

EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LITTLE PINEY ISLAND SUBDIVISION

As amended June 1, 2000

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Declarant hereby declares 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 or any part thereof, their heirs, successors, and assigns, shall inure to the benefit of each owner thereof.

A.

A duly authorized Architectural Review Board, as defined in the Little Piney Island Property Owners Association By-Laws, By-Law Eight (8) Section one (1) and two (2) as amended June 1, 2000 will review and approve all construction plans for Little Piney Island Subdivision.

No building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Little Piney Island Architectural Review Board, its successors or assigns, and are in compliance with the *Little Piney Island Requirements for Design and Construction*. These design and construction standards are available by contacting the Little Piney Island Architectural Review Board. Refusal or approval of plans, location or specifications may be based by the Little Piney Island Architectural Review Board upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Board shall seem sufficient. No alternations in the exterior appearance of any building or structure shall be made without like approval by the Board. In the event approval of such plans is neither granted nor denied within thirty (30) days following scheduled review completion date by the Little Piney Island Architectural Review Board, the property owner can write a "demand for approval letter, provided all required documents have been submitted. The letter must be sent registered mail. If the little Piney Island Architectural Review Board does not respond within thirty (30) days of receipt of the "demand for approval" letter, the provisions of this paragraph shall be thereby waived.

B.

No plans will be approved unless the proposed house has a minimum square footage of 2000 square feet of heated living area. Each dwelling shall include a minimum of a two (2) car garage. Opening to garage shall be to the side or rear property lines unless this orientation of opening would require unreasonable variances in other requirements. Such minimum requirements for each tract will normally be specified in each contract, and expressly stipulated in each deed. The term "heated dwelling area" as used in these minimum size requirements shall mean that total heated enclosed area within a dwelling provided, however, that such term does not include garages, boat sheds, terraces,, decks, porches, and the like area; provided further that the shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "heated dwelling area." All driveways must be constructed of concrete, brick, asphalt, pre-cast pavers, pebble, or shell finished concrete, unless otherwise approved, and shall extend from the platted street in front of the residence to the front of the enclosed garage, also a sidewalk extending from the driveway to the front entrance of the house.

C.

The exterior of all houses and other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Lot owner shall be responsible for notifying the Architectural Review Board of such hardship within 30 days after year has expired. Each lot owner shall be responsible for supplying temporary sanitation facilities for workmen during construction, said facilities to be placed in a discreet place on the lot so as to screen it from the street. Each lot owner shall be responsible for the repair and/or replacement of any roadways, curbs, gutters, water meters, or other such items which may be damaged by owner, his agents, or shall mean a person or entity who purchases at a given point in time the entire remaining interest of Declarant in the subdivision and shall not include the purchasers of lots or the purchasers of lots improved with residences. In the event of damage or destruction to any portion of the improvements constituting a Unit, the Unit shall be repaired or restored. In the event that the damage or destruction renders the Unit uninhabitable or the damage is so substantial that the Owner determines not to rebuild the Unit, the Owner shall clear the debris and have the lot leveled, within 120 days from the date of destruction or damage.

D.

Residences may be constructed of materials as defined in the Little Piney Island *Basic Guidelines for Architectural Submission for Construction of Homes* in Little Piney. No mobile homes or manufactured housing of any type shall be placed on any lot

E.

No sheds, or other outbuildings of any kind, character or description, shall be constructed on any subdivision lot without the prior written consent of the Architectural Review Board. No automobiles (with the exception of family vehicles), vans, trucks, recreational vehicles, buses, boats, boats on trailers, trailers, travel trailers, motor homes, or any other similar type vehicle or equipment shall be allowed to park on any of the platted streets in the subdivision or in any driveways (except on a temporary basis, not more than one week). All such vehicles must be parked inside of an enclosed area.

G.

Each home owner in the subdivision shall be required to maintain said lot in a clean and sightly condition, including the proper mowing, trimming and pruning of grasses, weeds, trees or other underbrush. If necessary, the Little Piney Island Property Owners Association reserves the right (after giving thirty (30) days written notice) to hire a professional to clean unsightly property at owner's expense.

H.

Mailboxes shall be built and erected according to location, design and color as specified in Exhibit "B" of this document. No other containers are allowed on the mailbox post.

I.

All TV, TV dish, radio and other such antenna systems shall be located on the inside of a residence such as in the attic, or in an approved enclosure, or so as not to be seen from the street.

J.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners he thereof.

K.

Upon occupancy of home, no trees of more than 6 inches DBH (Diameter Breast high) within any set-back, and 8 inches DBH regardless of location, may be removed without permission from the Little Piney Island Architectural Review Board, unless: (1) trees are dead, or (2) trees are diseased.

