

COVENANTS AND RESTRICTIONS
OF
DOCTORS LANDING

KNOW ALL MEN BY THESE PRESENTS:

DOCTORS LANDING DEVELOPERS, INC., a Florida corporation, hereinafter called "Developer", is the owner of all lots located in DOCTORS LANDING, according to the plat thereof in Plat Book 20, pages 16-19 of the Public records of Clay County, Florida.

NOW, THEREFORE, for and in consideration of the benefit of itself and all persons claiming by, through or under it, the Developer does hereby impose (i) the following covenants and restrictions to run with the title to said lots, and (ii) the easements referred to in Paragraph 14 hereof.

1. No lot shall be used except for residential purposes. No building shall be erected on each of said lots other than one detached single family dwelling not to exceed two stories in height and an attached garage providing spaces for not more than three vehicles.

2. Building set back requirements and Building restrictions:

A. All buildings shall be set back a minimum of 25 feet from any street, 10 feet from all side lot lines and 25 feet from the rear lot line, except as hereinafter provided.

B. No building shall be constructed within 55 feet of the south lot line on lots 1-8, inclusive.

C. No trees, shrubs or vegetation of any type may be removed from within the 15 foot easement and non-access buffer running parallel to County Road C-220 along the southern boundary of lots 1-8, inclusive.

D. No above ground construction shall be allowed within 90 feet of the waterline on lots 54-63, inclusive, except in ground swimming pools and pool pumps to a height of 4 feet.

E. Driveways on lots 4 and 5 must open onto Nautilus Drive; driveways on lots 26-32, inclusive, must open onto Nantucket Court.

F. No trees, shrubs or vegetation of any type may be removed from lots 4 and 5 within 25 feet of the lot lines bordering Yarmouth Drive except within 50 feet of the intersection of Yarmouth Drive and Nautilus Drive. Additionally, no fence of any nature may be erected along Yarmouth Drive.

3. Dwellings shall contain a minimum of 1800 square feet of ground floor area, exclusive of garages, porches or screened-in areas for a one story dwelling off water and 2200 square feet on waterfront lots.

4. All trees which are greater than 20 feet in height and have a 8" or greater DBH may not be cut or removed without the approval of the Architectural Control Committee. The Committee shall be requested in writing by the owner of the lot for permission to remove any tree greater than 20 feet in height and which has a 8" or greater DBH. The Committee shall respond within 7 days after receipt of request. During construction of a dwelling, all trees having a 8" DBH or greater, on the building site, shall be protected by sound tree protective measures.

5. No trailer, tent, shack, detached garage, barn or other outbuilding shall be erected on any lot, either temporarily or permanently; however, nothing herein shall be construed to prevent the Developer, or its agents, from erecting and maintaining on any part of said lots owned by it such temporary buildings and other structures as maybe reasonably required by it for development and sales purposes. No inoperable motor vehicles, appliances or other article shall be placed on or permitted to remain on any lot either temporarily or permanently.

6. The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard maintained and all buildings properly painted.

7. Each and every residence on each lot shall be connected to the water and sewer disposal lines owned and operated by Kingsley Service Company, or its successors and/or assigns. No well shall be permitted on any lot to be used for housekeeping within a residence except that shallow wells for use in air conditioning equipment and/or lawn watering are permitted.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in closed sanitary containers.

9. No outside clotheslines may be erected or temporarily used on any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats or other household pets may be kept provided, however, that they are not kept, bred, or maintained for any commercial purposes, do not cause or create or constitute a nuisance and are kept in compliance with all governmental regulations.

11. No noxious or offensive 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.

12. On corner lots, no fence, wall, hedge, or shrubbery planting shall be erected or maintained in excess of 4 feet in height along that side of said lots which border any street. All fences or walls over 4 feet high shall be constructed so as to allow the passage of air through them. Additionally, no fence or wall shall be constructed nearer any street than the house itself.

13. No building shall be constructed on any lot of material other than masonry, metal acceptable to the Developer, or good wood. No secondhand nor used building materials, other than masonry, shall be used. Under no circumstances shall tin, tar paper or asphalt composition (except for roofs of asphalt shingles) appear on the exterior of any such building.

