

COVENANTS AND RESTRICTIONS

MAGNOLIA POINT

KNOW ALL MEN BY THESE PRESENTS:

Whereas, Doctors Lake Farm Company, a corporation organized and existing under the laws of the State of Florida, is now the owner of all the herein restricted lots contained in and shown on the plat of Magnolia Point, a subdivision as recorded in Plat Book 6, page 14, public records of Clay County, Florida, and

Whereas, the said Doctors Lake Farm Company is developing said lots and is desirous of placing covenants and restrictions upon the use of all of the lots shown on said plat, said covenants and restrictions to run with the title to said lots,

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the said Doctors Lake Farm Company does hereby, for itself, its successors and assigns, for a period of forty years from the date hereof, restrict the use as hereinafter provided of all of the various lots in Magnolia Point, recorded in Plat Book 6, page 14, public records of Clay County, Florida, and does hereby place upon said land certain covenants and restrictions as follows:

1. No structure shall be erected, altered or permitted to remain on any lot or building plot in said subdivision other than one single family dwelling, not to exceed two stories in height, together with the necessary outbuildings thereof. The term "outbuildings" shall be construed to include only a detached garage, to which may be attached laundry, tool or servant's room and a detached children's playhouse, but no outbuilding shall exceed a single story. No outside toilets shall be permitted.
2. No structure, except a dock, boat house or swimming pool, shall be located on any lot or building plot nearer to the lake front survey line as shown on said plat than 90 feet, nor shall any structure be located nearer than 10 feet to any side lot line or nearer than a distance equal to 10% of the width of the lot at the building line, whichever is lesser, except eaves and cornices may project not in excess of 3 feet over such building line. No structure shall be located on any lot or building plot nearer to the back line than 60 feet, except a swimming pool.
3. No dwelling shall be erected or placed on any lot which has an area of less than 1400 square feet. In computing the square footage such computation shall be exclusive of attached garages, carports, storage rooms and open porches, but this restriction shall not apply to outbuildings.
4. No ready built structure shall be moved or permitted to remain on any building plot, but this restriction shall not apply to prefabricated houses actually assembled on the lot or building plot.
5. No livestock, fowl, poultry or pigeons shall be kept on any lot or building plot, but this restriction shall not be construed to prohibit the keeping of household pets, which shall not be kept or bred for commercial purposes or in unreasonable numbers; and no dog kennels for commercial purposes or otherwise shall be permitted.



6. No building or other structure at any time situate on any lot or building plot shall be used as a hospital, sanitarium, church or charitable, religious or philanthropic institution, or for business or manufacturing purposes, including, but not limited to, fish camps, boat rental establishments or commercial fishing, nor shall the lot or plot itself be used for any such purpose whether a structure is erected thereon or not. No noxious or offensive trade or activity shall be carried on upon any lot or building plot or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No display sign or other sign of a commercial nature shall be allowed to be placed on any lot.

7. No basement, tent, shack, houseboat, barn or other outbuilding shall be placed or erected upon any lot or building plot or on the waters adjacent thereto to be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence; and no dwelling shall be occupied unless substantially finished, nor shall any unfinished structure be allowed to remain on any lot or building plot for a longer period than 24 months. No trailer or mobile home shall be permitted to remain on any lot for any purpose.

8. No residence or outbuilding shall be erected, placed, altered or allowed on said land until after the plans, specifications and location of the same shall have been approved in writing by Doctors Lake Farm Company; provided, however, that if the said Doctors Lake Farm Company shall fail to approve or disapprove said plans, specifications and location within 90 days after written request for such approval, then such approval shall not be required; and provided further however, that any building or other structure erected without the approval of the said Doctors Lake Farm Company of the plans, specifications and location thereof shall not violate any of the restrictions herein contained and shall conform to and be in harmony with existing structures erected on said land.

9. No outbuilding, which term shall not include a dock, boat house or swimming pool, shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon; provided, however, that such outbuilding may be erected or constructed on any such lot simultaneously and in conjunction with the erection of a permanent residence thereon.

10. If the parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property covered by this instrument to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidity of any one of these covenants by judgment or by Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF Doctors Lake Farm Company has caused these presents to be executed in its corporate name with its



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corporate seal hereunto affixed by its officers thereunto duly authorized this 1<sup>st</sup> day of SEPTEMBER, 1959.

Signed, sealed and delivered  
in the presence of:

DOCTORS LAKE FARM COMPANY

By: Thomas E. Triplett  
President

Attest: J. I. Triplett III  
Secretary

STATE OF FLORIDA  
COUNTY OF CLAY

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared J. I. Triplett, III, well known to me to be the Secretary of the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the county and state aforesaid this 24<sup>th</sup> day of September, 1959.

George Paul  
Notary Public, State of Florida at Large  
My commission expires: 3-11-61

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Thomas E. Triplett, well known to me to be the President of the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the county and state aforesaid this 1<sup>st</sup> day of September, 1959.

George H. Botwin  
Notary Public, State of Florida at Large  
My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires July 4, 1963  
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA NO. 5400  
COUNTY OF CLAY  
THIS INSTRUMENT FILED AND RECORDED 24 DAY  
OF Sept 1959 AT Yulee IN  
JULY ALA  
FILED 444 RECORDED  
GREENIE L. CAMPBELL, CLERK OF CIRCUIT COURT  
BY Samuel Hughes DEPUTY CLERK