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5 MIN. RETURN

COVENANTS AND RESTRICTIONS

SOUTHBANK SUBDIVISION

CLAY COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT:

Whereas, Coursey Development Company (hereinafter called "Developer"), is the owner of all the land shown on the plat of Southbank, according to plat thereof recorded in Plat Book 32, Pages 35 and 36 of the public records of Clay County, Florida, (hereinafter called "Plat" or "Said Plat"), and

Whereas, Developer 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, Developer desires to serve notice upon all persons and their successors, who shall hereafter take title to any portion of said property 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 Developer 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 Southbank according to thereof recorded in Plat Book 32, Pages 35 and 36, 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 lands and the Grantees of any deed conveying any lot or lots, parcels or tracts 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, 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.
2. Said land shall be used for residential purposes exclusively. No structures 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 heights, together with an attached garage and necessary outbuildings. The term "outbuildings" shall be construed to include only a pool and poolhouse, a detached garage, 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 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 play house shall be located or constructed in any trees located in any trees located on said land.

3. No building shall be located on any lot nearer than 20 feet from the front lot line and no nearer than 7.5 feet from any side lot line, and no nearer than 15 feet from any rear lot line. The above setback lines shall be measured from the front of the respective lot lines to the foundation of any building for purposes of determining compliance with these setback 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 15 feet to the side street abutting said lot.

4. No residential dwelling shall be placed on any lot which dwelling contains an area of less than 1,800 s.f. living area. In computing said areas, 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 1,000 s.f. living area, exclusive of open or screened porches and attached garages and 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 said lot. Provided, however, that this provision shall not be construed to prevent the location of hedges and other natural growth in or on the above described portion of any lot or to prevent the construction of any wooded or stone fences for the purposes of enclosing patios or other areas contiguous to the dwelling located on any such lot. No barbed wire or chain link 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 10 below. Furthermore, all fences must gain the approval of the Architectural Control Committee prior to commencement. Also, no fence shall be erected on a utility easement so as to prevent the Utility Authority from entering and/or utilizing the easement for their purposes.

A. All privacy fences must extend to the back property line. Rear property fence lines must be uniform in relation to other rear fence lines. On waterfront lots, side panels must be 6 feet high and rear panels must be 4 feet high.

6. 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 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.

7. No trash cans, garbage cans or clotheslines shall be located on any lot so as to be visible from any street abutting said lot, except when incident to normal trash collection.

8. All buildings constructed on any lot shall be constructed of such materials as: Wood siding, concrete siding, brick, stone or stucco.

9. An Architectural Control Committee of not more than four members is hereby established, hereinafter referred to as "the committee". Said committee shall initially be composed of the following members:

William P. Coursey, Jr.
2554 Blanding Blvd., Middleburg, Fl 32068
Kevin S. Coursey
2554 Blanding Blvd. Middleburg, Fl 32068
Craig P. St. Peter
2554 Blanding Blvd. Middleburg, Fl 32068

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, if any, 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.

10. 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 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 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 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 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 waived any of the other covenants and restrictions set forth herein.

11. 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. Bright paint colors shall not be used without the expressed written consent of the committee. 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 in accordance with painting restrictions of this paragraph. Minimum roof pitch of 7/12 on single story homes and 5/12 on full two story homes.

12. 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.

13. All lots to be sodded with St. Augustine Floratam to front corners of the house (the full width of the lot) with a concrete drive from the street to the garage. Also, there should be a sidewalk leading from the driveway to the front entry. All purchasers of lots shall maintain said lots and all improvements, including but not limited to the yard, buildings, landscaping and other facilities 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. Landscape must have a minimum of 16 - 3 gallon plants, 2 trees (approx. 6' high) at least 2" DBH and mulch in flower/plant beds.

14. 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 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, except as a sales office for the Developer's use.

15. 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.

16. 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 the single family residence on said lot.

17. 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 27) 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.

18. 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.

19. No maintenance or repair work shall be performed on any vehicles unless said work is done entirely within an enclosed garage.

20. No noxious 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.

21. 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 which are in accordance with the Clay County Sign Ordinance.

22. 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 as long as they are not bred or maintained for commercial purpose and do not cause a nuisance or public aggravation to any other lot owner and are not kept in unreasonable numbers.

23. No living tree or trees of 10" DBH (diameter breast height) or greater may be cut or removed from any lot, without the prior written approval of the Architectural Control Committee, 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 27 hereof.

24. "Conservation Easement Area" means all of such areas described in the legal description of the property, as shown on the final plat.

The Conservation Easement Areas shall and hereby be declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, F.S., in favor of the St. Johns River Water Management District ("District"), for the purpose of retaining and maintaining the Conservation Easement Areas including specifically, the vegetative natural buffer, in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of the Conservation Deed Restriction, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas.
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials,
- (c) The removal or destruction of trees, shrubs or other vegetative from the Conservation Easement Areas.
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the Conservation Easement Areas,
- (e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and no water recreation,
- (g) Acts or uses detrimental to such retention of land or water areas.

25. 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.

26. No free standing, above ground swimming pools shall be placed or constructed on any lot, unless completely fenced and out of view. Must be approved by the Committee prior to installation.

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

28. No mailbox or paperbox or other receptacle 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. Mailboxes, either brick or stucco, to be provided by the builder.

29. These covenants and restrictions are to run with the title to the lots as shown on the plat of Southbank and shall be binding on all purchasers of any lot or lots in said subdivision and all persons claiming under them until April 1, 2019, at which time they shall be automatically extended for successive consecutive periods of ten years each unless they are amended, altered or canceled by a majority vote of the then owners of lots covered by these covenants and restrictions of Clay County, Florida.

30. 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 purpose and standards of the covenants and restrictions herein contained, provided, however, that this shall not prevent the developer from waving or amending any restrictions as to building set back lines and minimum square floor 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 lines, minimum square foot requirements and provisions hereof relating thereto) if the developer in its sole judgment, determines such violation to be an insubstantial violation.

31. 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 covered 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 an obligation to do so. Additionally, Developer hereby reserves a continuing right and easement (but not the obligation) to enter upon any lot for the purpose of removing any rubbish, trash, garbage or sign or billboard existing on such lot in violation of the Covenants and Restrictions.

32. Invalidation 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.