

RESTRICTIVE COVENANTS

d. r. 113 ~~mc~~ 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.

s.s. 113-521

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 December, 1965.

LAKE ASBURY DEVELOPMENT COMPANY

By: [Signature]
Its President

Attest: Henry D. Rogers
Its Secretary

Signed, sealed and delivered
in the presence of:

[Signature]
Winton H. Solman

STATE OF FLORIDA

COUNTY OF ~~DEKALB~~ Clay

I hereby certify that on this 13th day of 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.

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

Winton H. Solman
Notary Public, State of Florida at
Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 1, 1969
Issued by Secretary of State

65-5732
FILE NO.
OFFICIAL RECORDS NO. 113
PAGE 27 RECORD VERIFIED

10:26 AM 13 DEC '65

FILED AND RECORDED IN PUBLIC
RECORDS OF CLAY COUNTY, FLA.

George L. Corbett
CLERK CIRCUIT COURT



RESTRICTIVE COVENANTS
LAKE ASBURY UNIT TWO

C.R. 116 PAGE 306

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 Forty-Two (42) through Fifty-Seven (57), and Lots Seventy-Five (75) through Ninety-Four (94), Lake Asbury Unit Two (2), according to plat thereof recorded in plat book 7, pages 17, 18, 19 and 20, 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 covenants and restrictions are hereby placed upon said property in accordance with all the provisions in paragraphs 1 through 18 inclusive, in the instrument entitled "Restrictive Covenants" filed for record in the office of the Clerk of the Circuit Court of Clay County, Florida, on December 13, 1965, under Clerk's File No. 65-5732, and recorded in Official Records Book 113, pages 518, 519, 520 and 521, of the public records of Clay County, Florida.

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.

Executed at Jacksonville, Florida, this 20th day of January, 1966.

Signed, sealed and delivered in the presence of:

LAKE ASBURY DEVELOPMENT COMPANY

Carol J. Ruckman

By: Thomas D. Ryan, Jr.
Its President

Henry D. Rogers

Attest: Henry D. Rogers
Its Secretary

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this 20th day of January, 1966, 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 executed the foregoing instrument, and they acknowledged before me that they executed the foregoing instrument, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that 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.

66- 483
OFFICIAL
PAGE 306

JAN 24 1966

NOTARY PUBLIC
COUNTY, FLA.

George A. ...



Carol J. Ruckman
Notary Public, State of Florida
at Large
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

BY ... 1966.

RESTRICTIVE COVENANTS

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 Eight (8), Block One (1), Lots One (1) through Eighteen (18), Block Two (2), Lots One (1) through Fourteen (14), Block Three (3), and Lots One (1) through Twenty-five (25), Block Four (4), LAKE ASBURY UNIT Three (3), according to plat thereof recorded in Plat Book 7, Pages 28 and 29, current 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

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 house 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 reasonable 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.

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 23rd day of August, 1966.



LAKE ASBURY DEVELOPMENT COMPANY

By Thomas D. Ryan, Jr.
Its President

Attest Henry D. Rogers
Its secretary

Signed, sealed and delivered in the presence of:

John S. ...
M. Anita ...

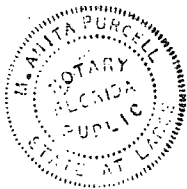
STATE OF FLORIDA
COUNTY OF DUVAL

I hereby certify that on this 23rd day of August, 1966, 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

d. n. 128 PAGE 61

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.



Anita Purcell

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 12/4/66

66- 4459

FILE NO. _____
OFFICIAL RECORDS NO. 128
PAGE 2 RECORD VERIFIED

10:13 A - 2 SEP '66

FILED AND RECORDED IN PUBLIC RECORDS OF CLAY COUNTY, FLA.

George L. Canale

CLERK CIRCUIT COURT

Release of Lot 67 → FOR RELEASE OF THIS MORTGAGE 27/1/67
GENERAL RECORD BOOK 158
DAY OF 67
CLERK

500

C. R. 139 PAGE 502

**RESTRICTIVE COVENANTS FOR
LAKE ASBURY REPLAT NO. 2
LAKE ASBURY UNIT NO. 2-A
LAKE ASBURY UNIT NO. 3A**

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 Fifty-eight (58) through Seventy-four (74), inclusive, LAKE ASBURY REPLAT NO. 2, according to the plat thereof recorded in Plat Book 7, pages 36 and 37, of the public records of Clay County, Florida; and

Lots Thirty-seven (37) through Forty-one (41), inclusive, LAKE ASBURY UNIT NO. 2-A, according to the plat thereof recorded in Plat Book 7, page 38, of the public records of Clay County, Florida, and

Lots Twenty-six (26) through Thirty (30), inclusive, LAKE ASBURY UNIT NO. 3A, according to the plat thereof recorded in Plat Book 7, page 39, 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 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 house 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.

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 25th day of April, 1967.



LAKE ASBURY DEVELOPMENT COMPANY

Thomas D. Ryan, Jr.
Its President

Attest Henry D. Rogers
Its Secretary

Signed, sealed and delivered
in the presence of:

Walter D. Rogers, Jr.
Carolyn A. Pollard

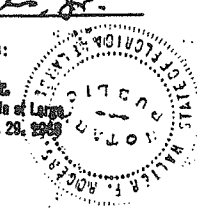
STATE OF FLORIDA :
COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 26th day of April, 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.

