

This Instrument prepared by:
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**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AZALEA POINTE**

THIS FIRST AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR AZALEA POINTE ("Declaration"), said Declaration having been recorded in the public records of Nassau County, Florida, at Official Records Book 919, page 1127, is adopted on this 29th day of October, 2025, by the AZALEA POINTE OWNERS ASSOCIATION, INC.;

WHEREAS, the membership of AZALEA POINTE OWNERS ASSOCIATION, INC., at a duly noticed meeting on October 28, 2025, approved via an affirmative vote constituting not less than two-thirds (2/3) of the membership, the following amendment to the Declaration;

WITNESSETH:

NOW, THEREFORE, the AZALEA POINTE OWNERS ASSOCIATION, INC. hereby amends the "Declaration", as follows:

**AZALEA POINTE
DECLARATION
OF
COVENANTS AND RESTRICTIONS**

THIS DECLARATION, made this 29th day of October, 2025, by Azalea Pointe Owners Association, Inc. which declares that the real property known as **AZALEA POINTE**, recorded in **PLAT BOOK 6, PAGES 164 and 165**, of the public records of Nassau County, Florida ("Property"), shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality.** The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every lot within the Property and are intended to create mutual equitable servitude's upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners and to create privity of contract and an estate between the grantees of each and every lot within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens.** Every person who is an Owner does, by reason of taking title to land located within the Property, agrees to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II **DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association.** The Azalea Pointe Owners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached hereto as Exhibits "A" and "B" respectively.

Section 2.2 **Board.** The Board of Directors of the Association.

Section 2.3 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Association, and which has been designated for the common use and enjoyment of the Owners by reference hereto in this Section 2.3. Specifically, Tract 'A' as described on the record plat, is included in the common area properties.

Section 2.4 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) together with any portion of the Property contiguous to a Lot which, as a result of a natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.56 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.67 **Owner.** The record owner or owners of any Lot.

Section 2.78 **Property or Subdivision.** The real property described on the attached Exhibit "C" and such additions and deletions hereto as may be made in accordance with the provisions of Section 3.2 of this Declaration.

Section 2.89 **PUD**. Planned Unit Development Ordinance Number 98-35 as enacted by Nassau County Florida, as the same may be amended from time to time.

Section 2.940 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, 40C-42, F.A.C., or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area. The St. Johns River Water Management District shall have the right to enforce, by a preceding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that the Property described on Exhibit "C" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration.

Section 3.2 **Additional Lands**. The Association may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, or water bodies, shall be deemed contiguous) and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions) and shall be responsible for their prorata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of the Declaration. Additions of lands to this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a Supplementary Declaration executed by the Association with respect to the lands to be added.

ARTICLE IV

THE ASSOCIATION

Section 4.1 **Membership**. Each owner shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 The Association shall be composed of the Owners who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

COMMON AREA RIGHTS

Section 5.1 **Common Area.** The Common Area is the property of the Association free and clear from all encumbrances. The Common Area shall not be otherwise conveyed or mortgaged unless Owners holding two-thirds (2/3) of the votes shall consent to the same.

Section 5.2 **Owner's Easement of Enjoyment.** Each Owner shall have the right and easement of enjoyment in and to the Common Area (for its intended purpose) which shall be appurtenant to and shall pass with the title of such Owner, subject to the following:

(a) The right of the owner of the Common Area to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All Provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the zoning or environmental permit;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Association;

(d) Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or contained in this Declaration.

Section 5.3 **Maintenance of Common Area.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as necessary, the Common Areas and the paving, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge/fill, consumptive use, surface water permits or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Protection, St Johns River Water Management District and Nassau County, Florida, and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water

Management District, the Florida Department of Environmental Protection and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of surface other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.3, shall be a common expense of the Association to be collected and paid in a manner prescribed by this Declaration.

