

2209

AMENDED  
COVENANTS AND RESTRICTIONS  
OF  
RIDGECREST SUBDIVISIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RIDGEWOOD ESTATES, INC., a Florida corporation, and RIDGECREST, INC., a Florida corporation, are the fee simple owners of the following described real estate located in Clay County, Florida, to-wit:

axw

A parcel of land consisting of a portion of Section 15, a portion of Block 1, Section 16, a portion of Harrison Avenue, a portion of Van Buren Avenue and a portion of Kingsley Avenue (said Avenues closed April 11, 1960 as per County Commissioners Minute Book No. 10, pages 138 and 139), all in Ridgewood, Clay County, Florida, according to map thereof recorded in Deed Book "Q", page 663, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the centerline of State Road No. 21 as per State Road Department right of way map (Section 7107, Project 1037), dated 1940, and the Northerly line of Cleveland Avenue; thence on last said line North 44 degrees 58 minutes 00 seconds West 567.21 feet; thence North 45 degrees 02 minutes 00 seconds East 65.00 feet to the point of beginning; thence continue North 45 degrees 02 minutes 00 seconds East 278.25 feet; thence South 44 degrees 58 minutes 00 seconds East 75.04 feet; thence North 56 degrees 21 minutes 30 seconds East 3,015.46 feet to the Southwesterly line of Garfield Avenue; thence on last said line North 44 degrees 58 minutes 00 seconds West 4,028.97 feet to the Southeasterly line of Washington Avenue; thence on last said line South 45 degrees 02 minutes 00 seconds West 3,235.00 feet; thence South 44 degrees 58 minutes 00 seconds East 3,361.78 feet to said point of beginning; being in area 274.85 acres more or less.

Survey map prepared by Louis H. McKee, Registered Land Surveyor No. 1221, dated August 9, 1976, designating Tract "A" and Tract "B" attached hereto as Exhibit "A".

WHEREAS, said owners are desirous of placing restrictive covenants upon said property in its entirety, and on any plots conveyed, in order to assure to the owners of individual plots that the present owners might convey, protection from undesirable types of dwellings, and to provide the highest type of beauty, desirability, and attractiveness of said property to all of the owners of plots thereof.

IT IS THEREUPON AGREED by the aforesaid owners, for and on behalf of themselves, their successors and assigns, that the following restrictive and protective covenants are herewith placed upon the hereinabove described property located in Clay County, Florida; such covenants and restrictions to run with the land and to be binding upon all persons claiming title under or through the original or subsequent owners of plots of said land.

Said covenants and restrictions hereby imposed are as follows:

1. No lot shall be used except for residential purposes. No building shall be erected other than one detached single family dwelling not to exceed two stories in height and an attached two car garage, or two car detached garage approved by Ridgecrest, Inc.

2. Tract "A", unless rezoned in accordance with the zoning code of Clay County and the laws of the State of Florida, is subject to use as a site for the development of commercial community shopping facilities. RIDGECREST, INC., its assigns or successors, reserves all rights of ownership and disposition granted by law.

3. Tract "B" shall remain in the ownership of RIDGECREST, INC. unless said owner transfers title for any reason he deems necessary and for any consideration he adjudges to be fair, reasonable and equitable. Said Tract shall be used by RIDGECREST, INC, or its assigns or successors, for the development of Single Family Residential dwellings. RIDGECREST, INC. reserves unto itself and its assigns or successors, the exclusive right to regulate, to expand, to renovate, to demolish, to operate, to maintain, to act as mortgagor or as mortgagee, and to exercise any and all other legal rights and entitlements of ownership pertaining to this Tract and to the facilities and amenities developed thereupon.

4. Residential buildings shall be erected according to the setback requirements of the most recently enacted legislative regulations of the Board of County Commissioners of Clay County. For the purpose of these Covenants and Restrictions, side lot line shall mean the side line on any lot on said plat or the line of any contiguous lots owned by the same purchaser at the boundary of the next lot owned by him; provided, that where a building or buildings are erected on such contiguously owned lots, no building shall ever be closer than allowed by the requirements of the most recently enacted legislative regulations of the Board of County Commissioners of Clay County from any other building; however, easements and rights of way shall not be violated. Neither the provisions of this paragraph, nor of any other paragraph contained in this document, shall serve to inhibit, abridge, curtail or thwart the entitlements of RIDGECREST, INC., its assigns or successors from constructing and/or contracting for the construction of attached or narrow lot line types of housing on any Tracts recorded in the plat/replat.