Walter F. Rogers, Jr.
Notary Public
My commission expires:

Walter F. Rogers, Jr.
Notary Public, State of Florida at Large
My Commission Expires Dec. 29, 1968



67- 2012
FILE NO. 139
OFFICIAL RECORDS
PAGE 222 INDEXED
MAY 1 1967
RECORDED
George L. Cantile
CLERK CIRCUIT COURT

RELEASE OF RESTRICTION VIOLATION

3
This release made, executed and delivered this 29th day of NOVEMBER, 1967 by and between LAKE ASBURY DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called party of the first part and CHARLES E. SINGLETON and FRANCES M. SINGLETON, his wife, hereinafter called parties of the second part;

W I T N E S S E T H:

WHEREAS, certain restrictive covenants have been recorded in an instrument recorded in Official Records Book 139, page 502, public records of Clay County, Florida, covering the following described property deeded to parties of the second by party of the first part which deed is recorded in Official Records Book 149, page 258 of said public records:

Lot 67, Lake Asbury Unit Replat 2, according to Plat Book 7, page 36, public records of Clay County, Florida, and

WHEREAS, said party of the first part reserved and retained the right to release the property of said paragraph 3 of said restrictive covenants or any part thereof, and

WHEREAS, said parties of the second part are now the owners of the above described lot and have constructed thereon a certain dwelling house and said building is located 8.9 feet from said side lot line resulting in a partial violation of paragraph 3 of said restrictive covenants, and

WHEREAS, parties of the second part has requested the party of the first part to release the said violation.

NOW THEREFORE, in consideration of the sum of Ten Dollars, receipt of which is hereby acknowledged said party of the first part does hereby release, license and declare of no effect the violation of paragraph 3 of said restrictive covenants relating specifically to the above described violation on the above described

lot, hereby releasing and making void to the extent possible the violation of the restrictive covenant described above with respect to the location of the building upon the above described lot.

IN WITNESSETH WHEREOF, the party of the first part has hereunto set their hands and seals the first date written above.

Signed, sealed and delivered in the presence of:

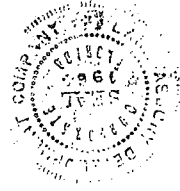
LAKE ASBURY DEVELOPMENT CORPORATION

Vicki A. Dugan
Garbis Lewie

By John H. Rogers
John H. Rogers, Vice President

Attest: Henry D. Rogers
Secretary

(Corporate Seal)



STATE OF FLORIDA)
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this 29th day of NOVEMBER, 1967 personally appeared before me JOHN H. ROGERS and HENRY D. ROGERS, Vice President and Secretary respectively of LAKE ASBURY DEVELOPMENT CORPORATION, to me well known and known to me to be the persons described in and who acknowledged before me that they executed the foregoing instrument for the purposes therein stated 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 seat at Jacksonville, the County and State aforesaid, the day and year above mentioned.

Vicki A. Dugan
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 4, 1971

(Notary Public)



67- 5724
FILE NO.
OFFICIAL RECORDS NO. 157
PAGE 276 RECORD VERIFIED

10:19 AM - 1 DEC '67

CLERK OF CIRCUIT COURT
George L. Canfield

CANCELLATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Lake Asbury Development Company, a corporation organized and existing under the laws of the State of Florida, is the owner of the hereinafter described property, upon which restrictive covenants were imposed by instrument recorded in Official Records Book 116, page 306, of the public records of Clay County, Florida, which instrument also imposed restrictive covenants on other land therein described; and

WHEREAS, by Paragraph 16 of said instrument, the directors of Lake Asbury Development Company expressly reserve the right to cancel any of said restrictions.

NOW THEREFORE, the said Lake Asbury Development Company, a corporation, acting upon the resolution of the directors of the corporation, hereby cancels the said restrictive covenants as to Lots 63, 64, 65 and 66, Lake Asbury Unit Two, according to the plat thereof recorded in Plat Book 7, pages 17 - 20, of the public records of Clay County, Florida.

This instrument shall have no effect upon the validity and continuing effect of the said restrictive covenants as to all the land affected thereby, except the four lots specifically described herein, which have been replatted.

Executed at Jacksonville, Florida, this 5th day of ^{May}~~April~~, 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:

Carol J. Dickson
Carl B. Miller

STATE OF FLORIDA :

COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 5th day of ^{MAY}~~April~~, 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, and that after being duly sworn by me they deposed and said
 that the directors of Lake Asbury Development Company approved a
 resolution cancelling the restrictions previously imposed on Lots 63,
 64, 65 and 66, Lake Asbury Unit Two, at a meeting of such directors
 at Jacksonville, Florida, on MAY 5th, 1967; and
 they acknowledged before me that they executed the foregoing instrument
 for the purposes therein mentioned as the act and deed of said corporation.

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



Carol J. Luckin
 Notary Public
 My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
 MY COMMISSION EXPIRES JUNE 26, 1976
 ISSUED THROUGH FRED W. DIESTELHORST

67-2135

FILE NO. _____
 OFFICIAL RECORDS SECTION 148
 PAGE 74 RECORD VERIFIED

12:30 PM - 9 MAY '67

RECORDED IN THE PUBLIC
 RECORDS OF THE COUNTY OF FLA.