Section 5.4 **Easement for Maintenance Purposes.** The Association and its successors, assigns, agents and contractors, has a non-exclusive perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, or other portions of the Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as a result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Association. It shall be the burden of each Owner to supply one (1) set of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and

specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 **Architectural Review Board**. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB**. The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural standards to the Board at such time as the Board shall have the right to adopt or amend architectural standards for the Property. The ARB shall have the right to promulgate, amend, eliminate or replace architectural standards applicable to architectural review to be conducted by the Association. Any amendment of the architectural standards shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural standards, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural standards shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural standards, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of one (1) complete set of plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB**. Members of the ARB shall not receive any compensation. The immediately foregoing notwithstanding, the ARB shall be authorized to engage the services of an architect, engineer, or such other consultant that may assist in the review and evaluation of any submission to the ARB, and reasonable compensation for such services shall be paid as a common expense to the Association.

Section 6.5 **Variance**. The ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural standards when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural standards covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.6 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the ARB or the Association as contemplated by this Article VI, neither the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals whether given, granted or withheld by the ARB or the Association.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees) shall be a charge and continuing lien upon each Lot against which each such assessment is made and

shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use or by non-use of the Common Areas or by abandonment.

Section 7.2 Purpose of Assessments.

7.2.1. The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance and utility charges relating to the Common area, to fund the obligations of the Association set forth in Section 5.34 hereof and for all purposes reasonably contemplated by this Declaration, the Articles or the Bylaws. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to the Common Area.

7.2.2. The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's prorata share of the total annual assessment or any special assessment shall be based upon the following.

(a) All annual and special assessments shall be established at a uniform rate per Lot by dividing the total annual or special assessment amount by the total number of Lots within the Property.

(b) The assessment obligations of each Owner shall commence upon the recordation of this Declaration in the public records of Nassau County, Florida. Annual assessments shall be collectable in advance installments on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than quarterly. Special assessments shall be collectable in advance in a manner established by the Board of Directors at the time such special assessments are authorized.

(c) The annual assessment cannot be increased by the Board of Directors in excess of 5% of the prior years assessment without approval of a majority of the membership.

Section 7.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer. The lien of the Association shall be effective from and after recording in the public records of Nassau County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the Association may charge a reasonable late fee and at the Association's

option, the assessment shall also bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include, without limitation, reasonable attorneys' fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessment. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

ARTICLE VIII

EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts and exterior building surfaces and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessment of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of the Owner of each Lot and shall become due and payable in all respects, together with interest, attorney fees, and costs of collection, as provided for in Section 7.4, and shall be subordinate to mortgage liens to the extent provided in Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right,

after the notice to the Owner provided under 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot and which serve same. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and which serve same and shall pay when the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection**. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service**. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer and any other utility services for service to such Lot.

ARTICLE X

USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY THE ASSOCIATION

Section 10.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot. No business may be conducted on any Lot without prior written approval from the Association and provided such business shall not alter the residential character of the Property in any way. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Association. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Association, in its sole discretion, at the time written consent for such subdivision is given by the Association.

No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted Lot according to recorded plats of the Property.

Section 10.2 **General Leasing Provision.** Lots subject to this Declaration may be rented only in their entirety; no fraction or portion may be rented. The immediately foregoing notwithstanding, the owner of a residence may lease a portion of said residence to a person providing in-home care (such as a nurse, nanny, or au pair), to the owner or a member of the owner's immediate family. All leases shall be in writing and shall be for an initial term of no less than six (6) months in duration, except with the prior written consent of the Board of Directors. A copy of each lease, together with such additional information as may be required (start and end dates, tenant details, other) by the Board, shall be provided to the Board by the Lot Owner within ten (10) days of execution of the lease. The Lease must contain a provision advising the Tenant that the Tenant is bound by the terms of the governing documents of the Association. The Owner must make available to the Lessee current copies of the Declaration and Bylaws and the rules and regulations available from the Board for a reasonable fee. The Board may adopt reasonable rules regulating leasing and subleasing.

Section 10.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the ARB, as applicable. Items must not be visible from the parcel's frontage or adjacent parcels.

Section 10.4 **Minimum Lot Area and Setbacks**

10.4.1. Single family lots shall have a frontage of no less than 90 feet at the front setback line and a minimum lot area of 10,800 square feet.

