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COVENANTS AND RESTRICTIONS
OF
ARAVA



Book: 1787
Page: 0290
Rec: 04/16/99
08:50 A.M.
File# 9917270
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$82.50

KNOW ALL MEN BY THESE PRESENTS:

ASBURY PLACE, INC., a Florida corporation, hereinafter called "**DEVELOPER**", is the owner of all lots in ARAVA according to the plat in Plat Book 31, pages 78, 79, 80 and 81, of the public records of Clay County, Florida.

NOW, THEREFORE, for and in consideration of the benefit of itself and all person claiming by, through or under it, the **DEVELOPER** does hereby impose upon all lots in ARAVA (1) the following Covenants and Restrictions to run with the title to said lots, and (2) does hereby impose the easements referred to in Paragraph 19 hereof.

1. No lot shall be used except for residential purposes. No building shall be erected on any of said lots other than one detached single family dwelling not to exceed two (2) stories in height and an attached car garage capable of holding up to three (3) cars.

2. The **DEVELOPER** reserves the right to resubdivide, replat or utilize any lot or lots shown on said plat for any purpose consistent with residential development in general, including rights of way for road purposes within the subdivision or to adjoining lands and easements. The restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements, or for other purposes that the **DEVELOPER** and only the **DEVELOPER** determines will not effect the residential integrity of the subdivision.

3. The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard properly maintained in an appropriate condition and all buildings properly painted.

4. No trailer, tent, shack, detached garage, barn or other out-building shall be erected or permitted either temporarily or permanently on any lot. However, nothing herein shall be construed to prevent the **DEVELOPER**, or its agents, from erecting and maintaining on any part of said lots owned by it, such temporary buildings and other structures as may be reasonably required by **DEVELOPER**, its successors and assigns, for development and sales purposes.

5. No inoperable motor vehicles, appliances or other articles shall be placed on or permitted to remain on any lot either temporarily or permanently.

6. Each and every residence on each lot shall be connected to the water lines owned

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and operated by the Clay County Water and Sewer Authority, or its successors and/or assigns. No well shall be permitted on any lot to be used in the interior of any residence except that shallow wells for use in air conditioning equipment and/or lawn watering are permitted - all septic tank locations and the drain fields connected therewith shall be in the rear or side of the lot.

7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste; except in closed sanitary containers and for not longer than twenty-four (24) hours.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except that a total not to exceed four (4) dogs, cats or other household pets may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purpose and do not cause or create or constitute a nuisance.

9. No building shall be constructed on any lot of material other than masonry, metal preapproved by the **DEVELOPER**, or good wood. No secondhand nor used building materials other than masonry shall be used, except that secondhand wood may be used on the exterior of residences, provided it has a minimum of two (2) coats of high quality paint applied to the exterior. Under no circumstances shall tin, tar paper or asphalt composition (except for roofs of asphalt shingles) appear on the exterior of any such residence or building, except temporarily during construction.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors.

11. No radio, television aerial, antennas, satellite dish, or any other exterior electronic or electric device of any kind shall be permitted on any lot or attached to any structure on the lot except that a satellite dish not to exceed eighteen (18) inches in diameter will be permitted as long as the dish is screened and not visible from any other lot or from the street.

12. All basketball backboards must be a minimum of twenty-five (25) feet from the front curb line.

13. No wheeled vehicles of any kind and no boats may be kept or parked on the lot unless same are completely inside a garage or other appropriate enclosure, such as a fence, which will shield the vehicle or boat from view from outside the lot, except that private automobiles of the home owners bearing no commercial signs or license tag may be parked in the driveway on the lot, and except that private automobiles of guests of the home owners may be parked in such driveway; except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. A wheeled vehicle or boat, which is too large for the garage, may be placed on the lot; however, it must be obscured from view from the outside of the lot.

14. The property is subject to an easement for oil, gas and minerals on, in and under the above described lands and the right of the easement owners to explore for oil, gas and minerals on, in, and under each lot, and to produce, drill, and mine the same; provided that the Grantee's and the Grantee's heirs, representatives, successors and assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to crops or to the improvements thereon caused by the exercise of such rights shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

15. "Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated as "wetland as defined by D.E.T." upon the recorded subdivision plat.

The Conservation Easement Areas shall and are hereby declared to be subject to a conservation deed restriction in favor of the **DEVELOPER**, its successors and assigns, for the purpose of retaining and maintaining the conservation easement areas in the predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this conservation easement, each of the following uses of the conservation easement are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- A. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structure and improvements on or above the ground of the conservation easement areas; or
- B. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- C. The removal or destruction of trees, shrubs or other vegetation from the conservation easement areas; and
- D. The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the conservation easement areas; and
- E. Any use which would be detrimental to the retention of the conservation easement areas in their natural condition.
- F. Acts or uses detrimental to such retention of land or water areas.

The conservation easement areas shall be perpetual.

The **DEVELOPER**, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the conservation easement areas at all

reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibition and restrictions.

The **DEVELOPER**, until such time as all of said lots have been sold by it, and all subsequent owners of any land upon which there is located any conservation easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement parcel on their lot or lots.

The prohibitions and restrictions upon the conservation easement areas as set forth in this paragraph may be enforced by the St. Johns Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this conservation easement area may not be amended without prior approval from the St. Johns River Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the conservation easement areas, and shall be binding upon, and shall inure to the benefit of the **DEVELOPER**, and its successors and assigns. Upon conveyance by the **DEVELOPER** to third parties of any land affected hereby, the **DEVELOPER**, shall have no further liability or responsibility hereunder, provided the deed restriction including the conservation areas are properly recorded.