L.

No signs other than "For Sale" signs may be erected or maintained on any lot. All "For Sale" signs; must be constructed, painted and erected as prescribed by the Little Piney Island Architectural Review Board. Refer to the attached diagram, Exhibit "C", for design standards for these signs.

M.

Each lot owner shall provide receptacle for garbage in an area not visible from the road. Any visible garbage receptacles must be screened. All garbage receptacles shall be removed from the road right-of-way the same day of garbage pick-up.

N.

Outdoor drying of wash must be done in areas that are completely screened from view from adjacent lots at ground level or any street. Clotheslines or drying racks must be of the umbrella type, and not more than six (6) feet in height from ground level, unless otherwise approved in writing by the Association.

O.

The Association reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on over, and under cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities; provided further, that the Association may cut drain ways for surface water whatever and whenever such action may appear to the Association to be necessary in order to maintain reasonable standard of health. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary too provide economical and safe utility installation and to maintain standards of health, safety and appearance.

P.

No structure of a temporary character shall be placed upon any tract at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the tract after completion of construction.

Q.

No tank or similar storage receptacle for fuel may be exposed to view, and must be installed only within the main dwelling house, within the accessory building, within the screened area or buried underground.

R.

No lot shall be subdivided, or its boundary lines changed except with the written consent of the Association. However, the Little Piney Island Partnership, with the approval of the Property Owners Association, hereby expressly reserves to itself, itself successors, or assigns, the right to re-plat any lot; and to take such other steps as are reasonably necessary to make such re-platted lots suitable and fit as a building. Any future platting of additional property on Little Piney Island will be subject to these Covenants and Restrictions

S.

Whenever the Little Piney Island Partnership or the Property Owners Association is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action to the property, taking such action shall not be deemed a trespass.

U.

No fence shall be erected roadside of the main dwelling. However, a fence may be erected on the rear of any lot, not to extend toward the road past the furthestmost corner of said dwelling from the road right-of-way. No chain link fence will be allowed. Fences may be allowed in the set-back area, depending upon lot size and configuration. All fences must be approved by the Architectural Review Board.

V.

No buildings or other structures shall be erected within seventy-five (75) feet of the street right-of-way, twenty (20) feet from the side property line, or within forty (40) feet of the rear property line without written consent of the Architectural Review Board.

W.

There shall not be any shooting or discharging of firearms on Little Piney Island.

X.

Animals and pets shall be allowed only with the following limitations: (a) no more than three (3) dogs; (b) no more than five (5) cats; (c) fowls or birds only if kept inside dwelling of property owner. No other animals or pets will be allowed. Dogs shall not be allowed to roam freely on Little Piney Island.

Z.

No major work on equipment of any type unless equipment is within the confines of a building

AA.

During construction of the dwelling on each lot, the owner must require the contractor to:

- 1) Provide a dumpster for the collection of all unused and discarded construction materials. The construction site must be policed for trash on a consistent and regular basis;
- 2) Provide a port-o-let for the convenience of all workers;
- 3) Assure and enforce that no signs, other than the General Contractor and the Realtor signs, appear or be placed on any lot during the construction of the dwelling.

ENFORCEMENT

Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the declarant, the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Setback exceptions will be made for those lots that would not permit set-backs as established.

ASSESSMENTS

The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit be acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments or charges, and (b) any Special Assessments. The Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien

upon the Unit against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to an Owner's Successors in title. Any Annual Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15 % per annum or the then applicable highest rate of interest permitted. The Association may bring an action at law against the Owner personally obligated to pay the same, or enforcement the lien against the Unit. In connection with any enforcement proceeding, the Association shall be entitled to recover, in addition to any outstanding Assessment and interest thereon, its attorney's fees and all cost. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Unit.

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

AMENDMENTS

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than seventy-five percent (75 %) of each class of member. Each lot shall be entitled to no more that one (1) vote. The class of member being further defined as the Little Piney Island Partnership and members of the Little Piney Island Property Owners Association.