10.4.2. The minimum front yard setback shall be 25 feet except that it may be reduced to 15 feet where such reductions allow for the additional protection of hardwood trees 36" or larger. The minimum side yard is 10 feet but may be reduced to five (5) feet to allow for additional protection of hardwood trees 36" or larger. Any such reduction shall be added to the opposite side yard so that the combined side yard shall be 20 feet. The minimum rear setback is 15 feet. Any county approval variance may supersede the setback requirements outlined in this Section 10.4.2

10.4.3. **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling of the applicable Lot or parcel boundary.

Section 10.5 **Motor Vehicles and Boats.** No boats, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored on any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to not be visible from the parcel's frontage or adjacent parcels. Commercial vehicles shall not be parked within public view on a regular basis except that commercial vehicles driven by residents of the lots may be parked within the property within public view subject to approval of the Board. Construction trailers

and dumpsters may be parked only with the prior written consent of the ARB and in an area designated by the ARB. A recreational vehicle shall not be used as a residence or for over-night guests while on a Lot.

Section 10.6 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable, radio, or wireless fidelity (WiFi) reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of government agencies having jurisdiction thereof shall be complied with.

Section 10.7 **Antenna**. No aerial, antenna or satellite dish shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building within the Property without the prior written approval of the ARB.

Section 10.8 **Clotheslines**. No cloths or laundry shall be hung or clotheslines erected in front yards, carports or side yards of corner Lots adjacent to a street. All clotheslines shall be screened from street view.

Section 10.9 **Lakes**. Only the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake ("lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Board. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.16. hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Board. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance of any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.8 THEREOF.

Section 10.10 **Insurance and Casualty Damages**

(a) Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from the date of casualty and shall repair or rebuild such damage or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including the color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

(b) The Association shall carry casualty and general comprehensive liability insurance with respect to the Common Area in such amount as the Board of Directors shall reasonably determine are adequate.

Section 10.11 **Trees**. No existing healthy tree or shrub, the trunk of which measures five (5) inches in diameter at breast height (DBH) or greater and not identified on the most recent Florida Exotic Pest Plant Council Invasive Plant List (Category I or II), shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB, as applicable. Further, Owners must comply with Nassau County processes which may include permit(s), Arborist assessments or other requirements as applicable. Any pruning and minor maintenance must be performed to industry tree health standards (ISA/ANSI A300).

Section 10.12 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior of any Lot, unless approved by the ARB.

Section 10.13 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARB.

Section 10.14 **Lighting**. No exterior lighting shall be permitted which alters the residential character of the Subdivision, unless approved by the ARB

Section 10.15 **Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. No more than three (3) uncaged domestic or household pets such as dogs, and cats, may be kept on any Lot without approval of the ARB.

Section 10.16 Maintenance of Lots and Limited Common Ground Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which the construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 Fences. Except as approved by the ARB, no fence, wall or barrier shall be constructed upon any Lot or any other portion of the Property. No fence shall exceed six (6) feet in height unless approved by the ARB.

Section 10.18 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19. Electric Vehicle Charging Stations. Defined as a station which delivers electricity from a source outside an electric vehicle into one or more electric vehicles. Stations shall meet applicable health and safety standards and requirements imposed by federal, state and local authorities. Station shall comply with the Azalea Pointe Architectural Review Board Standards and the Owner shall obtain all necessary permits for installation.

Section 10.20 Generator Usage. Portable generators, if used, must be placed in a safe location, properly set up and correctly refueled. Generators may not be placed in an enclosed space, should be located away from the home and not near windows, doors or vents that open to the home, including adjacent homes. Portable generators must be placed where water cannot reasonably puddle around it due to the threat of electrocution. The portable generator should be located to minimize the noise disturbance to adjacent neighbors. The use of a portable generator shall be temporary and limited to such times as access to and use of a public utility is interrupted or otherwise unavailable. Service providers (such as contractors, mobile car detailers, pressure washers, etc.) may only operate a portable generator on or upon a Lot during such times as services are being provided to an Owner or resident, and only between the hours of 8 a.m. and 8 p.m.

The installation of a exterior fixed generator requires the prior express written consent of the ARB and must be installed according to state and county requirements and by a licensed

electrician. Regularly scheduled unit self tests must be set to run during daylight hours. When adding either a portable or fixed generator to the outside of their home, Owners should consider the installation of CO detectors in their home as an added precaution.