16. The **DEVELOPER** and its assigns reserves the right to release any lot from any part of these covenants and restrictions which may violate (including without limiting the foregoing, violations or building restriction lines and provisions hereof relating thereto wherever the **DEVELOPER**, in its sole judgment, determines such violation to be minor or insubstantial violation) these covenants and restrictions.

17. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the architectural committee as to quality of workmanship and materials, harmony of external design with existing structures. The location with respect to topography and finish grade elevation shall be the sole responsibility of the builder.

18. The architectural committee is composed of JAMES R. MENARD, 2575 C.R. 220, Suite 107, Doctors Inlet, Florida 32068 and one other person named by him. The committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. All submittals should be made by the owner to the builder, who in turn will, with his recommendation, submit same to James R. Menard or his assigns for his consideration. At a time when the **DEVELOPER** has sold ninety percent (90%) of the total lots in ARAVA, the enforcement of these covenants and restrictions shall be the responsibility of ARAVA Home Owners Association, Inc., a non-profit corporation. However, nothing shall preclude the **DEVELOPER** from turning over these responsibilities sooner to such homeowners association.

19. Easements for fencing, water, sewage, electricity, drainage, power, and communications are reserved over, on and under all easements as shown on said plat and over and on, a ten (10) foot strip along the side lines of each lot, and on and over a fifteen (15) foot strip along the front of each lot, where no such easement is shown on said plat, and the said **DEVELOPER** shall have the unrestricted right and power to release said easement as to any lot. Said reservation of easements shall inure to the benefit of the **DEVELOPER** and its successors and/or assigns.

20. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

21. Invalidation of any one of these covenants by judgment or court shall in no way effect any of the other provisions which shall remain in full force.

22. All pools, in ground or above ground, swimming, wading, or hot tub, either permanent or temporary, must be obscured from view from outside of the lot.

23. Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; no closer than twenty (20) feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground. If the fence is to be located in a easement for drainage, then there shall be provided a minimum of eighteen (18) inches between the natural ground and the bottom of the fence. Fence structure posts may be installed in the drainage easement but at intervals of not less than eight (8) feet.

Along the rear of lots 20-25 and 38-47, the only type fence allowed on the rear of the lot shall be a green vinyl chain link fence no higher than four (4) feet. The lot owners of lots 20-25 and 38-47 shall be responsible for the maintenance of the drainage easement behind their lot to the water edge. This is to include cutting and maintenance of the lake bank to the water's edge.

There shall be no access allowed to the rear of lots 48-55 and, further, these lots must install a six (6) foot cedar shadow box fence along the rear lot line.

24. The building set back requirements and building restrictions shall be set back a minimum of twenty (20) feet from the front lot lines, a minimum of ten (10) feet from the rear lot lines and minimum of seven and one-half feet (7 1/2') from the side lot lines, however, any setback or building restriction lines (B.R.L.) established on the plat will supersede the above minimums.

25. Buildings shall contain a minimum of twelve hundred (1200) square feet of ground area, exclusive of garages, porches, or screened-in areas for single story residences, no less than

six hundred (600) square feet of ground area for a residence of more than one story. The **DEVELOPER** reserves the right to reduce any of the above designated number of square feet by up to ten percent (10%) as to any of the lots. All buildings shall have a side entry garage.

26. The covenants and restrictions shall remain in force and effective until January 1, 2040, after which these covenants and restrictions shall be automatically renewed for successive ten (10) year periods unless these covenants and restrictions are amended, altered or canceled by a majority vote of the then recorded owners of the lots herein described. Until these covenants and restrictions expire or are canceled, they shall be deemed to be covenants running with the title to said lots.

27. A non-profit corporation, **ARAVA HOMEOWNERS ASSOCIATION, INC.**, ("The Association") has been formed and the owners of each lot, together with their grantees and successors, shall, by virtue of lot ownership, be members of The Association and subject to payment of all dues and assessments levied by The Association. The Association shall have the right to place a lien, subject to any prior encumbrance, on any lot for non-payment of dues or assessments after thirty (30) days from the date they are due.

When ninety percent (90%) of all lots have been sold and conveyed by the **DEVELOPER**, the Association shall assume full responsibility for all of Developer's obligations with regard to storm drainage within the subdivision which has previously been the obligation and responsibility of **DEVELOPER**. However, nothing shall preclude the **DEVELOPER** from turning over these obligations and responsibilities sooner to such Homeowners Association.

The association members shall be lot owners and they shall initially and annually elect a minimum of four (4) directors, plus a president, a vice-president and a secretary-treasurer (who may also be directors).

Initial dues shall be One Hundred Eighty Dollars (\$180.00) per year and shall be fixed annually thereafter by the Board of Directors in an amount not to exceed ten percent (10%) greater than the prior year's assessment.

Commencing in 1999 such dues shall be prorated as of the date a homeowner purchases from a builder and shall be paid to the association at closing.

28. When approved by a two-third (2/3) vote of the property owners attending a meeting of the association, after due notice, the association may levy, in addition to the dues, a special assessment required to fulfil its responsibilities.

29. The purpose of the dues and assessments levied by the association shall be used exclusively to improve and maintain the common area, including but no limited to the following:

- A. Payment of operating expenses of the association;