

PREPARED BY AND RETURN TO:
JOHN & CINDY MERRILEES
P.O. Box 558
Middleburg, FL 32050

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James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$10.50



DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned John Merrilees and Cindy Merrilees, the owners of that certain real property located in Clay County, Florida, being more particularly described as follows:

Lots 6, 7, 8 and 9;
Lots 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26;
Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40,
BLOCK 7-A, REPLAT OF BLOCKS 4, 5, 6, 7, 8, 14 AND 15,
FLEMING ISLAND ESTATES, according to plat thereof as recorded in
Plat Book 4, page 63, of the Public Records of Clay County, Florida;

makes the following Declaration of Restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These Restrictions, during their lifetime, shall for the benefit of and limitation upon all present and future owners of the real property.

This property shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any parcel other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

Each property shall have a ten foot (10') easement along the front (street) property line for power company's use. No tall growing landscaping shall be planted in this area.

Grass Seed or sod shall be planted and established, covering the entire yard within 120 days of move on. Grass must remain mowed under four inches at all times.

No structure of temporary character, basement, tent, shack, garage, barn, motor home, camper trailer or other outbuilding shall be used as a residence.

Modular homes and mobile homes are permitted, provided the unit is in good condition, both visually and structurally and that the age of any mobile home is no more than ten years old at the time of placement on any lot. The minimum size of the mobile home shall be 800 square feet of heated area. All mobile homes must be permanently affixed to the real estate and skirted in such a manner that no open space between the bottom of the mobile home or structure and the real estate is visible. Tongues of mobile homes must be either removed or skirted or landscaped from view.

No commercial, noxious, or offensive activity shall be carried on or upon this property, nor shall anything be done on it that may be or become an annoyance or nuisance to the neighborhood.

No animals, livestock, horses, rabbits or poultry of any kind shall be raised, bred, or kept on this lot except that; dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and do not constitute a nuisance to the neighborhood by barking, howling or otherwise disturbing the quiet of the neighborhood. Animal living areas or pens shall not be offensive due to odor.

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than nine (9) square feet advertising the property during construction and/or sale.

No part of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such

All vehicles, including automobiles and trucks, shall be in operating condition and under no conditions shall an inoperable motor vehicle be stored on said premises, unless in a closed garage or carport.

It shall be the responsibility of each owner to prevent the development of an unclean, unsightly or unkept condition of buildings or grounds or such that would tend to substantially decrease the beauty of the neighborhood as a whole or any specific area.

Each property owner shall pay to the undersigned, or their appointed representative a pro rata share of the costs to maintain the road, so as to make it free and passable such that motor vehicles of all types can pass regardless of weather conditions at all times.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time they shall be extended automatically for successive periods from ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the Covenants in whole or in part.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these Covenants by Judgment or Court in no wise shall affect any of the other provisions, which shall remain in full force and effect.

WITNESS the execution hereof this 7 day of MAY, 1999.

Signed, sealed and delivered in the presence of:

[Signature]
Witness DOUGLAS W. JOHNSON

[Signature]
John J. Merrilees

[Signature]
Witness Beverly Baldwin

[Signature]
Cindy Merrilees

State of Florida
County of Clay

I hereby certify that on this 7 day of MAY, 1999, before me, an officer duly qualified to take acknowledgments, personally appeared JOHN J. MERRILEES AND CINDY MERRILEES, who provided FLDL as identification or are personally known to me to be persons described herein and who executed the foregoing instrument.

Notary Public, State and County Aforesaid

[Signature]
Notary Signature

Name:

Seal/Exp.:



DOUGLAS W JOHNSON
My Commission CC547551
Expires Apr. 15, 2000