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FOX HOLLOW SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by CROSS CREEK OF ST. AUGUSTINE, INC., a Florida Corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the following described real property situated, lying and being in St. Johns County, Florida; and

WHEREAS, the following described property is not subject to any covenant or restrictions of record; and

WHEREAS, it is desired by Developer to place covenants and restrictions of record as to each and every of the lots hereafter set forth, and to limit the use for which each and every of said lots is intended to that set forth hereafter.

NOW THEREFORE, the Developer does hereby declare that the following described real property, situate, lying and being in St. Johns County, Florida, to wit:

All Lots of FOX HOLLOW SUBDIVISION, according to Plat thereof recorded in Map Book 20, Pages 74 and 75 in the official records of St. Johns County, Florida,

shall be held, sold and conveyed subject to the following easements, covenants and restrictions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants and restrictions to run with said lots and binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. No building other than one (1) detached single-family dwelling, not to exceed two and one-half (2½) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on the property containing less than 1,200 square feet heated area, plus a minimum of a two-car enclosed garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered a part thereof.

2. No construction of any buildings on the property shall be allowed until all plans and specifications for the exterior of the proposed structure shall be submitted to and approved by the Developer or such agent as may be appointed by Developer. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

3. No fence shall be permitted upon the property which is over six (6') in height. All fences must have prior approval from Developer as to type, location, size or construction.

4. No heavy commercial equipment may be kept on any lot. Boats, campers and recreational vehicles must be parked on the lot in the least conspicuous place from view of street.

5. Household pets must be kept within the owners' lot, so as not to be a nuisance to other property owners.

6. No clotheslines are to be installed in view of street.

7. Developer hereby reserves the right without further consent from any land owner to grant to any public utility company, municipality or other governmental unit, water or sewage company an easement for a right-of-way in all roads and streets on which the land hereby conveyed abuts for all purposes including the right to erect and lay or cause to be erected or laid, maintained, removed or repaired all light and telephone wires, water and gas pipes and conduits, catch basins, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of the Developer or any utility company or governmental authority, be deemed necessary or advisable. Any Purchaser by accepting deed to any lot thereby waive any claim for damages against Developer, its successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

8. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

9. No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on said lot any time as a residence either temporarily or permanently.

10. No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot.

11. No sign of any kind shall be displayed on any lot except the owner's name, number of residence plates, or temporary "For Sale" or "For Rent" signs.

12. Enforcement of this restriction shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall recover their court costs, including reasonable attorneys fees.

13. Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

14. Any failure of the Developer, its successors or assigns to promptly enforce any of the restrictions or covenants contained herein shall not be deemed waiver of the right to do so thereafter.

15. The power to alter, amend or vary these covenants, and restrictions by recorded instrument is specifically reserved unto Developer for a period of two (2) years or until all lots have been sold, whichever is later.

16. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on its behalf by the hand and seal of its president, duly authorized and affixed this 16 day of January, 1987.

Signed, sealed and delivered in the presence of: Cross Creek of St. Augustine, Inc., Florida Corporation

Sammy R. Schmeissner Paul "Buck" Marshall By R.J. Pacetti, President CLERK OF CIRCUIT COURT

STATE OF FLORIDA COUNTY OF ST. JOHNS

I HEREBY ACKNOWLEDGE that the foregoing Declaration of Covenants, Conditions and Restrictions has been executed before me this 16 day of January, 1987, by R.J. PACETTI, President of CROSS CREEK OF ST. AUGUSTINE, INC., for the purpose herein expressed.

PREPARED BY: R.J. Pacetti

Notary Public Seal for N. Jeanne DeGardes, State of Florida, My Commission Expires 03-31-1989