

COVENANTS AND RESTRICTIONS

RIVER PASSAGE

CLAY COUNTY, FLORIDA

This Instrument Prepared By
L. M. H. H. H. H. H.
L. M. H. H. H. H. H.
Orange Park, Fla. 32073

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KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, RIVER PASSAGE ASSOCIATES, a Florida General Partnership, (hereinafter called "Developer"), and MELVIN A. BRYAN, C.M. HARRIS, III, JAMES J. TOWNSEND and CATHERINE R. TOWNSEND, his wife, and TISDELLE CORPORATION, as the Owners (the "Owner") of all the land shown on the plat of RIVER PASSAGE, according to plat thereof recorded in Plat Book 21, page 46 of the public records of Clay County, Florida, (hereinafter called "Plat" or "Said Plat"), and

WHEREAS, the Owner desires to place certain Covenants and Restrictions of record affecting the property shown on said plat and the future development for a period of time as hereinafter set forth; and

WHEREAS, Owner desires to service notice upon all persons and their successors, who shall hereafter take title to any portion of said land or any lot or lots shown on said plat,

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the Owner, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all the lands included in and shown on the plat of RIVER PASSAGE, according to plat thereof recorded in Plat Book 21, page 46 of the public records of Clay County, Florida, all of said land included in said plat being, hereinafter sometimes referred to as "said land", and does hereby place upon said land the following covenants and restrictions to run with the title to said land and the Grantees of any deed conveying any lot or lots, parcels or tract shown on said plat or any portions thereof shall be deemed by the acceptance of such deed or deeds to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions, as hereinafter set forth, to-wit:

1. For purposes of these covenants and restrictions, the term "Lot" shall mean any numbered lot as shown on Said Plat (or any portion thereof subsequently used for the construction and use of a single family dwelling, which portion in such event shall be not less than 1/2 acre in size).

2. Said land shall be used for residential purposes exclusively. No structure shall be erected, altered or permitted to remain on any lot other than one (1) single family dwelling not to exceed two (2) stories in height, together with an attached or detached garage or carport and necessary outbuildings. The term "outbuildings" shall be construed to include only a pool and poolhouse, a children's playhouse or a green house. In no event shall a detached storage or tool shed or building be placed or maintained on any lot, and no other detached building or structure shall be placed erected or maintained on any lot without the prior written approval of the Architectural Control Committee as hereinafter established. All of said outbuildings shall be located on that part of each lot lying between the house located on said lot and the rear lot line. For these purposes the rear lot line of all waterfront lots located on said plat shall be deemed the line of said lot abutting on the St. Johns River. Provided further, that no children's playhouse shall be located or constructed on said land unless same is placed in such a fashion so as not to be visible

from any street abutting any such lot and no such playhouse shall be located or constructed in any trees located on said land. All garages shall open to the side or rear lot line. 1059 PAGE 331

3. No building shall be located on any lot nearer than forty (40) feet from the front lot line, and no nearer than ten (10) feet from any side lot line, and no nearer than twenty-five (25) feet from any rear lot line. The above set back lines shall be measured from the respective lot lines to the foundation of any building for purposes of determining compliance with these set back requirements. The front lot line mentioned in this paragraph is deemed to be the line abutting a dedicated street as viewed from the front of the dwelling. No building constructed on a corner lot shall be constructed nearer than twenty-five (25) feet from the side street abutting said lot. Provided however, no building shall be located on a waterfront lot closer to the St. Johns River than a building setback line located approximately 100 feet west of the St. Johns River, said line being defined by a line joining points A and B described as follows: Point A being located on the Northerly lot line of Lot 11 100 feet west of the Northeast corner of said lot as shown on the plat of RIVER PASSAGE; Point B being located on the Southerly lot line of Lot 15 100 feet west of the Southeast corner of said lot as shown on the plat of RIVER PASSAGE. The rear yard set back lines (and the 100' waterfront set back lines) established herein shall not apply to the location and construction of pools, patios and decks provided that no portion of same, lying within the designated set back area, extends to a height exceeding the height of the first floor level of the dwelling located on any lot and is contiguous to the dwelling or its contiguous patios and decks and otherwise conforms to all governmental rules, regulations and zoning.