Section 10.21 **Common PUD**. Due to the integrated nature of the Property and the lands described by the PUD, no Owner or any other person or entity shall construct any improvement upon any Lot or any other portion of the Property which would result in a modification of the terms and provisions of the PUD.

In the event of the amendment of the PUD to convert commercial parcels to residential use, the Association reserves the right to support such conversion of use. This support is predicated on the willingness of the petitioner to support Azalea Pointe in terms of similar and complimentary home construction, continued support of the maintenance, operation and repair of the Surface Water Management System (SWMS), as well as inclusion in the Association and application of all aspects of its Declaration of Covenants and Restrictions and ARB Standards.

Section 10.22 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the zoning, and all environmental, land use, marketing and consumer protection ordinances, statutes, regulations and permits applicable to the Property or to any improvements constructed thereon.

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY THE ASSOCIATION

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage**. The Association reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in or over, (i) any portion of the Common Area, (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property, and (iii) a strip of land within each Lot ten feet in width along the front, rear and sides of each Lot.

Section 11.2 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drain ways for surface water wherever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 **Future Easements**. The Association reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property. In addition, the Association hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area. The easements granted by the Association shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 **Communication or Transmission Cables**. The Association reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of television, fiber optic and all other cables and respective conduit within the rights of way and easement areas depicted upon any plat of any portion of the property or within any easement reserved by this Declaration.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Remedies for Violations

12.1.1. If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, or any Owner (i) to prosecute proceedings at law for recovery of damages against those so violating or attempting to violate any such covenant, or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this declaration or by law.

12.1.2. In addition to all other remedies and to the maximum extent allowed by law in the sole discretion of the Board, a fine may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees to comply with any covenant or restriction herein contained or rules of the Association, provided the following procedures are adhered to:

(a) For the first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation or failure to abide by the Association's warning with respect to the first violation, the Association shall provide the Owner with a notice of its intent to impose a fine. Included in the notice shall be the date and time of a meeting of the Board of Directors at which time the Owner shall present argument as to why a fine should not be imposed. At least six (6) days prior notice of such a meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Board of Directors, after which the Board of Directors shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Board of Directors may levy fines at its discretion as follows:

(i) Second non-compliance or violation or failure to abide by the Association's written warning with respect to a first violation: a fine not in excess of One Hundred and no/100 Dollars (\$100.00).

(ii) Third non-compliance or violation: a fine not in excess of Two Hundred Fifty and no/100 Dollars (\$250).

(iii) Fourth or subsequent non-compliance or violation, or those which are of a continuing nature after not less than two (2) prior written notices thereof have been delivered to the Owner: a fine not in excess of Five Hundred and no/100 Dollars (\$500).

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

(h) The imposition of fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

Section 12.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgement or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.3 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.4 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Association and their respective successors and assigns for a period of fifty (50) years and be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants. Further, any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District. Any such amendment to this Declaration shall be executed by the Association and shall be recorded in the public records of Nassau County, Florida.

Section 12.5 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity or inconsistency between this Declaration, the Articles or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 12.6 **Usage**. Whenever used, the singular shall include the plural and the singular and the use of any gender shall include all genders.

Section 12.7 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Nassau County, Florida.

Section 12.8 **Disclaimers as to Water Bodies**. NEITHER THE ASSOCIATION NOR ANY OF ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS, POISONOUS SNAKES AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST AND DO NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR

SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, USE OF ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the AZALEA POINTE OWNERS ASSOCIATION, INC has caused this Amendment to be executed in its name on October 29, 2025.

AZALEA POINTE OWNERS ASSOCIATION, INC.

Anita Fleming
Witness:

By: James Smith
James Smith, Its President

Anita Fleming
Witness:

By: Douglas Brandt
Douglas Brandt, Its Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

Before me, the undersigned authority, personally appeared James Smith, President of AZALEA POINTE OWNERS ASSOCIATION, INC., and Douglas Brandt, Secretary of President of AZALEA POINTE OWNERS ASSOCIATION, INC., who acknowledged before me that they executed the foregoing, and who are personally known to me or produced the following identification: DL



Leah Turner
Notary Public
My commission expires: 6/23/28