SUBORDINATION

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

DURATION

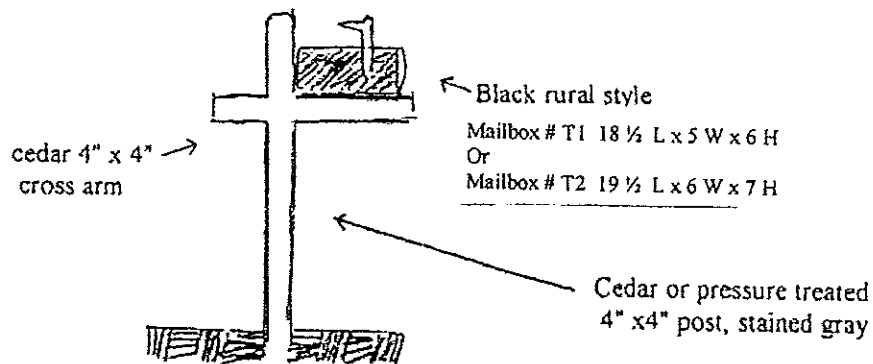
The covenants of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof, for a period of thirty (30) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then of at least seventy-five (75) percent of the subdivision lots. This paragraph shall be automatically included in any amendments to this instrument.

MEMBERSHIP

Each recorded property owner of record on Little Piney Island, including the Little Piney Island Partnership, is automatically a member of the Little Piney Island Property Owners Association, and as such is bound by all of the above covenants and restrictions, and rules and by-laws of the Association. Annual Assessments will be determined by the Board of the Little Piney Island Property Owners Association. The Assessments levied by the Association shall be used to Promote the health, safety, and welfare of the Owners and residents of the Property, for the improvement and maintenance of the common Property, for the operation and administration of the Association, for the support of certain common facilities providing services to the Owners, along with paying Florida Power and Light for the common street lighting, and for such other purposes as are set forth in this Declaration, the Articles or Bylaws.

EXHIBIT "B"

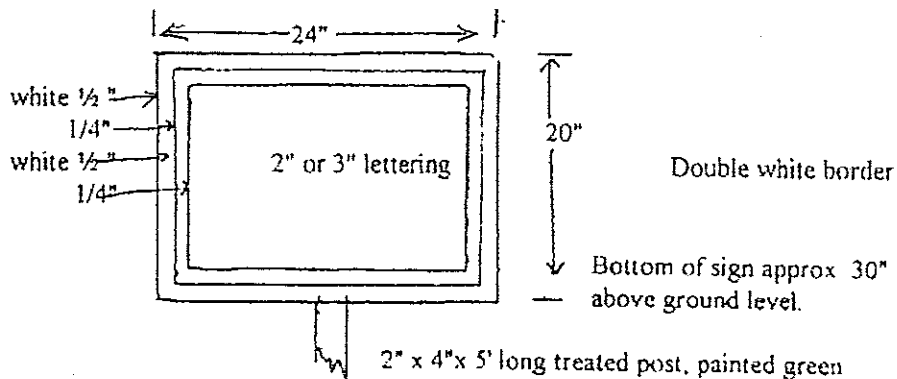
MAILBOX DETAIL



Mailboxes that are not erected on the owner's property (as required by the Postal Service on certain lots) are to be located on the property line between the two lots across the street

EXHIBIT "C"

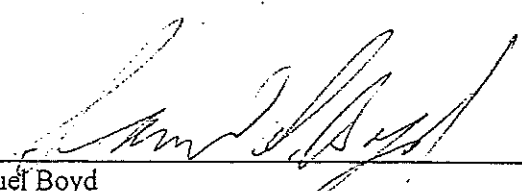
SIGN DETAIL



Sign to be painted Kentucky Green (by Pittsburgh Paint) with white borders and lettering. Lettering to be New Times Roman lettering, 2" or 3" inches height

I, Samuel Boyd, President of Little Piney Island Property Owners Association do hereby declare that the following number and percentage of property owners of Little Piney Island Subdivision have approved the following changes to the Declarations of Covenants, Conditions and Restrictions effective June 1, 2000. Said property owners have acknowledged and approved the changes by executing their individual signatures. Signatures are on file with, and have become a permanent part of the Corporate Records of Little Piney Island Property Owners Association, Inc. These property owners represent a number in excess of seventy-five percent of the total lots (66) of Little Piney Island Subdivision as required by the Amendments paragraph of the Declarations of Covenants, Conditions and Restrictions

- Property Owners approving increasing minimum square foot of homes to 2000 square feet:
51 property owners out of a total of 66 property owners, or 77.3%
- Property Owners approving the requirement of a side or rear opening garage:
55 property owners out of a total of 66 property owners, or 83.3 %
- Property Owners approving the additional of a larger mailbox:
58 property owners out of a total of 66 property owners or 87.9 %

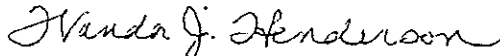


Samuel Boyd

Date 9-6-00

STATE OF FLORIDA
COUNTY OF NASSAU

The forgoing instrument was acknowledged before me this 6th ~~5th~~ day of September, 2000





Wanda J Henderson
My Commission CC902805
Expires January 17 2004