

PREPARED BY May Jordan
8081 Phillips Hwy.
9 of J 32256

DECLARATION OF
COVENANTS AND RESTRICTIONS
OCEAN TRACE

Bk: 8064
Pg: 858 - 860
Doc# 95062330
Filed & Recorded
04/04/95
09:53:51 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **REAL-ESTATE GROUP OF THE SOUTHEAST, INC.**, a Florida Corporation is the owner of all of the lots shown on the plat of **OCEAN TRACE**, recorded in the current public records of Duval County, Florida in Plat Book 49, Pages 53, and 53A, and desires to place the following covenants and restrictions upon the use of the lots shown on said plat, said covenants and restrictions to run with the title to such lots shown on said plat;

NOW, THEREFORE, for and in consideration of the premises and of the purchase to be made by various purchasers of lots in said subdivision subject to said covenants and restrictions, and said **Real-Estate Group of the Southeast, Inc.**, hereinafter called the "**Developer**", does hereby for itself and its successors and assigns, restrict the use, as hereinafter provided, of the various lots as shown on said plat, being hereinafter referred to as "said lots"; and the Developer does hereby place upon said land certain covenants and restrictions to run with the title of said land until the 1st day of March, 2040, on which date said covenants and restrictions shall terminate, as follows:

ARTICLE I
GENERAL PROVISIONS, PROPERTY RIGHTS
AND USE RESTRICTIONS

1. Said lots shall be used for residential purposes only, and no building or other structure at any time situated on any of said lots shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business, manufacturing, commercial or amusement purposes. No duplex residence, garage apartment or apartment houses shall be erected or placed on or allowed to occupy said lots, and no building shall be converted into a duplex residence, or garage apartment. None of said lots shall at any time hereafter be used for the manufacture or sale of intoxicating liquors, or for any illegal purposes. No residence or other building constructed on any of said lots shall be used for the purpose of renting rooms therein or as a boarding house, rest home, hotel, tourist court or motor court.
2. No Structure shall be erected, altered or permitted to remain on any of said lots other than one single family dwelling not to exceed two stories in height, together with the necessary outbuildings thereon. The term "outbuilding" as used hereinabove shall be construed to include only a detached one-story garage not to exceed three cars, to which may be attached a one-story laundry, tool or work room (for non-commercial use) or servants' rooms, a detached children's playhouse, a detached boathouse or pavilion, and like detached outbuildings incident to use of said lot for single family residential purposes.
3. No trade or commercial activity of any type or kind shall be carried on upon said lots nor shall anything be done thereon which may or shall become an annoyance or nuisance to the subdivision. No horses, sheep, cows, goats, swine or poultry or dogs which by barking, howling, or otherwise disturbing the quiet of the subdivision, shall be kept, raised or maintained on said lots. No automobile trailer or tent to be used wholly or partly, permanently or temporarily for residential purposes shall be allowed to occupy said lot, nor shall any structure be erected upon or moved on to said land unless it shall conform to and be in harmony with existing structures and the restrictions herein. Nothing herein shall be construed to prevent the Developer, or its agents, from erecting or maintaining on any part of said lots owned by it such commercial and display signs and such temporary structures as may be reasonable required by it for development and sale purposes.
4. No residence or any part thereof (except the eaves and cornices) shall be erected or placed on any of said lots nearer than 25 feet to the front lot line of any said lot. No residence or any part thereof (except eaves and cornices) and no building or other structure, shall be erected, allowed or placed on said lots so that any part thereof shall project nearer to any adjoining lot than a distance equal to 10 feet at the set back line; provided however, said eaves and cornices may project not more than 3 feet within such 10 feet. If a residence shall be erected on more than one lot, then the side line restrictions herein mentioned shall not apply to the interior side lines of said lots, but only to the extreme side lines of the combined parcels.
5. No residence shall be erected upon or allowed to occupy any of said lots unless the ground floor square foot area of such residence, exclusive of open porches, garages, breezeways or carports shall contain a minimum of sixteen hundred square feet.
6. That the Developer may re-subdivide (by deed or otherwise) or replat any two or more lots shown on said plat in anyway it sees fit so to do, except that no residence shall be erected on any such replatted or re subdivided lot or lots or such fractional part or parts thereof, if such replatted or re-subdivided lot or lots or such fractional part or parts thereof have any area of less than the smallest lot on the plat; and the several covenants, restrictions and reservations herein set forth, in case any of said lots shall be re subdivided or replatted as aforesaid, shall apply to the lots as re subdivided or replatted, but not as originally platted on said plat.