5. Residential buildings constructed as single family detached dwellings shall contain a minimum of 1600 square feet of ground floor area, exclusive of garages, carports, porches or screened-in areas. Upon written request of the builder when such request is accompanied by proposed plans and specifications and by a detailed listing of the reasons for the request, RIDGECREST, INC., its assigns or successors may grant an exception allowing for a ten percent (10%) reduction of the minimum square footage required and stipulated in this paragraph.

6. Construction of buildings, fences and/or other facilities, structures, or appurtenances shall not commence on any lot or Tract until the proposed plans and specifications for such construction have been reviewed and approved in writing by RIDGECREST, INC., its assigns or successors. Plans and specifications must include, but may not be limited to, two complete sets of detailed construction plans with specifications for same and with exterior finishes and colors, clearly shown and must further include two copies of the plot plan showing the proposed location of the building and other structures, such as drives, parking areas, fences and other proposed construction. This same procedure shall apply to proposed alterations. After review, one set of the plans and specifications marked APPROVED or REJECTED will be returned to the builder for correction and resubmittal. In the event APPROVAL or REJECTION of plans and specifications is not accorded within thirty (30) days following

receipt of request and other documents as outlined herein, the provisions of this paragraph are automatically waived.

7. No building shall be constructed on any lot of materials other than brick; stone of an architectural nature; approved metals of an architectural quality and nature; new wood; used wood when in good condition and when used in context with the architectural design of the building; concrete block or masonry when the exterior is completely finished with wood, stucco or brick veneering provided, however, that RIDGECREST, INC., its assigns or successors may APPROVE or REJECT proposed construction materials for any reason including but not limited to aesthetics, composition, color, texture, fire resistance, and durability. Bright pastel paint colors shall not be used. Earth tones which architecturally and decoratively blend are preferred. The use of white paint in the exterior painting scheme may be used only when approved by RIDGECREST, INC., its assigns or successors. Approved stains or varnishes may be used when the coloration resulting from such use is in keeping with the color restrictions of this paragraph; provided, however, that RIDGECREST, INC., its assigns or successors, may APPROVE or REJECT for any reason as a matter of discretionary judgment any proposed paint, stain, or varnish color. Garage doors and other exterior doors shall be constructed of a material and of a design which shall harmoniously and architecturally blend with the building. All such doors shall be painted, stained, or varnished in accordance with the painting restrictions of this paragraph. Garage doors which open on the side or rear of the building are preferred; however, RIDGECREST, INC., its assigns or successors may approve front opening garage doors when in the sole judgment of said owner such opening is proper and justified.

8. No trailer, tent, shack, barn or other outbuilding shall be erected, either temporarily or permanently. No inoperable automobiles, appliances or other articles shall be placed on or permitted to remain on any lot, easement, right of way, or Tract, either temporarily or permanently. No boat, yacht, or other such water craft shall be allowed to remain on any lot, easement, right of way, or Tract, except within the completely encompassing confines of the attached and enclosed garage of any respective dwelling, or within the enclosed rear confines of the lot.

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

10. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained from RIDGECREST, INC., its assigns or successors, with said owner reserving the right to APPROVE or REJECT any sign and further reserving the right to stipulate the kind, color, character, texture, material, lettering, message, or any other feature of such sign or facsimile thereof.

11. No mailbox, newspaper receptacle, or other such receptacle shall be erected except as approved by RIDGECREST, INC., its assigns or successors. No yard or area lighting device, except such lighting devices as are normally used at portals or which are soffit mounted for illumination around the immediate perimeter of the building, shall be erected unless approved in writing by RIDGECREST, INC., its assigns or successors.

12. Only that street and area lighting provided by the electric utility company as an accommodation of its normal and then prevailing service policy may be provided. Service charges for such lighting will be assessed and collected in accordance with the service policy of the electric utility company by said electric utility company. RIDGECREST, INC., its assigns or successors shall not be responsible for the installation, operation, maintenance, repair service charges or any other such lighting or conveniences contemplated herein except when such lighting is for the convenience and necessity of said owners, assigns or successors.

