

Rec. 63.00

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12:41 P.M.
File# 9843321
Talmadge L Bennett
Clerk Of Courts
Clay County, FL
FEE: \$69.00

FRANK M. SCRUBY
P. O. BOX 1000
ORANGE PARK, FL 32067-1000

COVENANTS AND RESTRICTIONS
OF
HUNTERS TRACE



KNOW ALL MEN BY THESE PRESENTS:

HABITAT DEVELOPMENT OF CLAY COUNTY, INC., a Florida corporation, hereinafter called "DEVELOPER", is the owner of all lots in Hunters Trace according to the plat in Plat Book 31, pages 60, 61, 62, 63, 64 and 65, of the public records of Clay County, Florida.

NOW, THEREFORE, for and in consideration of the benefit of itself and all person claiming by, through or under it, the DEVELOPER does hereby impose upon all lots in Hunters Trace (1) the following Covenants and Restrictions to run with the title to said lots, and (2) does hereby impose the easements referred to in Paragraph 19 hereof.

1. No lot shall be used except for residential purposes. No building shall be erected on any of said lots other than one detached single family dwelling not to exceed two (2) stories in height and an attached car garage capable of holding up to three (3) cars.
2. The DEVELOPER reserves the right to resubdivide, replat or utilize any lot or lots shown on said plat for any purpose consistent with residential development in general, including rights of way for road purposes within the subdivision or to adjoining lands and easements. The restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements, or for other purposes that the DEVELOPER and only the DEVELOPER determines will not effect the residential integrity of the subdivision.
3. The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard properly maintained in an appropriate condition and all buildings properly painted.
4. No trailer, tent, shack, detached garage, barn or other out-building shall be erected or permitted either temporarily or permanently on any lot. However, nothing herein shall be construed to prevent the DEVELOPER, or it 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 DEVELOPER, its successors and assigns, for development and sales purposes.
5. No inoperable motor vehicles, appliances or other articles shall be placed on or permitted to remain on any lot either temporarily or permanently.
6. Each and every residence on each lot shall be connected to the water and sewer disposal lines owned and operated by the Clay County Water and Sewer Authority, or its successors and/or assigns. No well shall be permitted on any lot to be used in the interior of any residence except that shallow wells for use in air conditioning equipment and/or lawn watering are permitted.
7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste; except in closed sanitary containers and for not longer than twenty-four (24) hours.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except that a total not to exceed four (4) dogs, cats or other household pets may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purpose and do not cause or create or constitute a nuisance.

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9. No building shall be constructed on any lot of material other than masonry, metal preapproved by 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 (2) coats of high quality paint applied to the exterior. Under no circumstances shall tin, tar paper or asphalt composition (except for roofs of asphalt shingles) appear on the exterior of any such residence or building, except temporarily during construction.

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

11. No radio, television aerial, antennas, satellite dish, or any other exterior electronic or electric device of any kind shall be permitted on any lot or attached to any structure on the lot except that a satellite dish not to exceed eighteen (18) inches in diameter will be permitted as long as the dish is screened and not visible from any other lot or from the street.

12. All basketball backboards must be a minimum of twenty-five (25) feet from the front curb line.

13. No wheeled vehicles of any kind and no boats may be kept or parked on the lot unless same are completely inside a garage or other appropriate enclosure, such as a fence, which will shield the vehicle or boat from view from outside the lot, except that private automobiles of the home owners bearing no commercial signs or license tag may be parked in the driveway on the lot, and except that private automobiles of guests of the home owners may be parked in such driveway; except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. A wheeled vehicle or boat, which is too large for the garage, may be placed on the lot; however, it must be obscured from view from the outside of the lot.

14. The property is subject to an easement for oil, gas and minerals on, in and under the above described lands and the right of the easement owners to explore for oil, gas and minerals on, in, and under each lot, and to produce, drill, and mine the same; provided that the Grantee's and the Grantee's heirs, representatives, successors and assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to crops or to the improvements thereon caused by the exercise of such rights shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

15. "Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated as "wetland as defined by D.E.T." upon the recorded subdivision plat.

The Conservation Easement Areas shall and are hereby declared to be subject to a conservation deed restriction in favor of the **DEVELOPER**, its successors and assigns, for the purpose of retaining and maintaining the conservation easement areas in the predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this conservation easement, each of the following uses of the conservation easement are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

A. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structure and improvements on or above the ground of the conservation easement areas; or

B. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

C. The removal or destruction of trees, shrubs or other vegetation from the conservation easement areas; and

D. The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the conservation easement areas; and

E. Any use which would be detrimental to the retention of the conservation easement areas in their natural condition.

F. Acts or uses detrimental to such retention of land or water areas.

The conservation easement areas shall be perpetual.

The DEVELOPER, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the conservation easement areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibition and restrictions.

The DEVELOPER, until such time as all of said lots have been sold by it, and all subsequent owners of any land upon which there is located any conservation easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement parcel on their lot or lots.

The prohibitions and restrictions upon the conservation easement areas as set forth in this paragraph may be enforced by the St. Johns Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this conservation easement area may not be amended without prior approval from the St. Johns River Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the conservation easement areas, and shall be binding upon, and shall inure to the benefit of the DEVELOPER, and its successors and assigns. Upon conveyance by the DEVELOPER to third parties of any land affected hereby, the DEVELOPER, shall have no further liability or responsibility hereunder, provided the deed restriction including the conservation areas are properly recorded.

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

17. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the architectural committee as to quality of workmanship and materials, harmony of external design with existing structures. The location with respect to topography and finish grade elevation shall be the sole responsibility of the builder.

18. The architectural committee is composed of JAMES R. MENARD, 2575 C.R. 220, Suite 107, Doctors Inlet, Florida 32068 and one other person named by him. The committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. All submittals should be made by the owner to the builder, who in turn will, with his recommendation, submit same to James R. Menard or his assigns for his consideration. At a time when the DEVELOPER has sold ninety percent (90%) of the total lots in HUNTERS TRACE, the enforcement of these covenants and restrictions shall be the responsibility of Hunters Trace Home Owners Association, Inc., a non-profit corporation. However, nothing shall preclude the DEVELOPER from turning over these responsibilities sooner to such homeowners association.

19. Easements for fencing, water, sewage, electricity, drainage, power, and