4. No residential dwelling shall be placed on any lot which contains an area of less than 1800 square feet of heated area. In computing said 1800 square feet, such computation shall be exclusive of attached garages, carports and open or screened porches. Additionally, the ground floor of any two story residential dwelling constructed on any lot shall contain a minimum of 1,000 square feet of heated area, exclusive of open or screened porches and attached garages or carports.

5. No fences shall be constructed or placed on any portion of any lot lying between the residential dwelling constructed on said lot and the street or streets abutting the front lot line. Provided however, that this provision shall not be construed to prevent the location of hedges or other natural growth in or on the above described portion of any lot or to prevent the construction of any wooden or stone fences within said area with the prior written consent of the Architectural Control Committee. No barbed wire fence shall be placed or maintained on any portion of any lot. No fence constructed of any other material shall be placed or maintained on any portion of any lot without the prior approval of the Architectural Control Committee in accordance with Paragraph 9 below.

6. No trash cans, garbage cans or clothes lines shall be located on any lot so as to be visible from any street abutting said lot, except when incident to normal trash or garbage collection. Also, all garbage cans shall be screened from the view of adjacent property owners.

7. All buildings constructed on any lot shall be constructed of such materials as brick, stone, new wood, used wood, when in good condition and when in context with the architectural design of the building, or other materials specifically approved by the Architectural Control Committee.

8. A five (5) member Architectural Control Committee is hereby established, hereinafter referred to as "the Committee". Said Committee shall initially be composed of the following members:

Mel A. Bryan

Ann McAfee

C. M. Harris

Ash Tisdelle

James Townsend

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. No member of the committee, nor its designated representative, shall be liable to any lot owner or any person or entity at law or in equity for any decision or act or failure to act, pursuant to the authority to approve or disapprove various plans or specifications as set forth herein. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

9. Construction of buildings, fences, and/or other facilities, structures or appurtenances shall not commence on any lot until the proposed plans and specifications for such construction have been reviewed and approved in writing by the committee, or its representative. Plans and specifications must include, but may not be limited to, two (2) complete sets of detailed construction plans with specifications for same and with exterior finishes and colors clearly shown and must further include two (2) copies of the plot plan showing the proposed location of the building and other structures, such as drives, parking areas, fences and proposed alterations. After review, one (1) set of the plans and specifications marked "approved" or "rejected" will be returned to the owner for corrections and resubmittal or for commencement of construction, whichever the case may be. In the event approval or rejection of the plans and specifications is not provided by the committee within thirty (30) days following receipt of request and other documents as outlined herein, the provisions of this paragraph shall be deemed waived. Provided however, that such waiver shall apply only to the requirements for submitting plans and specifications for approval and shall in no way be construed as waiving any of the other covenants and restrictions set forth herein.

10. The committee may approve or reject proposed plans and specifications and construction materials for any reason, including, but not limited to, aesthetics, composition, color, texture, fire resistance and durability. Approved stain and varnish may be used when the coloration resulting from such use is in keeping with the color restriction of this paragraph, provided, the committee may approve or reject, for any reason and 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 harmoniously and architecturally blend with the building. All such doors shall be painted, stained or varnished in accordance with painting restrictions of this paragraph.

11. The Architectural Control Committee established herein shall in no way be empowered or authorized to grant any variances in or exceptions to these covenants and restrictions, which power and authority is and shall remain vested in the Developer, its successors and assigns. However, the developer shall be entitled at all times to assign and transfer all rights and authority reserved herein including the right to grant variances and/or exceptions, to any other person(s) or entity including the architectural control committee by duly recorded written instrument.

12. All purchasers of Lots shall maintain said lots and all improvements, including but not limited to the yard, buildings, landscaping and other facilities free of trash and litter and in a neat and clean manner. Provided however, the provisions of this paragraph shall not be construed to require any lot owner to clear any natural growth located on such lot prior to construction of a dwelling thereon.