13. All purchasers of Lots or Tracts shall maintain same and all improvements thereupon, including but not limited to the yard, buildings, landscaping and other permitted facilities or structures. Such maintenance shall be of a good and acceptable quality and in keeping with the spirit and letter of this document.

14. All builders shall professionally landscape each building and/or other permitted structure according to an approved landscaping plan as reviewed by RIDGECREST, INC., its assigns or successors.

15. Each and every property shall be connected to the water serving said subdivision or development. No individual well shall be permitted on any lot to be used for potable house-keeping purposes within the dwelling, except that shallow wells for use in lawn watering or other such non-potable uses may be permitted at the risks and sole expenses of the lot or Tract owner. Further, each and every property shall be connected to the sewer system serving said subdivision in accordance with the policies, fees, and regulations of the utility company providing said services.

16. 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 in any way constitute a nuisance or public aggravation, and are confined to the lot premises or leashed.

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

18. No noxious, offensive, nuisance, and/or publicly aggravating activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or disruptive activity to the neighborhood.

19. On corner lots no fence, wall, hedge, berm or shrubbery planting shall be erected or maintained in excess of six (6) feet in height along that side of said lots which border any street. All fences or walls over three (3) feet high shall be constructed so as to allow the passage of air through them. No fences shall be erected or constructed in the front yard of any lots and that for the purposes of definition, "fence" may be construed to mean any vertical structure, device, facility, or facsimile. All fences shall be constructed of wood with prior approval of RIDGECREST, INC., its assigns or successors.

20. These COVENANTS AND RESTRICTIONS shall remain in force and effect until January 1, 1998, after which these covenants and restrictions shall be automatically renewed for successive ten (10) year periods, unless said covenants and restrictions are amended, altered, or cancelled by a majority vote of the then record owners of the parcels herein described and restricted. Until these covenants and restrictions expire or are cancelled, they shall be deemed to be covenants running with the title to said land.

21. Except as otherwise provided herein, in the event the parties hereto, or any of them, or their assigns, heirs, representatives, or successors 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 real estate above described 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. The owner as the name first appears herein, its assigns or successors, and a majority of the individual lot owners and subject to the approval of the VA (VA approval will be required until such time as the individual lot owners equal the same amount of lots owned or controlled by the developer and/or his assignees) shall have the sole right (a) to amend these COVENANTS AND RESTRICTIONS but all such amendments shall conform to the general purpose and standards of the COVENANTS AND RESTRICTIONS herein contained, (b) to amend these COVENANTS AND RESTRICTIONS for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional COVENANTS AND RESTRICTIONS applicable to the said land which do not lower the standards of the COVENANTS AND RESTRICTIONS herein contained, subject to the approval of VA, (VA approval will be required until such time as the individual lot owners equal the same amount of lots owned or controlled by the developer and/or his assignees) and (d) to release any building plot from any part of the COVENANTS AND RESTRICTIONS which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if RIDGECREST, INC., its assigns or successors, in their sole judgment, determines such violation to be a minor or insubstantial violation.

22. Invalidation of any one or more of the COVENANTS AND RESTRICTIONS hereinabove described by order or decree of Court or act of legislature or declared unconstitutional by any judicial body of competent jurisdiction, shall in no wise affect any of the other COVENANTS AND RESTRICTIONS which COVENANTS AND RESTRICTIONS shall remain in full force and effect.

23. All easements and rights of way noted or delineated on the plat herein described are reserved for utility, drainage, recreational, and other uses, and privilege is further reserved to service all utility connections to the buildings in said subdivision. Such easements shall be available to Clay County and to the several utility companies separately and jointly for the purposes of maintenance, expansion and servicing of facilities therein, and for other necessary purposes. Said reservation shall inure to the benefit, not only of the present fee owners, but also to assigns and/or successors.

IN WITNESS WHEREOF, RIDGEWOOD ESTATES, INC., a Florida corporation, has caused these COVENANTS AND RESTRICTIONS to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 27<sup>th</sup> day of April, 1978.