Henry L. Cantile
 CLERK CIRCUIT COURT



RESTRICTIVE COVENANTS FOR
LAKE ASBURY UNIT 2B

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 85-120, inclusive, Lake Asbury Unit 2B, according to plat thereof recorded in Plat Book 7, Pages 42 & 43, 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 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 incidental 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 house 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 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 new dwellings and structures

12
shall be submitted to the plan approval committee in writing within 30 days after the submission of these plans. The committee shall have the approval or 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 the covenant shall be deemed to have been 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 situated 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. No lot or plot itself shall 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 licensees, 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.

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 June, 1967.



LAKE ASBURY DEVELOPMENT COMPANY

By John H. Rogers
Vice President

Attest Henry D. Rogers
Its Secretary

Signed, sealed and delivered in the presence of:

Carolyn Pollard
John A. Rogers, Jr.

STATE OF FLORIDA :
COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 16th day of June, 1967, before me personally appeared THOMAS D. BEAN, JR. and HENRY D. ROGERS, Vice-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.

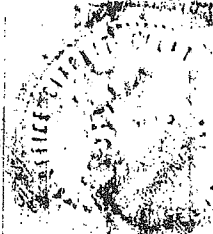
WITNESS my signature and official seal at Jacksonville, the County of Duval, State aforesaid, the day and year above mentioned.



67-2843 Notary Public
Walter F. Rogers

FILE NO. 67-2843
OFFICIAL RECORDS NO. 42
PAGE 49

2:29 PM 22 JUN '67



RECORDED BY
CLERK OF COURT

RELEASE OF RESTRICTION VIOLATION

This release made, executed and delivered this 29th day of NOVEMBER, 1967 by and between LAKE ASBURY DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called party of the first part and CHARLES E. SINGLETON and FRANCES M. SINGLETON, his wife, hereinafter called parties of the second part;

W I T N E S S E T H:

WHEREAS, certain restrictive covenants have been recorded in an instrument recorded in Official Records Book 139, page 502, public records of Clay County, Florida, covering the following described property deeded to parties of the second by party of the first part which deed is recorded in Official Records Book 149, page 258 of said public records:

Lot 67, Lake Asbury Unit Replat 2, according to Plat Book 7, page 36, public records of Clay County, Florida, and

WHEREAS, said party of the first part reserved and retained the right to release the property of said paragraph 3 of said restrictive covenants or any part thereof, and

WHEREAS, said parties of the second part are now the owners of the above described lot and have constructed thereon a certain dwelling house and said building is located 8.9 feet from said side lot line resulting in a partial violation of paragraph 3 of said restrictive covenants, and

WHEREAS, parties of the second part has requested the party of the first part to release the said violation.

NOW THEREFORE, in consideration of the sum of Ten Dollars, receipt of which is hereby acknowledged said party of the first part does hereby release, license and declare of no effect the violation of paragraph 3 of said restrictive covenants relating specifically to the above described violation on the above described

O.R. 150 PAGE 277

lot, hereby releasing and making void to the extent possible the violation of the restrictive covenant described above with respect to the location of the building upon the above described lot.

IN WITNESSETH WHEREOF, the party of the first part has hereunto set their hands and seals the first date written above.

Signed, sealed and delivered in the presence of:

LAKE ASBURY DEVELOPMENT CORPORATION

Vicki A. Suggan
Josephine Lewis

By John H. Rogers
John H. Rogers, Vice President

Attest: Henry D. Rogers
Secretary

(Corporate Seal)



STATE OF FLORIDA)
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this 29th day of NOVEMBER, 1967 personally appeared before me JOHN H. ROGERS and HENRY D. ROGERS, Vice President and Secretary respectively of LAKE ASBURY DEVELOPMENT CORPORATION, to me well known and known to me to be the persons described in and who acknowledged before me that they executed the foregoing instrument for the purposes therein stated 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 seat at Jacksonville, the County and State aforesaid, the day and year above mentioned.

Vicki A. Suggan
Notary Public, State of Florida at Large
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 4, 1971

(Notary Public)



FILE NO. 67-5724
OFFICIAL RECORDS NO. 157
PAGE 276 RECORD VERIFIED

10:19 A - 1 DEC '67

CLERK OF PUBLIC RECORDS OF COUNTY OF FLA.
George L. Canfield
CLERK CIRCUIT COURT

RESTRICTIVE COVENANTS FOR

Block 3, Lake Asbury Unit 6

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 Eighteen (18) inclusive, Block Three (3), LAKE ASBURY UNIT SDX (6), according to the plat thereof recorded in Plat Book 7, Pages 55 - 59, 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 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 pre-fabricated house 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 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.

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 situated 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.

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 19th day of January, 1968.

LAKE ASBURY DEVELOPMENT COMPANY

By John H. Rogers
Its President

Attest Henry D. Rogers
Its Secretary

Signed, sealed and delivered in the presence of:

Carol J. ...
Walter F. Rogers, Jr.

STATE OF FLORIDA ;
COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 19th day of January, 1968 before me personally appeared JOHN H. ROGERS and HENRY D. ROGERS, Vice-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.



FILE NO. 68- 402
OFFICIAL RECORDS NO. 153
PAGE 278 RECORD VERIFIED

2:19 PM 29 JAN '68

RECORDS OF CLERK OF COUNTY FLA.

Henry D. ...

CIRCUIT COURT

Walter F. Rogers, Jr.