14. Easements for drainage and utilities, including, but not limited to, water, sewage, electricity, drainage, power, and communications are reserved over, on and under all easements as shown on said plat, and on, in over a ten foot strip at the back of each lot, and on, in over a seven foot strip along the front and side lines of each lot, where no such easement is shown on said plat, and the said Developer shall have the unrestricted right and power to release said easement. Said reservations shall inure to the benefit of the Developer and its successors

and/or assigns. The easements and right herein reserved to the Developer shall not pass from the Developer by its deed conveying any of the lots, but shall exist and continue in the Developer only or in those persons or entities to which the Developer shall have expressly conveyed said easements and rights. Additionally, as shown on the Plat, a 15 foot easement for non-access and for a wall along and inside the easement nearest to and paralleling County Road C-220 is hereby reserved.

15. Until all necessary permits have been received by the owner from the appropriate Governmental Agencies, no construction of any type on any lot shall take place in the area north of the established DER line as designated on the Plat.

16. The covenants and restrictions shall remain in force and effect until January 1, 2011, after which these covenants and restrictions shall be automatically renewed for successive ten year periods unless these covenants and restrictions are amended, altered or cancelled by a majority vote of the then record owners of the lots herein described. Until these covenants and restrictions expire or are cancelled, they shall be deemed to be covenants running with the title to said lots.

17. The Developer reserves the right to release any lot from any part of these covenants and restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto wherever the Developer, in its sole judgment, determines such violation to be minor or an insubstantial violation).

18. 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 external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 23.

19. All mailboxes are to be fully enclosed within a brick housing, said housing to be approved by the Architectural Control Committee.

20. No satellite dishes shall be permitted on any lot or home.

21. All garages must be situated to open only to the rear or side of the structure; in corner lots the garage may open only to the rear or side of the dwelling away from the street(s).

22. No wheeled vehicles of any kind and no boats may be kept or parked on the lot unless same are completely inside a garage, except that private automobiles of the occupants bearing no commercial signs may be parked in the driveway on the lot from the commencement of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. A wheeled vehicle or boat, which is too large for the garage, may be placed on the lot, however, it must be obscured from view from the outside of the lot.

23. The Architectural Control Committee is composed of Mr. Lee D. Wedekind, Jr., 2301 Park Avenue, Suite 300, Orange Park, Florida 32073. The committee may designate a representative to act for it. The member of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time that the Developer shall have sold all the lots in DOCTORS LANDING, 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 restore to it any of its power and duties.

24. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

25. Every owner of a lot, other than a Builder who acquire a lot on which to build a house for ultimate sale to a homeowner, shall be a member of Doctors Landing Homeowners Association, a corporation not-for-profit to be formed as soon as there are 20 or more non-Builder lot owners in the subdivision. Membership in the Association shall be appurtenant to and may not be separated from ownership of Lot that is subject to assessment.

Said Association shall have the right and duty to charge reasonable fees in order to maintain and enhance the planted areas within and along Yarmouth Drive and County Road C-220, and for no other purpose, except that said Association may assess fees from the Lot owners on a purely voluntary basis for such other purposes as the Association may find appropriate. The assessment for maintenance and enhancement of the planted areas, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successor in title unless expressly assumed by them.

26. Invalidity of anyone of these covenants by judgment or court shall in no way effect any of the other provisions which shall remain in full force.

IN WITNESS WHEREOF, DOCTORS LANDING DEVELOPERS, INC., a Florida Corporation have caused these covenants and restrictions to be executed the appropriate corporate seals affixed hereto, this 24th day of June, 1986.

Attest:
Dan's Pugh

By:

Lee D. Wedekind, Jr.
Lee D. Wedekind, Jr.
Doctors Landing
Developers, Inc.

OR 0959 PAGE 601

STATE OF FLORIDA
COUNTY OF CLAY

Before me personally appeared Lee D. Wedekind, Jr. as representative for Doctors Landing Developers, Inc., a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal, this 24th day of June, 1986.

William A. Wilkison
Notary Public
State of Florida

My Commission expires:

Notary Public, State of Florida
My Commission Expires Jan. 31, 1983
Bureau of Notary Publics, Inc.

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