Signed, sealed and delivered in the presence of:

RIDGEWOOD ESTATES, INC.,  
a Florida corporation

*James M. Barrie*

By: *Homer J. Custead*  
Homer J. Custead, President

*[Signature]*  
Witnesses

Attest: *Dale S. Wilson*  
Dale S. Wilson, Secretary

IN WITNESS WHEREOF, RIDGECREST, INC., a Florida corporation, has caused these COVENANTS AND RESTRICTIONS to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 27<sup>th</sup> day of April, 1978.

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RIDGECREST, INC.,  
a Florida corporation



[Signature]

By: Homer J. Custead  
Homer J. Custead, President

[Signature]  
Witnesses

Attest: Dale S. Wilson  
Dale S. Wilson, Secretary

STATE OF FLORIDA  
COUNTY OF CLAY

BEFORE ME, the undersigned authority, this day personally appeared HOMER J. CUSTEAD and DALE S. WILSON, well known to me to be the President and Secretary respectively of RIDGEWOOD ESTATES, INC., a Florida corporation, and they severally acknowledged executing the foregoing COVENANTS AND RESTRICTIONS under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of April, 1978.

[Signature]  
Notary Public State of Florida at Large  
My commission expires: 10-29-79

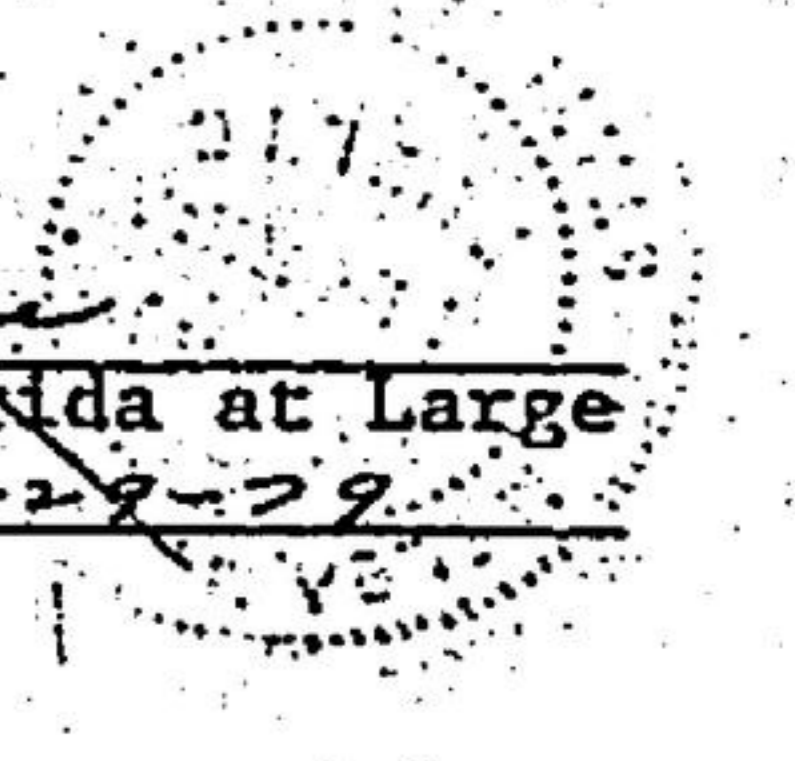


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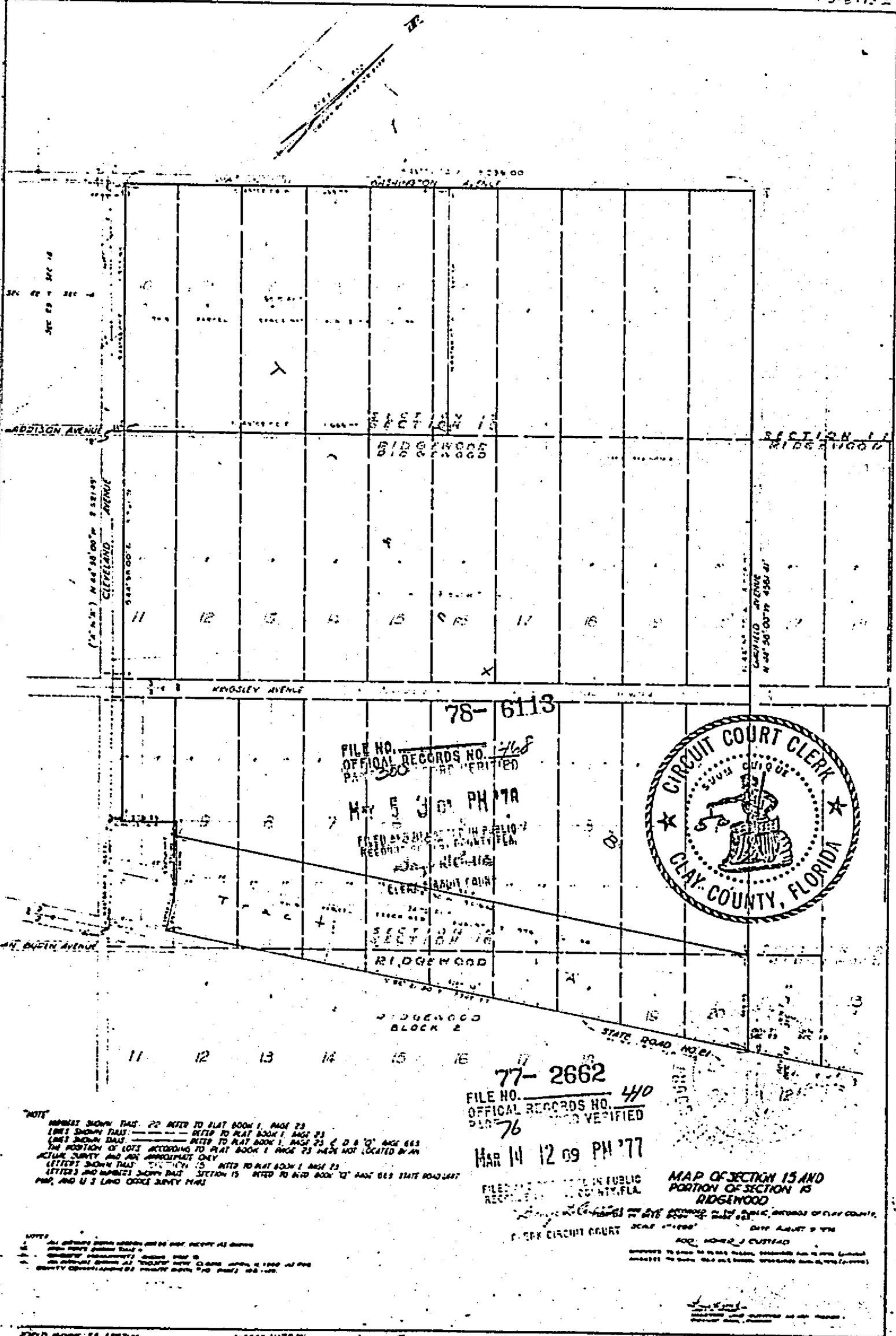
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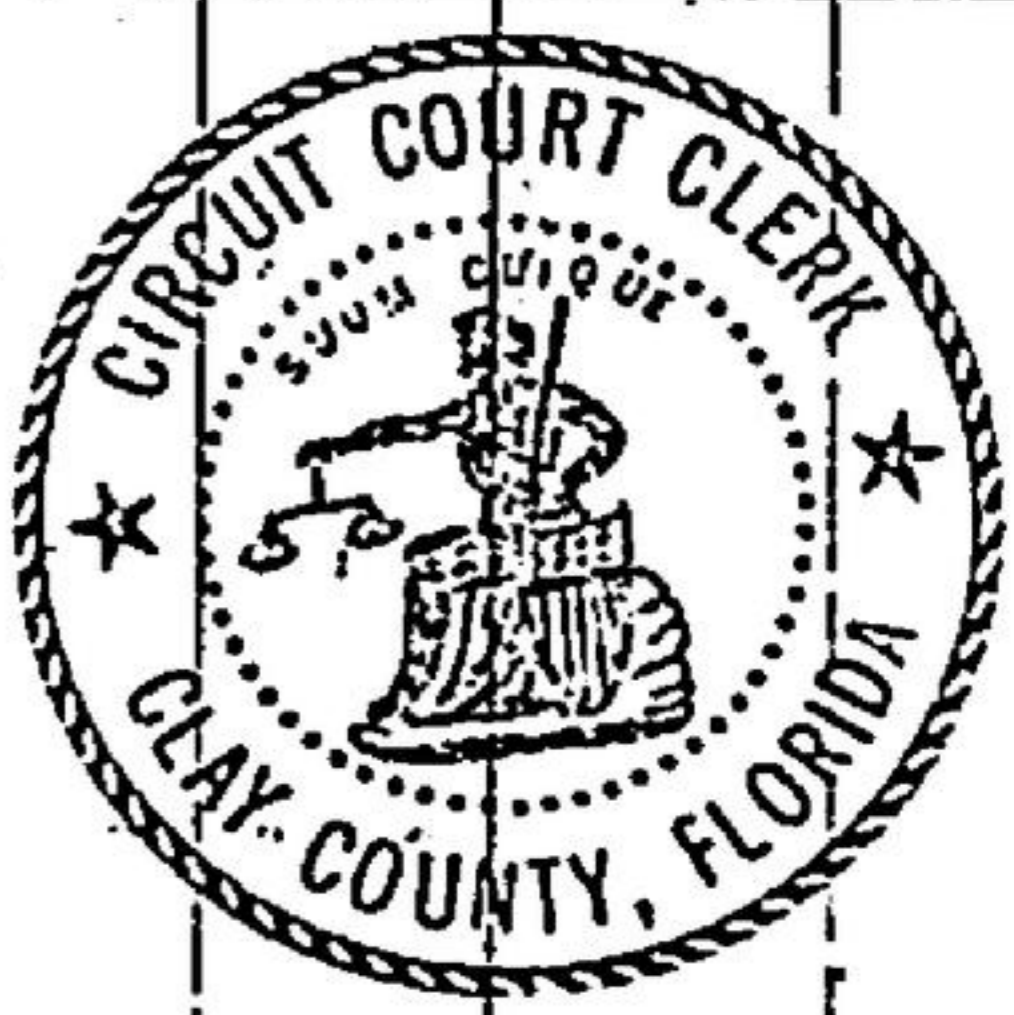
AB-1181

