

4/00

COVENANTS AND RESTRICTIONS

HERITAGE HILLS

UNIT IV

C.P. 733 PAGE 119

* * * * *

according to the Plat thereof recorded in Plat Book 17, Pages 67 - 72, public records of Clay County, Florida.

KNOW ALL MEN BY THESE PRESENTS:

P.O. Box 40706
Mn, Al. 32203

WHEREAS, FLORA HOMES, INC., a Florida Corporation, hereinafter called the "Developer", is now the owner of all of the land shown on the Plat of Heritage Hills, Unit IV, according to the plat thereof recorded in Plat Book 17, Pages 67-72, of the public records of Clay County, Florida, and

WHEREAS, said Developer is developing said subdivision known as Heritage Hills Unit IV and the Developer is desirous of placing certain covenants and restrictions upon the use of the land shown on said plat and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer does hereby restrict the use, as hereinafter provided, of all of the land included in said plat being hereinafter sometimes referred to as "said land", and the undersigned party does hereby place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels or tracts shown on said plat or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions, as follows:

1. The term "lots" as used herein shall refer to the numbered lots as shown on the said plat. The term "building plot" as used herein shall apply to any subdivision or combination of a platted lot or lots provided that in no event shall any such building plot be created that contains less than 8,500 square feet

in area or having a front footage of less than 55 feet measured at the front set back line. Where such building plots may come into being as herein provided, the said building plot shall be subject to the same restrictions as those governing a platted lot. The Developer alone retains the right to create such building plots for so long as the Developer owns any lots within the said subdivision.

P.L. 733 P.L. 120

2. Only single family residences with such other related buildings as are permitted in paragraph 3 will be allowed. Only one such single family residence with related buildings may be located on each lot or building plot as defined above. Each such single family residence shall be limited to occupancy by only one family which shall consist of not more than one head of a household.

3. Related Buildings as defined herein may include a garage, servants quarters, a hot-house, a storage building for lawn and garden implements, a swimming pool with dressing rooms, an outdoor fireplace for cooking food and/or a covered patio. There shall be no carports. All residences will have garages either to be detached or made a part of the single family residence. All garages, whether attached to or detached from the residence shall be adequate for not less than two automobiles nor more than three automobiles and all openings through which cars are to be driven shall have a suitable door. No driveway to a garage shall enter a lot or building plot from Constitution Drive. No trailer, mobile or motor home, basement, garage, or any outbuilding of any kind other than servants quarters, even if otherwise permitted here under to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

4. No residence, related buildings or accessory structures to include walls, fences, driveways, swimming pools, play houses, patios, picnic areas, or permanent outdoor cooking facilities may be erected, placed or altered on said lots or building plot until the building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials,

floor plans, location and orientation on the lot or building plot and approximate square footage, construction schedule and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the lot or building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including for purely aesthetic reasons. In reviewing such plans and specifications the Developer may take into consideration the suitability of the materials of which the same are proposed to be built, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such improvements as viewed from neighboring properties. In the event the Developer fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been delivered to the Developer as required above, the approval of the Developer shall be presumed and the provisions of this paragraph 4 shall be deemed to have been complied with.

5. No residence shall exceed two (2) full stories in height. No single story principal residence shall be built that contains less than 1,200 sq. ft. of heated area. For residences having more than one story, the first floor shall contain not less than 825 square feet and the second floor not less than 600 square feet. In measuring the square footage hereunder, only space that is heated and/or cooled shall be included. Porches, covered walkways, patios and garages are specifically excluded. Fences shall not exceed six (6) feet in height for wood or masonry type, nor more than four (4) feet in height for woven wire type. No exposed concrete block construction shall be visible when the residence is completed.

6. Whenever there shall have been built or there shall exist on any lot or building plot any structure, building, thing or condition which is in violation of these covenants and restrictions the Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer liable in anywise for any damages on account thereof.

P.L. 733 P.A.S. 122

7. No shed, shack, lean-to, office or storage trailer, carport, or temporary sanitary toilet facilities shall be located on a lot for other than periods of construction of the principal residence and/or other permitted structures. Except as provided hereinabove, none of the named structures shall be permitted. Motor homes, campers, trailers or boats that may be kept on a lot or building plot shall be housed in a permitted structure or may be kept on a lot or building plot outside of a permitted structure provided it is parked no closer than 50 feet to any street.

8. Improvements to a lot or building plot shall be within the prescribed building set back lines. No part of any primary residence and attached garage, if any, shall be located closer to the front lot line than twenty-five (25) feet or closer than ten (10) feet to a side lot line or closer than twenty-five (25) feet to the rear lot line except for corner lots which shall require a minimum distance of twenty-five (25) feet from any part of a primary residence and attached garage, if any, to the side street lot line. No part of any permitted detached related buildings shall be located closer to the front lot line than fifty (50) feet or closer than ten (10) feet to a side or rear lot line except on a corner lot no such buildings shall be located closer to a side street than twenty-five (25) feet.

