

COVENANTS AND RESTRICTIONS
McRAE LANDING
CLAY COUNTY, FLORIDA

O.P. 502 PAGE 662

STATE OF FLORIDA)
COUNTY OF CLAY) :SS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, STOKES AND COMPANY, a corporation existing under the laws of the State of Florida, is the Owner in fee simple of lots located in Clay County, subdivision known as McRae Landing. (more particularly described in attached Exhibit "A")

WHEREAS, said STOKES AND COMPANY, hereinafter called "Owner" is desirous of placing certain covenants and restrictions upon the use of the above described property, said covenants and restrictions to run with the title to said property;

NOW, THEREFORE, for and in consideration of the mutual benefits and for other and valuable considerations, the Owner does for itself, its successors and assigns, restrict the use, as hereinafter provided, of all the above described lots, such lots being sometimes hereinafter called "said land" and does hereby place upon said land the following covenants and restrictions (the "Covenants"):

1. The Covenants are to run with the said land and shall be binding on all persons who now hold or who hereafter acquire any interest in any of said land until October 1, 2008, at which time the Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change the Covenants in whole or in part.

2. If the persons subject hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants it shall be lawful for any other person or persons owning any of the lots to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the Covenants and either to enjoin him or them

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from so doing or to recover damages or obtain other remedies for such violations.

3. Invalidation of any one of the Covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

4. No structures of any kind shall be erected, altered, placed or permitted to remain on any of the lots other than: (i) one single family dwelling, not to exceed two and one-half stories in height; and (ii) one private garage for not more than two (2) cars; and (iii) one servant's room or utility room attached to the garage on the ground floor level; and (iv) one one-story out building for storage located to the rear of the back building line of the dwelling, and having not more than five hundred (500) square feet of floor space.

5. No building shall be erected, placed or altered on any lot until the building plans, specifications and plan showing the proposed locations of all structures have been approved in writing as to quality of workmanship and materials, conformity and harmony of external design with existing structures and as to locations of the structure with respect to topography and finished grade elevations, by the developer or by a representative designated by the developer, which is Stokes and Company.

No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back line, nor shall any fence be erected on the remainder of the lot which exceeds six (6) feet in height without the approval of the developer. In the event the developer, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after structure of fence plans and specifications have been submitted to it in

writing, or in any event, if no suit to enjoin the erection of any such structure or the making of any such alterations have been commenced prior to the completion thereof such approval will not be required and this covenants No. 6 will be deemed to have been fully complied with. Neither the developer nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the developer and its designated representative, shall cease on or after five years from date of appointment. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said developer.

6. No structure of any kind shall be located on any lot nearer than forty (40) feet to the front lot line nor nearer than twenty-five (25) feet to any side street line. No structure except a detached garage located seventy-five (75) feet or more from the front lot line, shall be located nearer than ten (10) feet to any side lot line. A garage or out building for storage may be located not closer than ten (10) feet to any side lot line. No structure or other improvement or change in the topography of the land shall be erected or made which interferes in any respect with the drainage or utility easements shown on the subdivision plat..

7. If any one dwelling is erected on more than one lot, or on a building plot composed of parts of more than one lot, the side line restrictions contained in paragraph No. 7, above, shall apply only to the extreme side lines of the building plot occupied by such dwelling.

8. No dwelling shall be erected or placed on any lot having a width of less than eighty-five (85) feet at the front building set back line nor shall any dwelling be erected or placed on any

lot having an area of less than fifteen thousand (15,000) square feet; provided, however, that each lot shown on the existing subdivision plat shall be deemed to comply with this covenant No. 8.

The use of two or more fractional lots shall be permitted if the square foot area and width comply with this provision.

9. No dwelling costing less than thirty thousand dollars (\$30,000.00) shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand three hundred fifty (1,350) square feet in the case of a one-story structure, nor less than fifteen hundred (1,500) square feet in the case of a one and one-half, two or two and one-half story structure.

10. The owner shall have the right to replat for rights-of-way for roads, streets or easements; in such event, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Further, no dwelling shall be erected upon or allowed to occupy any lot within such replatted or resubdivided land which has an area less than the smallest lot shown on said plat. The restrictions herein contained, in the case of any such replatting or resubdividing, shall apply to each lot as replatted or resubdivided.

11. No trade, or business or noxious or offensive trade or 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. No mobile homes, tents or shacks shall be placed on any lot except mobile homes used temporarily as sales offices and construction offices with the owner's approval. No garage or out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. No clothes or laundry shall be hung or clothes lines erected in front yards or carports, or side yards of corner lots

adjacent to a street.

14. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

15. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any lot or lots as now platted or on any subdivided or replatted lot in such manner that the same constitutes a violation or violations of the covenant as set out hereinbefore in paragraph No. 7, the owner shall have the right any time to release such lot or subdivided lots or building plot, or portion thereof, from such part of provisions of the said covenant. Provided, however, that the owner shall not release a violation or violations of such covenant except those the owner determines to be minor and the power to release any such lot or plot from a violation or violations shall be dependent upon a determination by the owner that the violation or violations for which releases are given are minor.

16. A perpetual, alienable and releasable easement is hereby reserved to the owner over and under and above a seven and one-half (7- $\frac{1}{2}$) foot strip at the rear of each lot described herein for the construction, installation and maintenance of drainage ditches, and structures and gas, water, electric and sanitary and storm sewer lines and other utility installations of every kind. The owner shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance. No purchaser of a lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction,

installation or maintenance operations.