13. No duplex, garage apartment, apartment house, tent, shack or barn shall be erected or placed on or allowed to occupy any lot, nor shall any basement, houseboat, motor home or travel trailer or other outbuilding be placed or erected on any lot to be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any lot. No dwelling shall be occupied as a residence unless substantially completed nor shall any unfinished structure be allowed to remain on any lot for more than twelve months from the date of commencement of construction of same. No house trailer or mobile home shall be permitted to remain on any lot for any purpose.

14. No commercial vehicles or school buses shall be kept, stored or maintained on any lot nor shall any boat be kept, stored or parked on any lot unless same is maintained inside a garage or is otherwise out of view of the street abutting the front property line.

15. No swimming pool or any other structure which is allowable under these covenants and restrictions shall be constructed on any lot unless said construction is done simultaneously with or subsequent to the construction of a single family residence on said lot, and constructed contiguous to said residence or its contiguous patios and/or decks.

16. No yard lighting devices, except such lighting devices as are normally used at portals, driveways, or which are soffit mounted for illuminating around the immediate perimeter of the dwelling, shall be erected on any lot (except as provided in paragraph 26) nor shall any high intensity lights be erected on any lot in such a fashion as to create a nuisance or annoyance to any other lot owner.

17. No lot may be used or maintained as a dumping ground for rubbish, nor shall any inoperable automobile or appliances be placed or permitted to remain on any lot, right-of-way, or easement either temporarily or permanently except for purposes of normal pick-up by garbage or trash collection agencies. All trash, garbage and waste shall be kept in closed sanitary containers.

18. No commercial activities whatsoever shall be carried on or conducted on any lot including but not limited to home occupations as defined by the Clay County Zoning Ordinance.

19. No obnoxious or offensive activities shall be carried on or conducted on any lot nor shall anything be done

thereon which shall constitute an annoyance or a nuisance to the neighborhood.

20. No commercial advertising or display signs and no large or unsightly signs may be permitted on any lot, excepting however, customary "for sale" or "for rent" signs used in residential sales and leasing.

21. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Provided however, that dogs, cats and household pets may be kept so long as they are not bred or maintained for commercial purposes and do not cause a nuisance or public aggravation to any other lot owner and are not kept in unreasonable numbers.

22. No living tree or trees of 10" DBH (diameter breast height) or greater may be cut or removed from any lot excepting however, such trees that are growing within ten feet of a residential dwelling or appurtenant outbuildings or swimming pools allowed hereunder and except as provided in paragraph 26 hereof.

23. No man made or artificial structures, including fences shall be placed on any waterfront lot which unreasonably restricts the view of the St. Johns River by any other waterfront lot owner. Provided however, that the location of any residential dwelling and appurtenant outbuildings upland from the 100 foot set back line established herein shall not be construed as an unreasonable obstruction of view.

24. The construction and maintenance of property line fences are allowed on any lot except as same are specifically prohibited, or limited in size, by the terms of these Covenants and Restrictions.

25. No free standing, above ground swimming pool or satellite T.V. disk antenna shall be placed or constructed on any lot.

26. The location of one tennis court per lot is specifically allowed hereunder provided that:

(a) Said court is located between the dwelling and the rear lot line.

(b) Said court is constructed during or after construction of the dwelling on said lot.

(c) No trees lying within the proposed court site of a 15" DBH or greater are removed in order to construct said court.

(d) No high intensity lighting is used in conjunction with said court which creates an annoyance to the owner or owners of any other lot.

27. No window air conditioning units shall be installed on any building without the prior written approval of the Architectural Control Committee.

28. No mailbox or paperbox or other receptable of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be located on any lot until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee.

29. It is hereby acknowledged that there is a single family residential dwelling located on Lot 10. Any additions to

said dwelling, remodeling, or reconstruction after destruction by fire, storm or other casualty shall be subject to and must comply with the covenants and restrictions set forth herein.

30. The Developer hereby reserves for itself, its successors and assigns the right to use any tract or lot or portion thereof as shown on said plat, as an easement for road purposes and/or utilities if in the sole discretion of Developer, its successors and assigns, such use is reasonable and necessary for the development and intended use of said land, or adjacent lands, and such use shall in no way constitute a violation of these covenants and restrictions.

