

Prepared by/return to:
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, FL 32082

**REVIVED AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS OF OAK CREEK SUBDIVISION**

THIS REVIVED AMENDED AND RESTATED COVENANTS AND RESTRICTIONS OF OAK CREEK SUBDIVISION is made and adopted on the date hereinafter set forth by the Organizing Committee of the Oak Creek community.

WITNESSETH:

WHEREAS, 17 Fleming Island Corp. (hereinafter referred to as the "Developer"), recorded that certain Covenants and Restrictions of Oak Creek Subdivision on March 7, 1988, in Official Records Book 1128, Pages 676-679, of the public records of Clay County, Florida (the "Previous Declaration"), subjecting all the real property more particularly described as "Oak Creek Unit One" in Plat Book 21, Pages 69-72, of the public records of Clay County, Florida, to the covenants, conditions, restrictions, easements, charges and liens set forth in the Previous Declaration; and

WHEREAS, the Developer subsequently recorded that certain First Amendment Covenants and Restrictions of Oak Creek Subdivision on May 27, 1988, in Official Records Book 1148, Page 138, of the public records of Clay County, Florida; and

WHEREAS, the covenants, conditions, and restrictions contained in the recorded documents referenced above have expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act; and

WHEREAS, the Organizing Committee consisting of:

<u>Name</u>	<u>Address</u>
James S. Young	1753 Castille Drive, Fleming Island, FL 32003
Theresa Barengo	1695 Ponce De Leon Court, Fleming Island, FL 32003
Dana Spurrier	1746 Castille Drive, Fleming Island, FL 32003

does hereby submit the above-referenced covenants and restrictions for revival pursuant to Sections 712.12 and 720.403, Florida Statutes (hereinafter defined as the "Revived Declaration"); and

WHEREAS, the Revived Declaration governs the properties which were encumbered by the Previous Declaration and amendments thereto and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Previous Declaration and amendments, except as otherwise provided by Section 720.404(3), Florida Statutes; and

WHEREAS, attached hereto as **Exhibit "A"** is a list of each parcel subject to the Revived Declaration identified by its legal description and name of the parcel owner, and attached hereto

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WHEREAS, attached hereto as **Exhibit "A"** is a list of each parcel subject to the Revived Declaration identified by its legal description and name of the parcel owner, and attached hereto

as **Exhibit "B"** are the plats or other graphic depictions of the affected properties in the community; and

WHEREAS, this Revived Declaration has been approved by a majority vote of the parcel owners.

NOW, THEREFORE, the Organizing Committee hereby revives all terms and provisions of the Previous Declaration and amendments thereto as follows:

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 such 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 500 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.

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 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.

7. The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard mainlined 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 6 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 DEA line as shown on the plat.

16. The covenants and restrictions shall remain in force and effect for a period of thirty (30) years from the date this Declaration is recorded, 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 provision hereof relating thereto wherever the Developer, in its sole judgment, 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 may be 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 driveway on the lot from the commencement of use thereof in the event, and except that private 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, 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.

23. The property is subject to all oil, gas, and minerals on, in and under the above described lands and the right of the owners of oil gas and mineral rights to explore for oil, gas, and minerals on, in and under the above described lands, 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 there on 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.

24. 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 covenants either to restrain violation or to recover damages.

25. Invalidation of anyone of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force.

IN WITNESS WHEREOF, the undersigned have executed this Revived Declaration as of this 25 day of JUNE, 2020.

Signed, sealed and delivered in the presence of:

OAK CREEK UNIT ONE

[Signature]
Witness Doreen Corneil

[Signature]
By: Dana Spurrier
Organizing Committee Member

[Signature]
Witness Jane Taylor

[Signature]
By: James S. Young
Organizing Committee Member

[Signature]
By: Theresa L. Barengo
Organizing Committee Member

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of June, 2020, by Dana Spurrier, James S. Young, and Theresa L. Barengo as members of the Organizing Committee.

[Signature]
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: FL Diver License


 **ALEXANDER ORANTES**
Commission # GG 157944
Expires November 19, 2021
Bonded Thru Budget Notary Services

EXHIBIT A

1. **MICHAEL S. LUKE & JAMI P. LUKE**

1732 CASTILLE DRIVE, FLEMING ISLAND, FL 32003

LOT 1, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-02

2. **GEORGE L. VAUGHN & MARIA LUCIA R. VAUGHN**

1736 CASTILLE DRIVE, FLEMING ISLAND, FL 32003

LOT 2, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-03

3. **JAMES RANDALL GREENE & JUDY ANN GREENE**

1740 CASTILLE DRIVE, FLEMING ISLAND, FL 32003

LOT 3, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-04

4. **RICHARD S. SPURRIER II & DANA W. SPURRIER**

1746 CASTILLE DRIVE, FLEMING ISLAND, FL 32003

LOT 4, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-05

5. **JOY R. RHODES**

1772 CASTILLE DRIVE, FLEMING ISLAND, FL 32003

LOT 5, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-06

6. **WILLIAM J. FOSS & JOAN ELIZABETH FOSS**

1699 PONCE DE LEON COURT, FLEMING ISLAND, FL 32003

LOT 6, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-07

7. **SCOTT M. BARENGO & THERESA L. BARENGO**

1695 PONCE DE LEON COURT, FLEMING ISLAND, FL 32003

LOT 7, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-08

8. **CERBERUS SFR HOLDINGS II, L.P.**

1691 PONCE DE LEON COURT, FLEMING ISLAND, FL 32003

LOT 8, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-09

9. **WENDY S. KONDOS**

1694 PONCE DE LEON COURT, FLEMING ISLAND, FL 32003

LOT 9, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-10

10. **RONALD D. JOHANBOEKE & VERONICA JOHANBOEKE**

1698 PONCE DE LEON COURT, FLEMING ISLAND, FL 32003

LOT 10, OAK CREEK UNIT ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 69, 70, 71 AND 72, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

PARCEL ID: 33-04-26-013196-001-11