Notary Public Walter F. Rogers, Jr.
Notary Public, State of Florida at Large
My commission expires: My Commission Expires Dec. 28, 1968

122

c.c. 153 REG 279

RANCOLETTES

RESTRICTIVE COVENANTS FOR LAKE ASBURY, UNIT 6

Blocks 1 and 2, and LAKE ASBURY UNIT SEVEN

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 Nine (9) inclusive, Block One (1), and Lots One (1) through Fifty One (51) inclusive, Block Two (2), LAKE ASBURY UNIT SIX, according to the plat thereof recorded in plat book 7, pages 55-59 of the public records of Clay County, Florida, and

Lots One (1) through Ten (10), Block One (1), Lots One (1) through Nine (9), Block Two (2), Lots One (1) through Four (4), Block Three (3), Lots One (1) through Eighteen (18), Block Four (4), and Lot One (1), Block Five (5), LAKE ASBURY UNIT SEVEN, according to the plat thereof recorded in plat book 7, pages 60-61 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.

This instrument was prepared by ROGERS, ROGERS & GIBBSLEY Attorneys at Law 1400 Independent Life Building Jacksonville, Florida 32202

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 19th day of January 1968.

LAKE ASBURY DEVELOPMENT COMPANY

By John H. Rogers
Its President

Attest Henry D. Rogers
Its Secretary

Signed, sealed and delivered in the presence of:

Attest D. Rogers, Jr.
Carroll Rucker

STATE OF FLORIDA :
COUNTY OF DUVAL :

O. R. 153 PAGE 282

I HEREBY CERTIFY that on this 19th day of January, 1968
before me personally appeared JOHN H. ROGERS and HENRY D. ROGERS,
Vice-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.



Walter F. Rogers, Jr.

Walter F. Rogers, Jr.
Notary Public, State of Florida at Large
My commission expires: My Commission Expires Dec. 29, 1968

FILE NO. 68- 403
OFFICIAL RECORDS NO. 153
PAGE 279 RECORD VERIFIED

2:20 P 29 JAN '68

FILED AS PUBLIC RECORDS OF THE COUNTY, FLA.

George L. Canfield
CLERK CIRCUIT COURT



RESTRICTIVE COVENANTS FOR

LAKE ASBURY UNIT 8

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 1-21, inclusive, Lake Asbury Unit 8, according to plat thereof recorded in Plat Book 7, Page 70, 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.

(1)

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 house 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 the 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.

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 situated 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.

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 7th day of June, 1968.

LAKE ASBURY DEVELOPMENT COMPANY

By John H. Rogers
Its President

Attest Henry D. Rogers
Its Secretary

Signed, sealed and delivered in the presence of:

John H. Rogers
Henry D. Rogers

STATE OF FLORIDA :
COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 7th day of June, 1968 before me personally appeared THOMAS D. RYAN, JR. and HENRY D. ROGERS, Vice-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.

John H. Rogers
Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 14, 1971

68- 3107

FILED
OFFICIAL SEAL
PAGE 248
SERIALIZED 161

11:49 AM 26 JUN '68

(4)

By George E. Canale
CLERK CIRCUIT COURT



RELEASE OF RESTRICTION VIOLATION

This release made, executed and delivered this 28th day of June, 1968 by and between LAKE ASBURY DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called party of the first part and JOHN L. COGDILL, JR. and JERRY M. COGDILL, his wife, hereinafter called parties of the second part;

W I T N E S S E T H:

WHEREAS, certain restrictive covenants have been recorded in an instrument recorded in Official Records Book 142, page 69, public records of Clay County, Florida, covering the following described property deeded to parties of the second by party of the first part which deed is recorded in Official Records Book 155, page 440 of said public records:

Lot 112, Unit 2-B, Lake Asbury, according to plat thereof recorded in Plat Book 7, pages 42 and 43, public records of Clay County, Florida, and

WHEREAS, said party of the first part reserved and retained the right to release the property of said paragraph 3 of said restrictive covenants or any part thereof, and

WHEREAS, said parties of the second part are now the owners of the above described lot and have constructed thereon a certain dwelling house and said building is located 8.7 feet and 9.2 feet from said side lot line resulting in a partial violation of paragraph 3 of said restrictive covenants, and

WHEREAS, parties of the second part has requested the party of the first part to release the said violation.

NOW THEREFORE, in consideration of the sum of Ten Dollars, receipt of which is hereby acknowledged said party of the first part does hereby release, license and declare of no effect the violation of paragraph 3 of said restrictive covenants relating spe-

cifically to the above described violation on the above described lot, hereby releasing and making void to the extent possible the violation of the restrictive covenant described above with respect to the location of the building upon the above described lot.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals the first date written above.

Signed, sealed and delivered in the presence of:

LAKE ASBURY DEVELOPMENT CORPORATION

[Signature]
[Signature]

By John H. Rogers
John H. Rogers, Vice President

Attest: Henry D. Rogers
Secretary

(Corporate Seal)

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this 28th day of June, 1968 personally appeared before me John H. Rogers and Henry D. Rogers, Vice President and Secretary respectively of LAKE ASBURY DEVELOPMENT CORPORATION, to me well known and known to me to be the persons described in and who acknowledged before me that they executed the foregoing instrument for the purposes therein stated 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.