31. These covenants and restrictions are to run with the title to the lots as shown on the plat of RIVER PASSAGE and shall be binding on all purchasers of any lot or lots in said subdivision and all persons claiming under them until December 31, 2007, at which time they shall be automatically extended for successive consecutive periods of ten (10) years each unless they are amended, altered or canceled by a majority vote of the then owners of lots encumbered by these covenants and restrictions evidenced by an instrument recorded in the public records of Clay County, Florida.

32. The Developer hereby reserves for itself and its successors and assigns, and shall have the absolute right, but not the obligation.

(a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, provided however, that this shall not prevent the developer from waiving or amending any restrictions as to building set back lines and minimum square foot requirements as to any lot or lots.

(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, deed or other instrument hereinafter made relating to any particular lot or lots, any additional covenants and restrictions applicable to the said lot or lots which do not lower the standards of the covenants and restrictions herein contained, and,

(d) to release any lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building set back line, minimum square foot requirements and provisions hereof relating thereto) if the developer, in its sole judgment, determines such violation to be insubstantial.

33. If any owner of any lot or the successors or assigns of said owner shall violate or attempt to violate any of the covenants and restrictions set forth herein, it shall be lawful for any other person or persons owning any lot encumbered by these covenants and restrictions, including the developer, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent such violation or to recover damages therefor. The right of the Developer to enforce in law or in equity these covenants and restrictions shall not be construed as an obligation to do so.

34. Invalidity of any one or more of these covenants and restrictions by judgment or court order or otherwise, shall in no way affect the legality of any of the other provisions hereof which shall remain in full force and effect.

35. No dwelling or any other structure shall be constructed or located on Lots 1, 3, 35 and 36 in such a fashion so as to front on Pine Avenue (County Road #C-15-A). Additionally, no driveways or any means of ingress or egress shall be constructed or located on Lots 1, 34, 35 and 36 so as to allow such ingress or egress directly to any of said lots from said Pine Avenue.

IN WITNESS WHEREOF, the Owner has caused these Covenants and Restrictions to be executed, this 27th day of May, 1987.

Witnesses:
(As to all parties)

[Signature]
[Signature]

RIVER PASSAGE ASSOCIATES

BY: BRYAN-HARRIS, INC., Partner

BY: [Signature]
MELVYN A. BRYAN, President

Owner of Lots
Number 10, 11 & 12

[Signature]
MELVYN A. BRYAN

Owner of Lots
Number 10, 11 & 12

[Signature]
C.M. HARRIS, III

Owner of Lots
Number 13, 14 & 16

[Signature]
JAMES J. TOWNSEND

Owner of Lots
Number 13, 14 & 16

[Signature]
CATHERINE B. TOWNSEND

TISDELLE CORPORATION

Owner of Lot 15

BY: [Signature]
H.C. TISDELLE, President

[Signature]
H.C. Tisdelle Jr. V.P.

STATE OF FLORIDA }
COUNTY OF CLAY }

The foregoing instrument was acknowledged before me this 27 day of May, 1987, by MELVYN A. BRYAN, President of BRYAN-HARRIS, INC., a Florida corporation, Partner of RIVER PASSAGE ASSOCIATES, a Florida General Partnership, on behalf of said Partnership.

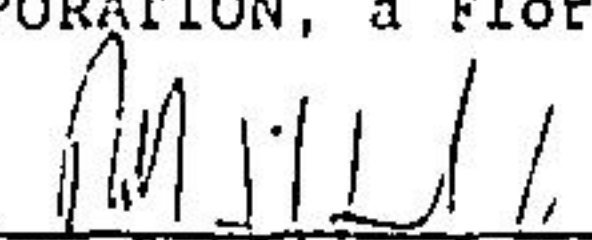
[Signature]
Notary Public, State of Florida
My Commission Expires: 12-6-88

(Seal)

STATE OF FLORIDA)
COUNTY OF CLAY)

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The foregoing instrument was acknowledged before me this
27 day of May, 1987, by MELVYN A. BRYAN, C.M. HARRIS, III,
JAMES J. TOWNSEND and CATHERINE B. TOWNSEND, his wife, and A.C.
TISDELLE, President of TISDELLE CORPORATION, a Florida cor-
poration.


Notary Public, State of Florida
My Commission Expires: 12-6-88

(Seal)

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