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7. No outbuilding (as defined in paragraph 2) or drives, walks, fences, or walls shall be erected or constructed on any lot on said land prior to the erection or construction of a permanent residence thereon; provided, however, that such outbuilding or drives, walks fences or walls may be erected and constructed on any such lot simultaneously and in conjunction with the erection of a permanent residence thereon.
8. No residence and no outbuilding (as defined in paragraph 2) and no drives, walks, fences or walls shall be erected, placed, altered or allowed on said land until after the plans, specifications and locations of same shall have been approved in writing by the said Developer, provided, however, that if the Developer shall fail to approve or disapprove said plans, specifications and locations within 30 days after written request for such approval, then such approval shall not be required; and provided further, however, that any buildings or other structures erected without the Developer's approval of the plans, specifications and location thereof shall not violate any of the restrictions herein contained and shall conform to and be in harmony with existing structures erected on said land.
9. No fence or wall or outbuilding of any kind shall be erected upon or allowed to occupy any of said lots until the location and the design thereof shall have been approved in writing by said Developer. No fence or wall except masonry wall attached to main structure of house, shall be within 25 feet of any front lot line or within 10 feet of any side street lot line of any of said lots or plots.
10. The Developer shall have the right to plant, trim and remove shrubbery and trees from any roads shown on said plat, to grade such roads and remove surplus earth therefrom; provided, however, that the City of Jacksonville Beach, to which said roads have been dedicated for highway purposes, shall also have the right to do such grading as it may deem necessary for highway and drainage purposes.
11. The Developer reserves for its use and the use of the City of Jacksonville Beach, or any public utility company furnishing utility service to the lot owners, an easement and right-of-way in and to, over and under any and all roads as shown on said plat as easements for the installation, maintenance, and operation of power, water, telephone, gas, lighting, heating, drainage, sewerage, and any and all other public utility purposes and a five (5) foot easement for utilities is reserved on and over the rear and interior side lot line of all lots. Notwithstanding anything herein to the contrary, the easements herein provided shall be perpetual and shall not cease at the expirations of the covenants and restrictions, nor shall the majority of the owners of the lots at any time change or modify said easements; provided, however, that the Developer shall have the unrestricted right and power of alienation of said easements and the unrestricted right and power to release said easements.
12. Said Developer may include in any contract or deed hereafter made, any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
13. Where a building has been erected or the construction thereof substantially advanced and is situated on any lot as platted or on any subdivided or replatted lot or building plot in such manner that the same constitutes a violation or violations of the covenants herein numbered 4 through 9, the Developer shall have the right anytime to release such lot or subdivided lot or building plot or portions thereof, from such part or provisions of the said covenants numbered 4 through 9, as are violated, provided, however, that said Developer shall not release a violation or violations of such covenants numbered 4 through 9, or either of them, except as to violations it determines to be minor and the power to release any such lot or lots from such violation or violations shall be dependent upon a determination by the Developer that the violations or violations for which releases are given, are minor. The Developer shall also have the right at any time to release any lot or lots or parts thereof, as shown on said plat, from said covenants numbers 4 through 9, for the purpose of subdividing or replatting such lot or lots, or such parts thereof; provided, however, that where any such lot or lots, shall be so subdivided or replatted, and the said covenants numbered 4 through 9 and the other covenants, restrictions and reservations therein contained shall apply to such subdivided or replatted lots or building plots as subdivided or replatted.
14. After the said Developer (or its successor as developer of such subdivision) shall have sold all of said land, or after they have executed and recorded in the Public Records of Duval County, Florida, instrument indicating that they, said Developer (or its successor), desires that their herein mentioned privileges, rights and authorities, be thereafter exercised by another entity than, thereafter, whenever, hereunder, the Developer shall have or be given any privilege, right or authority to approve or disapprove plans or locations to release any lot from minor violations of covenants numbered 4 through 9 or to give any consent or approval, or take any action hereunder, and any such privilege, right and authority shall be exercised by said other entity and such other entity shall then have the same powers, right and authority as said Developer has hereunder. Nothing in this paragraph contained shall be construed as conferring any right, power, or privilege to said other entity nor as depriving said Developer of any of the rights, powers or privileges given hereunder until said Developer (or its successor as Developer of such subdivision) shall have sold all of said land or shall have recorded such instrument indicating its desire that such other entity succeed in its respect to such rights, powers or privileges. If said developer shall be succeeded by another in the development of such subdivision, then such transferee, assignee, or successor shall be vested with the several rights, powers and privileges given said Developer by any part of paragraph hereof.
15. No construction of a residence on any lot shall be abandoned for more than 30 days once construction is commenced, without the written consent of the Developer. Only such trees shall be removed from any lot

as are necessary for the purpose of constructing the residence or outbuilding as herein defined on said lot, other trees to be removed only by written consent of the Developer. All residences covered by these covenants and restrictions shall be required to use the water system presently operated by the City of Jacksonville Beach for domestic water supply and each residence shall be required to pay the reasonable charges for the use of said water.

No well of any kind shall be dug or drilled on any one of said lots to provide water for personal or housekeeping use within structures to be built upon said lots, and no water shall be used within such structures to be built upon said lots except water which is obtained from the City of Jacksonville, its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to provide water for use in an air-conditioning system within the structure or for use in the yard or garden of any lot. All sewerage from any building on any of said lots must be disposed through the sewerage lines and disposal plan operated by the City of Jacksonville Beach, or its successors or assigns.

16. An invalidation of any of these restrictions and covenants by judgment or court order shall in no way affect or modify any the other restrictions or covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, REAL-ESTATE GROUP OF THE SOUTHEAST, INC., has caused these presents to be executed in its corporate name by its President and its corporate seal to be affixed hereto and attested by its Secretary at Jacksonville, Duval County, Florida, this 31 day of March, 1995.

REAL-ESTATE GROUP OF THE SOUTHEAST, INC.
A Florida Corporation

By *Alonso S. Walton*
Its President

Signed, sealed and delivered
in our presence:

WITNESS

Kathleen W. Brooks

WITNESS

M. Jordan

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledge before me this 31 day of March, 1995, by *Alonso S. Walton* the President of Real-Estate Group of the Southeast., Inc., a Florida Corporation, on behalf of the Corporation.

Margaret V. Jordan
NOTARY PUBLIC, STATE OF FLORIDA - AT LARGE

MY COMMISSION EXPIRES

MY COMM. EXP.

JUNE 27, 1997

NO. 00 283557

PUBLIC

STATE OF FLORIDA