[Signature]
Notary Public, State of Florida at Large
My commission expires: NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES JUNE

(Notary Seal)

FILED
OFFICIAL
PAGE 484
9:56 AM - JUN 21 '68
CLERK CIRCUIT COURT

MODIFICATION OF RESTRICTIVE COVENANTS
AFFECTING LOTS 9 and 10, BLOCK 3,
LAKE ASBURY UNIT 6

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 land in Clay County, Florida, described as follows:

Lots 9 and 10, Block 3, Lake Asbury Unit 6,
according to plat thereof recorded in Plat Book
7, pages 55 through 59, of the public records of
Clay County, Florida; and

WHEREAS, the Company imposed certain restrictive covenants thereon by instrument recorded in Official Records Book 153, page 275, of the public records of Clay County, Florida; and

WHEREAS paragraph 6 of said restrictive covenants establish an easement for utilities and drainage along the line between the lots herein referred to; and

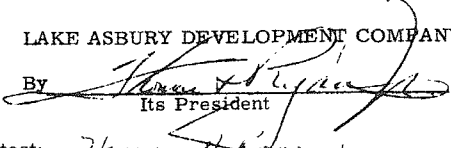
WHEREAS, paragraph 16 of said restrictive covenants provided that the Directors of Lake Asbury Development Company expressly reserve the right to modify said restrictions.

NOW THEREFORE, in consideration of the premises, the said easement between the said Lot 9 and the said Lot 10, is hereby modified so that the same may be used for utilities other than drainage, but shall not be used for any drainage ditch or drainage pipe. In other respects, said restrictive covenants shall remain in full force and effect.

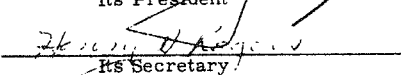
Executed at Jacksonville, Florida, this 12th day of September, 1968.

LAKE ASBURY DEVELOPMENT COMPANY

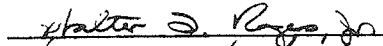
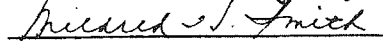
By


Its President

Attest:


Its Secretary

Signed, sealed and delivered
in the presence of:

This instrument was prepared by
ROGERS, ROGERS & GRIMSLEY
Attorneys at Law
1400 Independent Life Building
Jacksonville, Florida 32202

D. R. 165 PAGE 489

STATE OF FLORIDA :
COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 12th day of September, 1968,
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 acknow-
ledged 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.



Walter F. Rogers, Jr.
Notary Public

My commission expires: Walter F. Rogers, Jr.
Notary Public, State of Florida at Large
My Commission Expires Dec. 29, 1968

85- 1631
FILED
OFFICIAL
PAGE 489
10:15 A 10 SEP '68
RECORDED
George E. Condit
CLERK CIRCUIT COURT



504
This Instrument was prepared by
ROGERS, ROGERS & GRIMSLEY
Attorneys at Law
1400 Independent Life Building
Jacksonville, Florida 32202

O. R. 172 PAGE 388

RESTRICTIVE COVENANTS FOR

Lake Asbury Unit 9,
Lake Asbury Unit 11, and
Lake Asbury Unit 13.

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 1 through 50 inclusive, Lake Asbury Unit Nine, according to the plat thereof recorded in Plat Book 8, pages 4 through 6, public records of Clay County, Florida; Lots 1 through 43 inclusive, Lake Asbury Unit 11, according to the plat thereof recorded in Plat Book 8, pages 7 through 10, public records of Clay County, Florida; and Lots 1 through 24, Lake Asbury Unit 13, according to the plat thereof recorded in Plat Book 8, pages 11 and 12, 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 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 South 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 South 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 house 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 South 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 South Lake Asbury more than 15 feet from the established level of South 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 commencement of construction.

12. No building or other structure at any time situated 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 South Lake Asbury or into Lake Asbury.

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

15. Operation of boats on South Lake Asbury may be controlled by Lake Asbury Community Association, Inc.

16. The directors of Lake Asbury Development Company or the directors of Asbury Realty 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.

O.R. 172 ~~391~~

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.

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 22nd day of January, 1969.



LAKE ASBURY DEVELOPMENT COMPANY

By Thomas D. Ryan, Jr.
Its President

Attest Henry D. Rogers
Its Secretary

Signed, sealed and delivered in the presence of:

Jackie Lewis
Carol J. Ruben

STATE OF FLORIDA :
COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 22nd day of January, 1969, 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.

Carol J. Ruben
Notary Public
My commission expires:

59- 488
FILE NO. 172
OFFICIAL RECORDING NO. 172
PAGE 388 VERIFIED

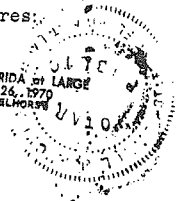
2:38 P 27 JAN '69

RECORDER OF DEEDS, COUNTY, FLA.

George A. Carls

CLEAR CIRCUIT COURT

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 26, 1970
BONDED THROUGH FRED W. DISTELHORST



200

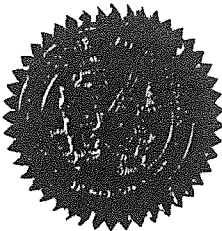
OR 174 3

STATE OF FLORIDA)
) SS
OFFICE SECRETARY OF STATE)

I, TOM ADAMS, Secretary of State of the State of Florida, do hereby certify from the records of this office that an Agreement of Merger and Consolidation of FLEET COMPANY and LAKE ASBURY DEVELOPMENT COMPANY, both Florida corporations merged and consolidated into and under the name of ASBURY REALTY COMPANY, the continuing corporation on January 29, 1969.

