

COVENANTS AND RESTRICTIONS

OF

THE VILLAGE GREEN, UNITS ONE AND TWO

KNOW ALL MEN BY THESE PRESENTS:

That HILLSIDE CORPORATION, a Florida corporation, hereinafter called "Developer", is the owner of all lots located in THE VILLAGE GREEN, according to the plat thereof recorded in Plat Book 15, pages 18 and 19 of the Public Records of Clay County, Florida.

Developer is desirous of (i) placing certain covenants and restrictions upon the use of the above-referenced lots, said covenants and restrictions to run with the title to said lots and (ii) of imposing certain easements as hereinafter provided.

NOW, THEREFORE, for and in consideration of the benefit of itself and all persons claiming by, through or under it, the Developer does hereby impose (i) the following covenants and restrictions upon all the lots in THE VILLAGE GREEN, said covenants and restrictions to run with the title to said lots, and (ii) the easements referred to in Paragraph 14 hereof, which shall be perpetual in duration.

1. No lot shall be used except for residential purposes. No building shall be erected on each of said lots other than one detached single family dwelling not to exceed two stories in height and an attached two car garage or carport.

2. Buildings shall be set back a minimum of 30 feet from front and side street lot lines and a minimum of 10 feet from side lot lines. If any one residence is erected on more than one lot or on a building lot composed of parts of more than one lot, then the side lot restriction shall apply only to the extreme side lot line of the two or more lots or the building plot occupied by such residence.

3. No one story residence, no one and one-half story residence, no split-level residence and no two-story residence shall be erected or allowed to remain on any building plot unless the total floor area of all floors and all levels of such residence, exclusive of screened or un-screened porches, garages and carports, shall equal or exceed an aggregate of 1800 square feet.

4. No trailer, tent, shack, detached garage, barn or other outbuilding shall be erected, either temporarily or permanently; however, nothing herein shall be construed to prevent 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 it for development and sales purposes. No inoperable motor vehicles, appliances or other article shall be placed on or permitted to remain on any lot either temporarily or permanently.

Return → Paul C. Armstrong  
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Orange Park, Fl.

5. The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard maintained and all buildings properly painted.

6. Each and every residence on each lot shall be connected to the water and sewer disposal lines owned and operated by the Town of Orange Park, or its successors and/or assigns. No well shall be permitted on any lot to be used for housekeeping within a residence except that shallow wells for use in air conditioning equipment and/or lawn watering are permitted.

7. No signs of any nature shall be erected or maintained on any lot other than a sign of not more than two (2) feet by two (2) feet advertising the property for sale.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats or other household pets may be kept provided, however, that they are not kept, bred, or maintained for any commercial purposes and do not cause or create or constitute a nuisance.

10. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for uses in boring for oil or natural gas shall be erected, maintained or permitted upon any lots.

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

12. On corner lots, no fence, wall, hedge, or shrubbery planting shall be erected or maintained in excess of 4 feet in height along that side of said lots which border any street. All fences or walls over 4 feet high shall be constructed so as to allow the passage of air through them; provided further, no fences shall be erected in the front yards of any lots.

13. No building shall be constructed on any lot of materials other than masonry, metals acceptable to 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 coats of high quality paint applied. Under no circumstances shall tin, tar paper or asphalt composition (except for roofs of asphalt shingles) appear on the exterior of any such building.

14. Easements for drainage and utilities, including, but not limited to water, sewage, power and communications, are reserved.

by the Developer over, on and under all easements as shown on said plat of THE VILLAGE GREEN. Said reservation shall inure to the benefit of the Developer and its successors and assigns. The easements and rights herein reserved to the Developer shall not pass from the Developer by its deed conveying any of the lots but shall exist and continue in the Developer only or in those persons or entities to which the Developer shall have expressly conveyed said easements and rights.

15. These covenants and restrictions shall remain in force and effect until January 1, 2009, after which these covenants and restrictions shall be automatically renewed for successive ten year periods unless these covenants and restrictions are amended, altered or cancelled by a majority vote of the then record owners of the lots herein described. Until these covenants and restrictions expire or are cancelled, they shall be deemed to be covenants running with the title to said lots.

16. Except as otherwise provided herein, in the event the Developer, or its successors or assigns, shall violate or attempt to violate any of the covenants herein expressed, it shall be lawful for any other person or persons owning any interest in said lots to institute any proceedings at law or in equity against the person or persons, firms, or corporations violating or attempting to violate any such covenants, either to prevent him or them from so doing, or to recover for damages sustained because of such violation.

17. The Developer reserves the right to release any lot from any part of these covenants and restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) wherever the Developer, in its sole judgment, determines such violation to be minor or an insubstantial violation.

18. No building shall be erected, placed, or altered on any lot until the construction plans and specifications 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 setback line unless similarly approved. Approval shall be as provided in Paragraph 20.

19. The Architectural Control Committee is composed of Mr. Paul C. Armstrong, P.O. Box 578, Orange Park, Florida 32073, Mr. Frank W. Brown, Jr., P.O. Box 215, Orange Park, Florida 32073, and Mrs. Helen B. Adams, P.O. Box 215, Orange Park, Florida 32073. 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 members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time that the Developer shall have sold all the lots in THE VILLAGE GREEN, 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.

20. The committee's approval or disapproval as required 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, approval will not be required and the related covenants shall be deemed to have been fully complied with.

21. 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 covenant either to restrain violation or to recover damages.

22. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, HILLSIDE CORPORATION, a Florida corporation, has caused these Covenants and Restrictions to be executed and its corporate seal affixed, this 12th day of March, 1979.

Signed, sealed and delivered  
in the presence of:

*Wanita Hall*

HILLSIDE CORPORATION

By *Paul C.*  
Its President

STATE OF FLORIDA)  
COUNTY OF CLAY )

The foregoing instrument was acknowledged before me  
this 12th day of March, 1979, by *Paul C.*  
*Armstrong*, the *President* of  
HILLSIDE CORPORATION, a Florida corporation, on behalf of the  
corporation.

FILE NO. 79-03352  
OFFICIAL RECORDS NO. 516  
86 VERIFIED

MAR 1 1 41 PM '79

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

*Wanita Hall*  
CLERK CIRCUIT COURT

*Wanita Hall*  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 4, 1980  
Bonded by American Fire & Casualty Company

(SEAL)