

RESTRICTIVE COVENANTS

O. R. 113 MGT 518

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 Sixteen (16), and Lots Twenty-one (21) through Thirty-six (36), LAKE ASBURY Unit One (1), according to plat thereof recorded in Plat Book 7, Pages 15 and 16, 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 upon 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 one single family dwelling, 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.
2. No dwelling which has an area of less than 900 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 structure except a dock or boat house shall be located on any lot or building plot nearer to the established level of Lake Asbury as shown on the plat than 25 feet, nor shall any structure be located nearer than 10 feet to any side lot line or building plot side line, and no structure shall be located on any lot or building plot nearer to the street line than 30 feet. Should adjacent lot owners desire to build a dock or boat house closer than 10 feet to the common lot or plot line, this shall be permitted, provided that such dock or boat house meets the requirements of paragraph 9 hereof.
4. The floor of the interior of all houses shall be a minimum of 4 feet above the established level of Lake Asbury, as shown on the plat.
5. 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 houses actually assembled on the lot or building plot.
6. An easement and right of way ten feet wide along one side line of each lot is reserved, along the side line connecting each odd numbered lot and the next larger numbered (even numbered) lot for utilities and drainage. An easement twenty-five feet wide from the established level of Lake Asbury as shown on the plat is reserved for possible future installation and maintenance of sewer lines.
7. No dwelling shall be constructed on less than one platted lot without the express permission of the plan approval committee as provided in Paragraph 8 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.
8. 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 sub-division 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.
9. No dock, pier, bulkhead, or boat house shall be constructed unless the design and location thereof shall have been first approved in writing by said plan approval committee. In no event shall any dock, pier, or boat house extend into Lake Asbury more than 15 feet from the established level of Lake Asbury as shown on the plat and no bulkhead may extend beyond said established level.

10. No livestock, fowl or poultry shall be kept on any lot or building plot. 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.

11. No trailer, mobile home, basement, tent, shack, houseboat, 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.

12. 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.

13. 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.

14. Lake Asbury Development Company and its successors and assigns shall have the right to temporarily lower or drain Lake Asbury without the consent of lot owners.

15. If a community association is formed to make rules for the use of the lake, the owners of lots will abide by said rules. Operation of boats on the lake may be controlled by such a community association or the directors of Lake Asbury Development Company.

16. 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.

17. 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.

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18. 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 13th day of ~~November~~ ^{December}, 1965.

LAKE ASBURY DEVELOPMENT COMPANY

By: [Signature]
Its President

Attest: Henry D. Rogers
Its Secretary

Signed, sealed and delivered
in the presence of:

Estelle Ridley
Vivian H. Solon

STATE OF FLORIDA

COUNTY OF ~~DEPAL~~ Clay

I hereby certify that on this 13th day of ~~November~~ ^{December}, 1965, 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.

Green Cove Springs

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

Vivian H. Solon
Notary Public, State of Florida at
Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 1, 1968
Issued by Jackson Fin. & Guaranty Co.

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OFFICIAL RECORDS NO. 113
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RECORDS OF CLAY COUNTY, FLA.
George L. Carls
CLERK CIRCUIT COURT