9. No animals, birds, or fowl shall be kept, permitted, raised or maintained within the confines of Heritage Hills, Unit Three, except as permitted in this paragraph 9. Not more than two dogs, nor more than two cats, nor more than four birds (none of which may be parrots) and not more than four rabbits may be kept on a single lot or building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or constitute any annoyance or nuisance in the neighborhood or nearby property or be destructive of wildlife, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times.

T.P. 733 123

10. Any clothes lines which may be erected, house for garden tools, compost or piles of compost, top soils, fertilizers or things of like nature being temporarily stored for use on the subject premises shall be located in an area behind the house and shall be screened from view by an acceptable ornamental fence or hedge. No mail box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any lot or building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Postal Department and the Developer.

11. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any lot or building plot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed 8 square feet in size, shall not extend more than 4 feet above the ground and shall be limited to one sign to a lot or building plot. The Developer may enter upon any lot or building plot and summarily remove any signs which do not meet the provisions of this paragraph.

12. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the

Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other temporary offices or structures as the Developer may deem advisable for purposes of development of Heritage Hills. P.L. 733 Art 124

13. No illegal, noxious or offensive activity shall be permitted or carried on on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

14. No window air conditioning unit may be installed in or on any elevation of a residence where such elevation faces a street.

15. All electric and other utility lines including telephone lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible.

16. Central sewage treatment plant and collection system is provided and each owner of a platted lot or building plot shall, at his expense, connect his sewage disposal lines to the sewage collection line provided to serve that owner's platted lot or building plot so as to comply with the requirements of such sewage collection and disposal service and shall pay contributions in aid of construction and connection charges established or approved by the Developer. After such connection, each such property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof.

17. No artesian wells may be drilled or maintained on any platted lot or building plot without first obtaining the permission of the Developer. Rock wells may be drilled and maintained on any platted lot or building plot. However, the central water supply system provided for the service of said land shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each platted lot or building plot, and each property owner at his expense shall connect his water lines to the water distribution main provided to serve that owner's platted lot or building plot and shall pay connection and water meter charges established or approved by the Developer. After such connections each property owner shall pay when due the periodic charges or rates for this service as established by the supplier thereof. No individual water supply system or well shall be permitted on any platted lot or building plot except solely to supply water for air conditioning and/or heating installations, irrigation purposes, swimming pools or other exterior use.

18. The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releaseable easement, privilege and right on, over and under the ground to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes, or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements whether or not shown on said plat (whether such easements are to be for drainage, utilities or other purposes) and on, in, over and under a ten (10) foot strip at the back of each lot and a six (6) foot strip at the front of each lot, and a ten (10) foot side strip of each lot. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and

rights referred to in this paragraph 18. The owner of any lot or building plot subject to the privileges, rights and easements referred to in this paragraph 18 shall acquire no right, title or interest in or to any poles, wires, cable, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, right and easements.

D.P. 733 126

19. The owner of each platted lot or building plot, whether such be improved or unimproved, shall keep same free of tall grass, undergrowth, dead trees, dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any platted lot or building plot fails to comply with the preceding sentence of this paragraph 19, the Developer shall have the right, but not the obligation, to go upon such property and to perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition as described herein, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer on demand.

20. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions or under the provisions of said plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

C.R. 733 127

21. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purpose and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said lot or building plot which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any lot or building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

22. In addition to the rights of the Developer provided for in paragraph 21 hereof, the Developer reserves and shall have the right, with the consent of the persons then owning seventy-five percent (75%) or more of the platted lots shown on the plat of Heritage Hills, Unit Four, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

23. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

24. The covenants and restrictions numbered 1 through 23 above, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the 1st day of June, A.D. 2033.

FLORA HOMES, INC.

By

D. Clinton Davis
Its Vice President



WITNESSES:

Dawn Van Dine

Clara J. Cable

733 128

STATE OF FLORIDA

COUNTY OF DUVAL

Before me personally appeared D. Clinton Dawkins, III, to me well known and known by me to be the individual described in and who executed the foregoing instrument as Vice President of the above named FLORA HOMES, INC., a Corporation, and acknowledged to and before me that he executed such instrument as such Vice President of said Corporation, and that the seal of said Corporation affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

Witness my hand and official seal this 23rd day of June, 1983.

Clara J. Cable
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires 12/31/83

(AFFIX SEAL)

FILE NO. 83-09639
OFFICIAL RECORDS NO. 733
PAGE 119 REC. INDEXED
JUN 23 3 00 PM '83
FILED AND RECORDED IN PUBLIC
RESPONSE UNIT
Henry A. Smith
CLERK CIRCUIT COURT

