

Dec. 1950

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This instrument prepared by:
L & L James R. Menard
P.O. Box 578
Orange Park, Fla. 32067-0578

COVENANTS AND RESTRICTIONS
OF
OAK CREEK SUBDIVISION

SC99 1128 PAGE 676

KNOW ALL MEN BY THESE PRESENTS:

17 FLEMING ISLAND CORPORATION, a Florida corporation hereinafter called "DEVELOPER", is the owner of all lots located in OAK CREEK, UNIT I, according to the plat thereof in Plat Book 21, pages 69,70,71, & 72 of the Public records of Clay County, Florida.

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 (1) the following covenants and restrictions to run with the title to said lots, and (11) the easements referred to in Paragraph 14 hereof.

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 three car garage.

2. Building set back requirements and Building restrictions. Buildings shall be set back a minimum of 25 feet from the front lot lines, a minimum of 30 feet from the rear 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 restrictions shall apply only to the extreme side lot line of the two or more lots or the building plat occupied by such residence. On corner lots, the side street set back shall be a minimum of 20 feet.

3. RESUBDIVIDING OR REPLATTING. Developer reserves the right to resubdivide or replat lot or lots shown on said Plat for any purposes whatsoever, including right-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided lot or fractional part or parts thereof, having an area less than the smallest lot shown on said Plat, and the restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements.

4. Buildings shall contain a minimum of 1600 square feet of ground floor area, exclusive of garages, porches or screened-in areas for a one story dwelling, no less than 800 square feet of ground floor area for a dwelling of more than one story.

5. All trees, other than pine trees, which are greater than 20 feet in height and have a 8" or greater DBH may not be cut or removed without the approval of the Architectural Control Committee. The Committee shall be requested in writing by the owner of the lot for permission to remove any tree greater than 20 feet in height and which has a 8" or greater DBH. The Committee shall respond within 7 days after receipt of request. During construction of a dwelling, all trees having a 6" DBH or greater, on the building site, shall be protected by sound tree protective measures.

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6. No trailer, tent, shack, detached garage, barn or other out-building shall be erected, either temporarily or permanently, however, nothing herein shall be construed to prevent the Developer, or its agents, from erecting and maintaining on any part of said lots owned by it such temporary buildings and other structures as maybe 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.

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

8. Each and every residence on each lot shall be connected to the water and sewer disposal lines owned and operated by Kingsley Service Company, 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.

9. 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.

10. 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.

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. FENCES. Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 25 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than 5 feet from the normal surface of the ground.

13. No building shall be constructed on any lot of material other than masonry, metal 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 fencing drainage and utilities, including, but not limited to, water, sewage, electricity, drainage, power, and communications are reserved over, on and under all easements as shown on said plat, and on, in over a ten foot strip at the back of each lot, and on, in over a seven 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. Said reservations shall inure to the benefit of the Developer and its successors and/or assigns. The easements and right 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. Until all necessary permits have been received by the lot owner from the appropriate Governmental Agencies, no construction of any type on any lot shall take place in the area beyond the designated and established DER line as shown on the Plat.

16. The covenants and restrictions shall remain in force and effect until January 1, 2015, 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.

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 judgement, determines such violation to be minor or insubstantial violation).

18. 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 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.

19. Antennas/Satellite dish. No radio, television aerial, antenna, satellite dish or any other exterior electronic or electric device of any kind shall be permitted on any lot or home.

20. No basketball backboards maybe placed on the property.

21. No wheeled vehicles of any kind and no boats may be kept or parked on the lot unless same are completely inside a garage, except that private automobiles of the occupants bearing no commercial signs may be parked in the drive way on the lot from the commencement of use thereof in the evening, and except that prove automobiles of guests of the occupants may be parked in such driveway, and 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.

22. The Architectural Control Committee is composed of Mr. James R. Menard, P.O. Box 578, Orange Park, Fla. 32067-0578. The committee may designate a representative to act for it. The member 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 OAK CREEK, UNIT I, the then record owners of majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore to it any of its powers and duties.