POLINKO "Grantor"

JoAnn Borys
Signature of Witness
Printed Name: JoAnn Borys

Kathleen M Benning
Signature of Witness
Printed Name: Kathleen M Benning

STATE OF COLORADO)
COUNTY OF Boulder)

The foregoing Quit Claim Deed was acknowledged before me the 23rd day of January, 2015, by VICTORIA PAULINE POLINKO, who is personally known to me or who has produced _____ as identification.

JoAnn Borys
Notary Public, State of Colorado at Large
Notary's Stamped or Printed Name:
My commission expires:

