

FOR ASSIGNMENT OF THIS MORTGAGE SEE 361 19
OFFICIAL RECORD BOOK 1978
DAY OF July 1978
6,8 + 31

D.R. 361 PAGE 58

FOR RELEASE OF THIS MORTGAGE SEE 373 19
OFFICIAL RECORD BOOK 1978
DAY OF July 1978
D.R. 373 PAGE 404
Foxridge, Inc.

COVENANTS AND RESTRICTIONS
UNIT 2
FOXBRIDGE, INC.

Recorded in Official Record Book 13, pages 69 and 70, Public Records of Clay County, Florida.

FOR RELEASE OF THIS MORTGAGE SEE 224 25
OFFICIAL RECORD BOOK 1977
DAY OF Oct 1977
Foxridge, Inc. (51454)

1. Said land shall be used for residential purposes 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 heights, together with the necessary outbuildings thereof. The term outbuildings shall be construed to include only a detached garage 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 buildings 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 buildings shall be located nearer to the front lot line 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 plot nearer than 50 feet to front lot line, 11 feet to any side lot line, nor nearer than 10 feet to the rear lot line; provided, however, that the eaves and cornices of any such building may project not more than 1 foot 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 25 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 purposes 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 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 four hundred (1,400) square feet for an one story dwelling, nor less than eight (800) square feet for a dwelling of more than one story.
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 plat in any way it sees 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 twelve thousand (12,000). In case of such resubdividing or replatting, all restrictions herein contained shall apply to each lot so created.
7. The said developer hereby reserved 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 over a ten foot strip at the back of each lot, and on, in over a five foot strip along the front and side 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.

* These restrictions are being rerecorded to reflect the correct plat book, page numbers, and unit number.

(1)

Return to
Prepared By: Marvin E. White
President of AHPLA, Inc.
P.O. Box 326, Orange Park, Fla. 32073

8. No residence, fences or walls, outbuilding, or swimming pool shall be erected, placed, altered or allowed on said land until the plans, specifications and location of the same shall have been approved in writing by the Architectural Control Committee as herein provided.

9. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e., homes, patios, driveways, gardens, parking and recreational areas, etc. Also selective cutting and thinning for lawns and other general improvements shall be permitted. However, where trees have been removed it shall be mandatory that the tree stumps shall be removed simultaneous with the tree.

10. 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.

No building shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be by the Architectural Control Committee.

All buildings shall be total electric (except for fireplaces and solar systems) i.e.: (a) electricity shall be the sole source of energy for heat, light, and power; (b) all wiring shall be in accordance to the latest edition of the National Electric Code; (c) the service entrance equipment shall be at least 100 ampere capacity.

The Architectural Control Committee is composed of John L. Hall, Jr., and Marvin E. Wilhite, all of Orange Park, Florida. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At anytime the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as require in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No dwelling shall be permitted on any lot at a cost of less than thirty thousand dollars (\$30,000.00), 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 cost stated herein for the minimum permitted dwelling size.

12. 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 twenty years from this date. These covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

FOR RELEASE OF THIS MORTGAGE SEE 349 27
OFFICIAL RECORD BOOK 369 THIS
DAY OF March 19 80 Amy E. Cantile
CLERK

(2)

13. 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 wise affect any of the provisions which shall remain in full force and effect.

ADOPTION & DEDICATION

This to certify that FOXRIDGE, INC., a corporation under the laws of the State of Florida, is the lawful owner of Foxridge, Inc., Unit 2 1/2, as recorded in Plat Book 13, pages 69 and 70, of the current public records of Clay County, Florida. In witness whereof FOXRIDGE, INC., has caused these presents to be signed by its President and Secretary-Treasurer, respectively, by and with authority of its Board of Directors, in its name and with its corporate seal affixed this 17th day of December, A.D. 1975.

FOXRIDGE, INC.

Marvin E. Wilhite
Witness

Edith J. Wilhite
By/ President

Shirley L. Bess
Witness

Edith J. Wilhite
Secretary-Treasurer

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 and Edith J. Wilhite, respectively President and Secretary-Treasurer of Foxridge, Inc., a corporation under the laws of the State of Florida, to me well known to be the persons described in and who executed the foregoing dedication and who severally acknowledged before me that they executed the same freely and voluntarily as such officers for the uses and purposes therein expressed and that they 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 17th day of December, A.D., 1975.

Marcella M. Wilhite

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY, 17, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

75-12539
FILE NO. 75-12539
OFFICIAL RECORDS NO. 361
PAGE 58 RECORDED & INDEXED

DEC 24 9 10 AM '75

FILED AND RECORDED IN PUBLIC
RECORDS OF CLAY COUNTY, FLA.

Shirley L. Bess
CLERK CIRCUIT COURT

76-4048
FILE NO. 76-4048
OFFICIAL RECORDS NO. 373
PAGE 48 RECORDED & INDEXED

APR 27 11 09 AM '76

(3) FILED AND RECORDED IN PUBLIC
RECORDS OF CLAY COUNTY, FLA.

CLERK CIRCUIT COURT

Prepared by: Marvin E. Wilhite
President of FOXRIDGE, Inc.
P.O. Box 326, Orange Park, Fla. 32073