I further certify that said corporation has paid all fees and taxes due this office to date; has otherwise fully complied with the corporation laws administered by this office and that its Charter is in full force and effect.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 17th day of February, A. D., 1969.



Tom Adams
SECRETARY OF STATE

OFFICE OF THE
PART 3 174

11:29 AM 20 FEB '69

George H. ...
CLERK CIRCUIT COURT

PLEASE RETURN TO
ROGERS, ROGERS & GRIMSLEY
ATTORNEYS AT LAW
1400 INDEPENDENT LIFE BUILDING
JACKSONVILLE 2, FLORIDA

RANCHETTES

This instrument was prepared by
ROBERT, ROBERTS & GUNDEL
Attorneys at Law
1400 Independent Life Building
Jacksonville, Florida 32202

**RESTRICTIVE COVENANTS FOR
Blocks 2, 3, 4, 5 and 8, Lake Asbury Unit
14 and all lots in Lake Asbury Unit 15.**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASBURY REALTY 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 1-3, Block 2, Lots 1-7, Block 3, Lots 1-7, Block 4, Lots 1-10, Block 5, and Lots 1-12, Block 8, Lake Asbury Unit 14, according to plat thereof recorded in Plat Book 8, Pages 14 and 15.

ALSO Lots 1-33, Lake Asbury Unit 15 according to plat thereof recorded in Plat Book 8, Pages 16 and 17.

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.

Asbury Realty 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 Asbury Realty 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 or South 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 Asbury Realty 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 2nd day of April, 1969.



ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest: Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

Edwin C. Connell
Walter D. Rogers, Jr.

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 2nd day of April, 1969 before me personally appeared HENRY D. ROGERS and CAROL J. RUCKMAN, President and Secretary, respectively of ASBURY REALTY 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.



Walter F. Rogers, Jr.
Notary Public

My Commission expires:

Walter F. Rogers, Jr.
Notary Public, State of Florida at Largo
My Commission Expires Dec. 29, 1972



FILE NO. 34-1727
OFFICIAL RECORDS NO. 176
PAGE 23 OF 23 VERIFIED

10:25 AM - 3 APR '69

PUBLIC RECORDS OF DUVAL COUNTY, FLA.

George E. Cochran
CLERK COUNTY COURT

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

C. R. 181 Page 558

RESTRICTIVE COVENANTS FOR

Lake Asbury Unit 10

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASBURY REALTY COMPANY, a corporation, organized and existing under the laws of the State of Florida, the owner of the herein-after-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 1-38, inclusive, Lake Asbury Unit 10, according to plat thereof recorded in Plat Book 8, page 25, 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.

Asbury Realty 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 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 South 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 South 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 pre-fabricated house 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 South 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 South Lake Asbury more than 15 feet from the established level of South 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 commencement of construction.

12. No building or other structure at any time situated 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 Asbury Realty Company or its licensee and shall pay the charges as may be reasonably established for said systems. No sewage shall be emptied into South Lake Asbury or into Lake Asbury.

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

15. Operation of boats on South Lake Asbury may be controlled by Lake Asbury Community Association, Inc.

16. The directors of Asbury Realty 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.

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 16th day of July 1969.



ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

Arthur D. Rogers Jr.
Elizabeth D. Bellamy

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 16th day of July, 1969, before me personally appeared HENRY D. ROGERS and CAROL J. RUCKMAN, President and Secretary respectively of ASBURY REALTY 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

69- 3776

FILE NO.
OFFICIAL
PAGE 177

181

JUL 17 1969

Elizabeth D. Bellamy
Notary Public



ALL
CLERK CIRCUIT COURT

George H. ...
CLERK CIRCUIT COURT

Notary Public, State of Florida at Jacksonville
My commission expires Mar. 20, 1971

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

RANCHETTES

C. 184 399

RESTRICTIVE COVENANTS FOR

LAKE ASBURY, UNIT 12
(Ranchettes)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASBURY REALTY 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 10-20, inclusive, 33 and 34, Lake Asbury,
Unit 12, according to the plat thereof recorded
in Plat Book 8, pages 27-29, 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.

Asbury Realty 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 Asbury Realty 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 or South 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 Asbury Realty 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.

D. 184 402

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 13th day of August, 1969.

ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest: Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

Orville Lewis
Elizabeth K. Bellamy

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 13 day of August, 1969, before me personally appeared Henry D. Rogers and Carol J. Ruckman, President and Secretary, respectively of Asbury Realty 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.

Jackie A. Lewis
Notary Public
My commission expires:

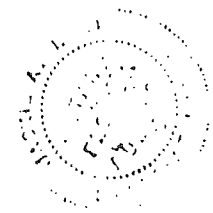
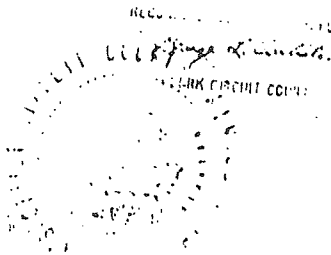
69- 4771

184

REC'D
INDEXED
FEB 3 1969

2:05 PM FEB 11 1969

Notary Public, State of Florida at Large
My Commission Expires Jan 15, 1973
Successor to Commission No. 6, 1969



This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

D. R. 184 P. 403

RESTRICTIVE COVENANTS FOR

Lake Asbury Unit 12
(Waterfront Lots)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASBURY REALTY 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 1-9, inclusive, 21-32, inclusive, and 35-43, inclusive, Lake Asbury, Unit 12, according to the plat thereof recorded in Plat Book 8, pages 27-29, 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.