17. Without the prior written consent of the owner first had and obtained, no structure located on any of said lots shall be connected with any source of water other than the water system now or hereafter established for said subdivision except for use in connection with heating or cooling, or with any means of sewage disposal other than the sewage disposal system now or hereafter established for said subdivision.

18. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. That the owner of the above described property may include in any contract or deed hereafter made affecting any of said land any additional covenants, conditions, restrictions or limitations not consistent with these herein set forth.

20. All residents are required to pay applicable subdivision street lights rate.

IN WITNESS WHEREOF, the owner has caused these presents to be executed in its corporate name by its officers thereunto duly authorized this 7th of December A.D., 19 78.

Signed, sealed and delivered
in the presence of:

Kenneth D. Springer

James E. Smith

STOKES AND COMPANY

BY: C. Christy
President

ATTEST: Rebecca Woods
Asst. Secretary



STATE OF FLORIDA

COUNTY OF CLAY

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Before me, a Notary Public in and for the State and County aforesaid, personally appeared E. Chester Stokes, Jr. and Rebecca W. Rooks, the _____ President and _____ Assistant Secretary of STOKES AND COMPANY, a corporation, the said persons being known to be the persons who executed the above instrument on behalf of said corporation; and they acknowledge that said _____ President subscribed the name and the said _____ Assistant Secretary affixed and attested the seal of said corporation to said instrument, and that they signed, sealed and delivered said instrument by authority and on behalf of said corporation and that such acts were done freely and voluntarily and for the uses and purposes in said instrument set forth and that such instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of December, 1978, at Green Cove Springs, in the State and County aforesaid.

Sharon C. Johnson
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 20, 1981
Bonded by American F&B Casualty Co.

EXHIBIT "A"

LEGAL DESCRIPTION MCRAE LANDING

A part of the Andrew Drennan Grant, Section 37, Township 5 South, Range 25 East, Clay County, Florida, more particularly described as follows:

Begin at the Northeast corner of said Section 37; thence South 00°35'30" West along the Easterly line of said Section 37, 1123.00 feet more or less to the waters of Black Creek; thence upstream along the meanderings of Black Creek in a Southwesterly direction a distance of 1240.00 feet more or less; thence North 61°14'00" West, 155.00 feet more or less; thence North 83°04'45" West, 319.73 feet to an iron pipe on the edge of a cypress and gum swamp; thence Southwesterly, Westerly, Northwesterly, Northerly, Northeasterly, along the edge of said cypress and gum swamp, a distance of 4460.00 feet more or less to a point on the north line of said Section 37; thence South 89°31'48" East a distance of 270.00 feet more or less along the north line of said Section 37 to the edge of a cypress and gum swamp; thence Southeasterly, Southwesterly and Southeasterly a distance of 950.00 feet more or less along the edge of said cypress and gum swamp to an iron pipe; thence North 00°28'12" East 617.7 feet to the North line of said Section 37; thence along the North line of said Section 37 89°31'48" a distance of 1320.00 feet to the Point of Beginning.

CONSENT AND JOINDER TO COVENANTS AND RESTRICTIONS

The undersigned J. D. Collins and Brenda Collins, his wife, being the owners of that certain property known as Lot 76 of McRae Landing Subdivision, according to an unrecorded plat of subdivision, and, H. W. Henderson and Charlotte L. Henderson, his wife, owners of that certain property known as Lot 70 of McRae Landing Subdivision, according to an unrecorded plat of subdivision, hereby join in, consent to and agree to be bound by, the Covenants and Restrictions filed the _____ day of December, 1978, by Stokes and Company, a Florida corporation, which said Covenants and Restrictions apply to and cover that certain property known as McRae Landing Subdivision and more particularly described in said Covenants and Restrictions.

Signed, sealed and delivered in the presence of:

Debecca W. Woods

Jew Schmidt

As to J. D. Collins

J. D. Collins

Debecca W. Woods

Jew Schmidt

As to Brenda Collins

Brenda H. Collins
Brenda Collins

Debecca W. Woods

Jew Schmidt

As to H. W. Henderson

H. W. Henderson
H. W. Henderson

Debecca W. Woods

Jew Schmidt

As to Charlotte L. Henderson

Charlotte L. Henderson
Charlotte L. Henderson

STATE OF FLORIDA)
COUNTY OF DUVAL)

1 The foregoing instrument was acknowledged before me this _____ day of December, 1978, by J. D. Collins and Brenda Collins, his wife.

FILE NO. 78-17935
OFFICIAL RECORDS NO. 502
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DEC 28 4 27 PM '78

STATE OF FLORIDA
COUNTY OF DUVAL

FILED AND RECORDED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
Debecca W. Woods
CLERK CIRCUIT COURT

Debecca W. Woods
NOTARY PUBLIC, State of Florida at
Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
My Commission Expires THRU GENERAL INS. UNDERWRITERS

4 The foregoing instrument was acknowledged before me this _____ day of December, 1978, by H. W. Henderson and Charlotte L. Henderson, his wife.

Debecca W. Woods
NOTARY PUBLIC, State of Florida at
Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
My Commission Expires THRU GENERAL INS. UNDERWRITERS