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PREPARED BY AND RETURN TO:
Clifford B. Newton
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LOT 95, SWEETWATER CREEK SOUTH, UNIT ONE WEST**

THIS DECLARATION, made this 9th day of November, 1995, by SWEETWATER CREEK, INC., whose address is 3840 Crown Point Road, Suite A, Jacksonville, Florida, 32257 ("Developer");

W I T N E S S E T H:

WHEREAS, Developer is the Owner of certain real property (the "Property" or the "Lot") more fully described as follows:

Lot 95, SWEETWATER CREEK SOUTH, UNIT ONE WEST, according to the plat thereof as recorded in Plat Book 50, pages 10, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 10J and 10K, of the current public records of Duval County, Florida; and

WHEREAS, Developer desires to provide for the preservation of the values of the Property and to this end, desires to subject the Property to the Declaration which is hereby declared to be for the benefit of the Property and each and every owner thereof, their respective heirs, successors and assigns, and shall be deemed to run with title to the Property.

NOW, THEREFORE, Developer declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon any owners thereof, their heirs, successors, assigns and mortgagees.

1. Approval of Improvement. Except as originally constructed by the Developer, no building, fence, wall, or other structure or landscaping shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and location in relation to surrounding structures and topography and finished grade elevations, by the Developer. Requests for approval shall be in writing delivered to Developer by certified return/receipt mail. In the event the Developer fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this paragraph shall be satisfied. However the inaction of the Developer shall not entitle the lot owner to violate any of the requirements of this Declaration of Covenants and Restrictions.

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2. **Use Restrictions.** No structures of any kind shall be erected, altered, placed or permitted to remain on the Lot other than: (A) (i) one single-family dwelling, not to exceed two and one-half stories in height; (ii) one private garage to accommodate up to two (2) cars or three (3) cars with approval of Developer; and (iii) one-story building for storage located to the rear of the back building line of the dwelling, and having not more than one hundred forty-four (144) square feet of floor space, to be located in fenced area.

3. **Fences.** No fence or wall shall be erected, placed or altered on the Lot nearer to the street than 20 feet from the front lot line, nor shall any fence be erected on the remainder of the Lot which exceeds six (6) feet in height without the approval as required by paragraph 1. All fences constructed on the Lot shall be six (6) feet in height and shall be six (6) inch board shadow box design.

4. **Prohibited Activities.** No trade, business, noxious or offensive activity, in the sole opinion of the Developer shall be carried on upon the Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of the Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No garage shall at any time be used as a residence or enclosed and incorporated into a residence. No commercial activity shall be carried out in the residence or garage, nor shall any structure of a temporary character be used as a residence.

5. **Pets and Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on the Lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. In any event, there shall not be more than a total of three (3) animals or pets of any type kept on the Lot.

6. **Clotheslines.** No clothes or laundry shall be hung or clotheslines erected in the front yard or carport. All clotheslines shall be screened from street view and shall require written permission from the Developer.

7. **Parking of Wheeled Vehicles, Boats, Etc.** No recreational vehicles, boats, travel trailers, motorized homes, campers, mopeds, trucks (other than pickup trucks), commercial vehicles, trailers of any kind, including, without limitation, vehicles in disrepair, may be kept or parked between the paved road and the residential structure or within the front or side yard or within the right-of-way without approval of Developer. They may be so kept if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots or roadways. Private automobiles or vehicles of the Owner bearing no commercial signs, unless in connection with the owner's employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the Lot owner may be parked in the driveway only during the times necessary for pickup and delivery service and solely for the purpose of said service. No trailers or mobile homes may be maintained or kept on the Lot.

8. **Aerials, Antennas and Satellite Receptor Dishes.** No radio or television aerial, antenna or satellite receptor dish nor other exterior electronic or electrical equipment or devices of any

kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of the Lot.

9. **Utility Easements.** A perpetual, nonexclusive alienable and releasable easement is hereby reserved to the Developer and its successors and assigns, over, under and above a ten (10) foot strip at the rear of the Lot and over, under and above a five (5) foot strip at the side lot lines described herein and also over, under and above those easements shown on the recorded plat of the Property for the construction, installation and maintenance of drainage ditches and facilities, power, telephone, lighting, heating, gas, water, electric, sanitary and storm sewer facilities and other public or private utility installations of every kind. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of the Lot shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of the Lot or anyone claiming by, through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of the Lot shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of Developer and its successors and assigns, where such structures, planting, trees or shrubbery interfere with the use of the said easement for the purposes for which the same have been reserved. The easements and rights hereinabove granted and reserved to Developer and its successors and assigns, shall not pass from Developer and its successors and assigns by deed conveying the Lot but shall exist and continue in Developer and its successors and assigns, only, or in those persons or corporations to whom Developer and its successors and assigns, shall have expressly conveyed said easements and rights. The Developer shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance.

10. **Water and Sewer Rights, Well Limitation.** Commencing 45 days after the recording of this Declaration, the City of Jacksonville, or its successors, shall have the sole and exclusive right to provide all water and sewer facilities and service to the Property. No well of any kind shall be dug or drilled on the Lot to provide water for personal or housekeeping use within the structures to be built upon the Lot, and no potable water shall be used within said structures except potable water which is obtained from the City of Jacksonville or its successors and assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer, its successors and assigns, and the local Health Department and any other governmental or quasi-governmental agency which may have jurisdiction. The City of Jacksonville is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Property as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to the City of Jacksonville all easements required to provide water and sewer facilities and service to the Property. These restrictions shall cease at such time as the City of Jacksonville, or its successors or assigns, shall permanently cease to provide water to said Lot.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed and set its seal all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SWEETWATER CREEK, INC.

Beverly J. Holland
Beverly J. Holland
Jacquelyn R. Heubler
Jacquelyn R Heubler

By: J. D. Collins
J. D. Collins, President



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this ^{9th} day of ~~October~~ ^{November}, 1995, by J. D. Collins, the President of SWEETWATER CREEK, INC., a Florida corporation. He is personally known to me.

Beverly J. Holland
Notary Public, State of Florida