Asbury Realty 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 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 South 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 South 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 pre-fabricated house 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 South 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 South Lake Asbury more than 15 feet from the established level of South 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 commencement of construction.

12. No building or other structure at any time situated 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 Asbury Realty Company or its licensee and shall pay the charges as may be reasonably established for said systems. No sewage shall be emptied into South Lake Asbury or into Lake Asbury.

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

15. Operation of boats on South Lake Asbury may be controlled by Lake Asbury Community Association, Inc.

16. The directors of Asbury Realty 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.

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 15th day of AUGUST, 1969.

ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

John L. ...
...

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 15th day of August, 1969, before me personally appeared HENRY D. ROGERS and CAROL J. RUCKMAN, President and Secretary respectively of ASBURY REALTY 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.

69-4772

403

184

Carol J. Ruckman
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Jan 15 1973

June 1969
[Faint circular notary seal]

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

RANCHETTES

O.R. 186 PAGE 179

RESTRICTIVE COVENANTS FOR

LAKE ASBURY
UNIT 17

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASBURY REALTY 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 1-34, inclusive, Lake Asbury Unit 17, according to plat thereof recorded in Plat Book 8, pages 30-31, 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.

Asbury Realty 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 Asbury Realty 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 or South 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 Asbury Realty 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.

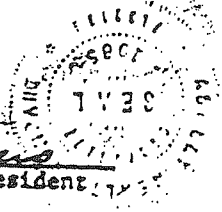
12. The owner reserves the right to incorporate any additional covenants and/or restrictions in any deed, provided the same are not inconsistent with the foregoing covenants and restrictions.

O.R. 186 ~~182~~

Executed at Jacksonville, Florida, this 7th day of October, 1967.

ASBURY REALTY COMPANY

By Henry D. Rogers
Its President



Attest: Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

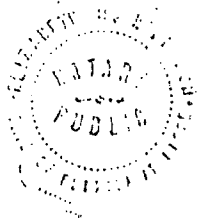
E. Lyndell D. Beal
Jackie Lewis

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 7th day of October, 1967 before me personally appeared Henry D. Rogers and Carol J. Ruckman, President and Secretary, respectively of Asbury Realty 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.

E. Lyndell D. Beal
Notary Public
My commission expires:



Notary Public, State of Florida at Large
My commission expires Mar. 22, 1972

69 5407

179 186
OCT 11 1967
CLERK OF DISTRICT COURT

325/75
7503

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

O. S. 189 REG 405

Warranty Deed

This Warranty Deed Made and executed the 28th day of August, A. D. 1969, by
ASBURY REALTY COMPANY, a Florida corporation, hereinafter called the grantor, to

whose postoffice address is HENRY STREET BUILDING CORPORATION, a corporation
17 Battery Place, Room 701
New York, New York 10004

hereinafter called the grantee:

Witnesses: That the grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Clay County, Florida, described as Lot 10, Block 1; and Lot 1, Block 2, Lake Asbury Unit 7, according to the plat thereof recorded in Plat Book 7, page 60 of the public records of Clay County, Florida, AND Lot 10, Block 5; Lot 1, Block 6; Lot 10, Block 6; Lot 1, Block 7; Lot 2, Block 7; Lot 1, Block 8; LAKE ASBURY, Unit 14, according to the plat thereof recorded in Plat Book 8, page 14, of the public records of Clay County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining,

To Have and to Hold the same in fee simple forever.

The land hereby conveyed is subject to restrictive covenants recorded in Official Records Book 153, page 279, of the public records of Clay County, Florida, including easements as stated therein, and, if applicable, easements shown on said plat, as to the lots in said Lake Asbury Unit 7.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes imposed subsequent to December 31, 1968.

SAID Lot 10, Block 5; and Lot 1, Block 8; Lake Asbury Unit 14, are subject to restrictive covenants recorded in Official Records Book 176, page 73, of the public records of Clay County, Florida, including easements as stated therein, and, if applicable, easements shown on said plat.

RESTRICTIVE COVENANTS as written on the second page hereof are hereby imposed on said Lot 1, Block 6; Lot 10, Block 6; Lot 1, Block 7 and Lot 2, Block 7, Lake Asbury Unit 14.

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of: ASBURY REALTY COMPANY

Carol E. Luckman By John H. Rogers
Jackie Lewis Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John H. Rogers,

well known to me to be the Vice President of ASBURY REALTY COMPANY, a Florida corporation, and that he acknowledged executing the foregoing deed in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of August A. D. 1969.

John H. Rogers
Notary Public
My Commission Expires: _____
Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1973
Issued by American Fidelity & Guaranty Co.

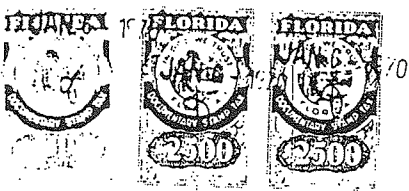
69-6616

Restrictive Covenants for Lot 1, Block 6; Lot 10, Block 6; Lot 1, Block 7; and Lot 2, Block 7, Lake Asbury Unit 14.

