

RANCHETTES  
RESTRICTIVE COVENANTS FOR  
LAKE ASBURY, UNIT 5

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LAKE ASBURY DEVELOPMENT COMPANY, a corporation, organized and existing under the laws of the State of Florida, the owner of the hereinafter described property, is desirous of placing certain restrictive covenants on the use of said property, being located in Clay County, Florida, more particularly described as follows:

Lots One (1) through Eleven (11), LAKE ASBURY UNIT FIVE (5), according to the plat thereof recorded in Plat Book 7, Page 54, of the public records of Clay County, Florida.

NOW THEREFORE, the owner, for and in consideration of the covenants herein contained, and for other good and valuable considerations, does herein and hereby covenant and agree, for its successors, assigns and legal representatives, that the covenants and restrictions hereinafter set forth are hereby placed upon said property.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time all covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent such violation or to recover damages therefor.

Lake Asbury Development Company or its successor may subdivide or replat any lot or lots shown on said plat in any way it sees fit, provided that no residence shall be erected or allowed to occupy any replatted or subdivided parcel having an area of less than 15,000 square feet. The restrictions herein contained in case of such replatting or subdividing shall apply to each parcel so replatted or subdivided.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect:

1. No structure shall be erected, altered or permitted to remain on any lot or building plot in said subdivision other than single family dwellings, together with the necessary appurtenant structures used therewith. The term "appurtenant structures" shall be construed to include only a detached garage to which may be attached a laundry room, tool or servants room, a detached children's playroom, boat storage room, and like structures incident to the lot usage for single family residential purposes; except, if approved by the plans approval committee, a small equipment building and/or a small building for animals may be constructed.
2. No dwelling which has an area of less than 800 square feet shall be erected or placed on any lot or building plot. In computing square footage such computation shall be exclusive of attached garages, carports, storage rooms, and open or screened porches.
3. No structures shall be located on any lot or building plot nearer than 50 feet to any front street line (nor nearer than 25 feet to any side street line, where the same faces on more than one street) nor nearer than 10 feet to any side or back lot line or building plot line.
4. No ready built structure or house trailer shall be moved to or permitted to remain on any building plot; but this restriction shall not apply to prefabricated house actually assembled on the lot or building plot.
5. No more than two single family dwellings shall be constructed on one platted lot without the express permission of the plan approval committee as provided in paragraph 6 hereof. This shall not preclude the owner of a lot from buying a part of an adjacent lot and constructing a dwelling on the combined parcel referred to in these restrictions as "building plot". In such case, the boundary lines of the building plot shall be treated as lot lines for the purpose of building restriction lines.
6. All dwellings and structures to be placed on any lot or building plot shall conform in design and exterior appearance to the general character of the neighborhood. A plan approval committee is hereby established. This committee shall consist of not less than three of the members of the Board of Directors of Lake Asbury Development Company, which members shall be selected by a majority of the Board of Directors. After December 31, 1968, three members may be selected by a majority of then owners of the lots in said subdivision who shall constitute the plan approval committee, to serve for succeeding 5 year terms. Should such committee be elected, notice of those so serving shall be recorded in the office of the Clerk of the Circuit Court of Clay County, Florida. Plans for any new dwellings and structures shall be submitted to the plan approval committee for its approval. Within 30 days after the submission of these plans, the committee shall grant its approval or shall refuse to grant such approval in writing stating the reason therefor. If the plan approval committee fails to approve or disapprove such plans within 30 days after the plans have been submitted to it, such approval shall not be required and this covenant will be deemed to have been fully complied with.
7. Not more than a total of 4 horses and/or cows shall be kept on any lot or building plot. No pigs, sheep or goats shall be allowed. Any fowl or poultry shall be fenced and kept at least 10 feet from all lot lines. This restriction shall not be construed to prohibit the keeping of household pets, which shall not be kept or bred for commercial purposes or in unreasonable numbers. No dog kennels for commercial purposes shall be permitted.

8. No trailer, mobile home, basement, tent, shack, barn or other outbuildings shall be placed or erected on any lot or building plot to be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling shall be occupied unless substantially finished. The exterior of all buildings shall be completed within six months from the date of starting.

9. No building or other structure at any time situate on any lot or building plot shall be used as a hospital, sanitarium, church or charitable, religious, or philanthropic institution, or for business or manufacturing purposes, including but not limited to fish camps, boat rental establishments or commercial fishing. Nor shall the lot or plot itself be used for such purposes whether a structure is erected thereon or not. No noxious or offensive trade or activities shall be carried on upon any lot or building plot or any part thereof, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

10. All buildings using water and requiring sewer disposal shall connect to any water and sewer systems established by Lake Asbury Development Company or its licensee and shall pay the charges as may be reasonably established for said systems. No sewage shall be emptied into Lake Asbury. Provided that water mains are within 60 feet of the lot or building plot, no well of any kind shall be dug or drilled on any lot or building plot to provide water for use within dwellings, and no water shall be used within dwellings except water which is obtained from the owner, its successors, assigns, or licensee, as long as a water system is operated satisfactorily to the Florida State Board of Health or other governmental body having jurisdiction over said system. Nothing herein contained shall be construed to prevent the digging or drilling of a well to provide water for use in the yard or garden of the property or in any other way except within the dwelling.

11. The directors of Lake Asbury Development Company and their successors in office expressly reserve the right to waive specific violations of these restrictions and to modify or to cancel any of said restrictions, and to assign the right of waiving, modifying or cancelling said restrictions during the term they shall remain in force to any successor corporation or any other corporation, association or individual, by instrument recorded in the public records of Clay County, Florida.

12. The owner reserves the right to incorporate any additional covenants and/or restrictions in any deed, provided the same are not inconsistent with the foregoing covenants and restrictions.

Executed at Jacksonville, Florida, this 22nd day of November, 1967.

LAKE ASBURY DEVELOPMENT COMPANY

By

Henry D. Rogers  
Its President

Attest

Henry D. Rogers  
Its Secretary

Signed, sealed and delivered in the presence of:

Wicki A. Dwyer  
Jackie Lewis

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 2nd day of November 1967 before me personally appeared THOMAS D. RYAN, JR. and HENRY D. ROGERS, President and Secretary respectively of LAKE ASBURY DEVELOPMENT COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons described in and who acknowledged before me that they executed the foregoing instrument for the uses and purposes therein mentioned ~~and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.~~

WITNESS my signature and official seal at Jacksonville, the County and State aforesaid, the day and year above mentioned.

Kirk A. Dugan  
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 4, 1971



67- 5718  
FILE NO.  
OFFICIAL RECORDS NO. 150  
PAGE 263 RECORD VERIFIED

2:59 PM 30 NOV '67

CLERK OF PUBLIC  
RECORDS OF DUVAL COUNTY, FLA.

George L. Carls

CLERK CIRCUIT COURT

