

AMENDED
COVENANTS AND RESTRICTIONS

78 7008

Fruit Cove Forest Unit One

WHEREAS, H. S. Brownnett and J. Albert Zeigler are co-owners in Fee Simple and the developers of the following property in St. Johns County, Florida:

All of Fruit Cove Forest Unit One according to plat thereof recorded in Plat Book 13, pages 7-8, of the current Public Records of St. Johns County, Florida.

WHEREAS, said owner and developer, hereinafter called Developer, is desirous of amending those certain covenants and restrictions on said property heretofore recorded in Book 334 page 628 of the public records, St. Johns County, Florida.

NOW, THEREFORE, in consideration of the mutual benefits and covenants and of other good and valuable considerations, the Developer for itself, its grantees, successors and assigns and the grantee of any deed or deeds conveying any part of said land shall be deemed by the acceptance of such deed or deeds to have covenanted and agreed to provisions herein contained, does hereby place the following restrictions and covenants upon the use of the property described herein above:

1. Each lot in the above described subdivision shall be used exclusively for residential purposes, and not more than one detached single family dwelling and the necessary outbuildings therefore, not to exceed a private garage for more than three cars and a servant's or storage room or tool room attached to the garage and on the ground floor, shall be permitted to occupy any one of said lots or any part thereof at any one time.
2. No building shall be erected, placed or altered on any building plot of this subdivision unless the same shall, as to design, be in conformity and harmony with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevations.
3. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. Such garage may be located not closer than 10 feet to any side lot line.
4. No residential structure shall be erected or placed on any building plot which plot has an area of less than one-third (1/3) acre.
5. No noxious or offensive trade or 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.
6. No owner of a building plot shall plant or place any shrubbery, hedges, trees or other plantings on any part of said land lying outside the owner's building plot. No living tree having a diameter greater than ten inches, breast high, may be cut on any of said land without first obtaining the written consent of the Developer.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. The area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet.
9. That the Developers of the above described property may include in any contract or deed hereafter made, any additional covenants, conditions, restrictions or limitations not inconsistent with these herein set forth.
10. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.
11. Where a building has been erected, or the construction thereof substantially advanced, and is situated on any lot or lots as now platted or any subdivided or replatted lot or building plot in such manner that the same constitutes a violation or violations of the above covenants, the said Developer shall have the right at any time to release such lot or subdivided lot or building plot, or portions thereof, from such part or provisions of the said covenants as are violated, provided, however, that said Developer shall not release a violation or violations of such covenants except as to violations he determines to be minor and the power to release any such lot or plot from violation or violations shall be dependent upon a determination by him that the violation or violations for which releases are given are minor.
12. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two square feet in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a property. The Developer may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.
13. No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of Fruit Cove Forest Unit One.
14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless

similarly approved. The architectural control committee is composed of H. S. Brownnett and J. Albert Zeigler. 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 member shall have full authority to designate a successor. Neither the member(s) of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the ten 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. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF the Developer has executed these presents by its officers thereunto duly authorized this 30th day of May, 1978.

Signed, sealed and delivered in our presence:

Arlene P. Brian

By: H. S. Brownnett

J. Albert Zeigler

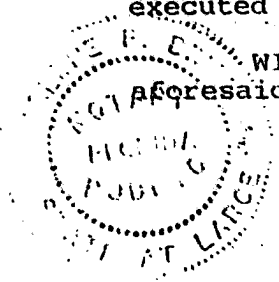
By Attest: William Zeigler

STATE OF FLORIDA

COUNTY OF

Before me personally appeared H. S. Brownnett and J. Albert Zeigler, to me well known and known to me to be the individuals described in and who executed the foregoing Covenants and Restrictions, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of May, 1978.



Arlene P. Brian
Notary Public

State of Florida at Large
My commission expires: 5-1-81

Notary Public, State of Florida at Large
My Commission expires: 5-1-81
I remain in good standing for a period of 30 days

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHN'S COUNTY FLA

Jul 7 4 31 PM '78

William Zeigler
CLERK CIRCUIT COURT

VERIFIED BY
1/1/78