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COVENANTS and RESTRICTIONS
Unit 5
Foxmeadow



Page: 0584
Rec: 06/16/94
04:06 P.M.
File# 9422704
John Feene
Clerk Of Courts
Clay County, FL

Recorded in the Official Record Book _____, Pages _____ Public Records
of Clay County, Florida. Covering all lots in Unit 5 Foxmeadow, as record-
ed in Plat Book 24 Pages 28-30 of the Public Records of Clay County, Florida.

1. Said land shall be used for residential purposed exclusively. No structure shall be erected, altered or permitted to remain on any lot or building plot on said land 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 and/or barn for not to exceed three cars, to which may be attached a laundry, tool, or servant's room, a detached children's playhouse, and like detached outbuildings incident to use of the lot or plot for single family purposes. No building or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable religious or philanthropic institution, or for business or manufacturing purposes and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.
2. No building shall be located nearer to the front lot lint or nearer to the side street line, than building setback lines shown on the recorded plat. In any event no building shall be located on any residential building; nearer than 100 feet to front line, 10 feet to any side lot line, nor nearer than 50 feet to the rear lot line; provided, however, that the eaves and cornices of any such building may project not more than 4 feet within such 10 foot reservation; the front lot line mentioned in this covenant being the side of the lot abutting a dedicated street; and further provided that no structure shall be permitted nearer than 50 feet to a side street line on any corner plot.
3. No noxious or offensive trade or activity shall be carried on, on said land nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry shall be kept, raised or maintained on said land except dogs, cats, and household pets so long as they are not kept, maintained or bred commercially. No commercial advertising or display signs and no large or unsightly sign shall be permitted on said land. No trailer, tent, basement or shack to be used wholly or partly, permanently or temporarily for residential purposed shall be allowed to occupy said land, nor shall any structure be erected upon said land unless it shall conform to and be in harmony with existing structures and the restrictions therein. Nothing herein shall be construed to prevent the developer or its agents from erecting or maintaining on any part of said land owned by it, such commercial and display signs and temporary structures as may reasonably be required by it for development and sale purposes.
4. The ground floor area of each residence, exclusive of open porches, garages, or car ports, shall not be less than one thousand, five hundred (1,500) square feet for a one story dwelling, nor less than nine hundred, (900) square feet for a dwelling of more than one stroy.
5. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot on said land prior to the erection or construction of a permanent residence thereon.
6. Said land shall not be subdivided or sold or leased in parcels except as provided in this paragraph; that the developer may subdivide (By deed or otherwise) or replat any part of said palt in any way it seems fit to do so, including the use of lots or any part thereof, for road purposes, provided that no residence shall be erected upon or allowed to occupy re-subdivided or re-platted lots, having a square foot area smaller than forty four thousand (44,000). In case of such re-subdividing or replatting, all restrictions herein contained shall apply to each lot so created.
All lots in Unit 5 shall be required to construct a sidewalk adjacent to and within the County right-of-way of Saddle Horn Trail and, further, that said sidewalk shall be a minimum of 5" thick, 5' wide and poured with 3,500 psi concrete.

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P.O. Box 326
2751 22002

7. The said developer hereby reserves unto itself a perpetual alienable and releaseable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in, or over the easements reserved for utilities or other purposes shown on said plat, and on, in or over a ten foot strip at the back, side and front lines 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.

8. The exterior of each residence and all outbuildings shall be constructed of materials that require a minimum of maintenance, such as; the use of brick, aluminum, red wood, pressure treated lumber, copper and similar materials.

9. No dwelling shall be permitted on any lot at a cost of less than forty thousand dollars (\$40,000), based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from this date. These covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain or to recover damages, provided no violation shall work a reverter or forfeiture of the title.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions which shall remain in full force and effect.

ADOPTION & DEDICATION

This is to certify that AHPLA, INC., a corporation under the laws of the State of Florida, is the lawful owner of Foxmeadow Unit 5 as recorded in Plat Book 24 Pages 28-30, of the current public records of Clay County, Florida. In witness whereof Foxmeadow Lake, Ltd., has caused these presents to be signed by its President, by and with authority of its Board of Directors, in its name and with its corporate seal affixed this 3rd day of JUNE, A.D. 1994.

[Signature]
Witness

[Signature]
Witness

Foxmeadow Lake, Ltd.,
Ahpla, Inc., General Partner

[Signature]
By/President

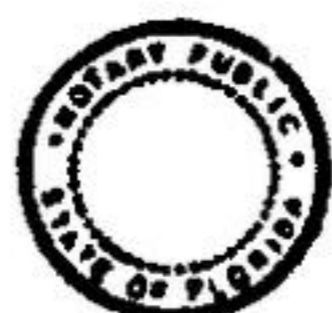
STATE OF FLORIDA
COUNTY OF CLAY

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Marvin E. Wilhite, President of Ahpla, Inc., a corporation under the laws of the State of Florida, to me well known to be the person described in and who executed the foregoing dedication and who severally acknowledged before me that he executed the same freely and voluntarily as such an officer for the uses and purposes therein expressed and that he affixed hereto the official seal of said corporation.

WITNESS my signature and official seal at Orange Park, in the county of Clay and State of Florida this 3rd day of JUNE, A.D. 1994.

[Signature]
Notary Public State of Florida

My commission expires:



LYNN P. McCANN
Notary Public, State of Florida
My Comm. Exp. July 17, 1995
Comm. No. CC 127922