15-11-1



78-6113

FILE NO. 768  
OFFICIAL RECORDS NO. 300  
PAGE 300  
MAY 5 3 01 PM '78  
FILED AND RECORDED IN PUBLIC RECORDS OF CLAY COUNTY, FLA.  
JAY RICHARDS  
CLERK



SECTION 15  
SECTION 16  
RIDGEWOOD

RIDGEWOOD  
BLOCK 2

STATE ROAD NO. 21

77-2662  
FILE NO. 440  
OFFICIAL RECORDS NO. 76  
PAGE 76  
MAY 14 12 09 PM '77  
FILED AND RECORDED IN PUBLIC RECORDS OF CLAY COUNTY, FLA.  
CLAY COUNTY CLERK

NOTE  
 IMPROVEMENT SHOWN PLAT. 22 INTD TO PLAT BOOK 1, PAGE 23  
 LINES SHOWN PLAT. INTD TO PLAT BOOK 1, PAGE 23  
 LINES SHOWN PLAT. INTD TO PLAT BOOK 1, PAGE 23  
 THE POSITION OF LOTS ACCORDING TO PLAT BOOK 1, PAGE 23 WERE NOT LOCATED BY AN  
 ACTUAL SURVEY AND ARE APPROXIMATE ONLY  
 LETTERS SHOWN PLAT. INTD TO PLAT BOOK 1, PAGE 23  
 LETTERS AND NUMBERS SHOWN PLAT. SECTION 15 INTD TO PLAT BOOK 1, PAGE 23  
 AND U. S. LAND OFFICE SURVEY MAP

NOTES  
 ALL SURVEYS SHOWN HEREON ARE TO BE RECEIVED AS SHOWN  
 UNLESS OTHERWISE SPECIFIED  
 THE SURVEY SHOWN AS "TRUSTED" WERE CLARIFIED UNDER A 1960 ACT OF THE  
 COUNTY COMMISSIONERS BY PLAT BOOK 710, PAGE 100, 101, 102, 103.

MAP OF SECTION 15 AND  
 PORTION OF SECTION 16  
 RIDGEWOOD  
 SCALE 1"=100'  
 DATE PLAT 9 TH  
 1900, POWER J. CUTLER  
 PREPARED BY THE CLAY COUNTY CLERK'S OFFICE, CLAY COUNTY, FLORIDA

EXHIBIT 'A'

THIS IS