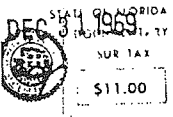
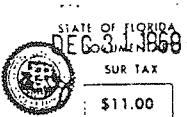
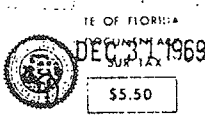
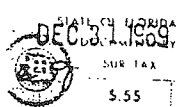
The following covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990:

1. 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 by reason of noise, odors, or otherwise.
2. The exterior of all buildings shall be completed within six months from the date of starting. All buildings shall be erected in a good and workmanlike manner. No ready built structure shall be moved to or permitted to remain on any building plot; but this restriction shall not apply to a prefabricated building actually assembled on the lot or building plot.
3. 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.
4. 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.
5. The directors of Asbury Realty 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.

Please return to Hunter



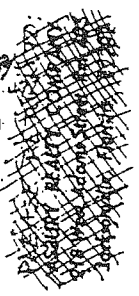
69-6616



OFFICE PAGE 405

3:38 PM 31 DEC '69

RECORDED IN CLAY COUNTY, FLA. *Spurge & Co. Inc.* CLERK COUNTY COURT



This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

RANCHETTES

G. R. 197 PLAT 784

RESTRICTIVE COVENANTS FOR
LAKE ASBURY, UNIT 16

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASBURY REALTY 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 1-23 and 25-51, inclusive, Lake Asbury
Unit 16, according to the plat thereof
recorded in Plat Book 8, pages 47, 48, and 49,
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.

Asbury Realty 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 Asbury Realty 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 or South 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 Asbury Realty 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 29th day of June, 19 70.

ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest: Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

Terri L. Johnson
Stella A. Reynolds



STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 29th day of June, 19 70, before me personally appeared Henry D. Rogers and Carol J. Ruckman, President and Secretary, respectively of Asbury Realty 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.

Elizabeth D. Bellamy
Notary Public
My commission expires:

Notary Public, State of Florida at Large
My commission expires Mar. 28, 1971



70-2985

784

197

O.R. 201 572

MODIFICATION OF RESTRICTIVE COVENANTS
FOR
LAKE ASBURY UNIT 16

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS ASBURY REALTY COMPANY, a corporation organized and existing under the laws of the State of Florida, heretofore imposed restrictive covenants on lots in Lake Asbury Unit 16, according to the plat thereof recorded in Plat Book 8, pages 47, 48 and 49, of the public records of Clay County, Florida, as such covenants are recorded in Official Records Book 197, page 784 of the public records of Clay County, Florida, and

WHEREAS, by paragraph numbered 11 of said restrictive covenants, the directors of Asbury Realty Company reserved the right to modify or to cancel any of said restrictions, and

WHEREAS the directors of Asbury Realty Company have decided to modify said restrictive covenants so as to permit certain lots referred to below to be used for certain business or commercial purposes and to modify or to cancel parts of said restrictive covenants as hereinafter provided,

NOW THEREFORE, Asbury Realty Company hereby modifies said restrictive covenants as follows:

A. Paragraphs numbered 1, 3, 5, 6 and 9 of said restrictive covenants are hereby cancelled with respect to those certain lots in Clay County, Florida, described as follows:

Lots 1 - 28, inclusive, Lake Asbury Unit 16, according to the plat thereof recorded in Plat Book 8, pages 47, 48 and 49, of the public records of Clay County, Florida.

B. The following covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them under January 1, 1990, with respect to the lots described in the foregoing paragraph A:

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 by reason of noise, odors, or otherwise.

C. Except as herein modified, the said restrictive covenants shall continue in full force and effect as to the lots described in the foregoing paragraph A.

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

PLEASE RETURN TO
ROGERS, ROGERS & GRIMSLEY
ATTORNEYS AT LAW
1400 INDEPENDENT LIFE BUILDING
JACKSONVILLE, FLORIDA 32202

D. R. 201 PAGE 573

D. All of said restrictive covenants as recorded in Official Records Book 197, page 784, of the public records of Clay County, Florida, shall continue in full force and effect with respect to lots 29 - 51, inclusive, Lake Astbury Unit 16, according to the plat thereof recorded in Plat Book 8, pages 47, 48, and 49, of the public records of Clay County, Florida.

Executed at Jacksonville, Florida, this 16 day of September, 1970.

ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest: Carol J. Ruckman
Its Secretary



Signed, sealed and delivered in the presence of:

Barbara A. Witt
Elizabeth D. Kellough

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 17th day of September 1970, before me personally appeared Henry D. Rogers and Carol J. Ruckman, President and Secretary, respectively of Asbury Realty 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 as duly authorized by the directors of said corporation.

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

Elizabeth D. Kellough
Notary Public
My commission expires:

Notary Public, State of Florida at Large
My commission expires Mar. 29, 1971

70- 4591

FILE NO. _____
OFFICIAL RECORDS NO. 201
PAGE 573 RECORD VERIFIED

10:30 A 25 SEP '70

CLERK OF PUBLIC RECORDS OF CLAY COUNTY, FLA.

George L. Carole
CLERK CIRCUIT COURT



MODIFICATION OF RESTRICTIVE COVENANTS

FOR

LAKE ASBURY UNIT 7

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS LAKE ASBURY DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Florida, heretofore imposed restrictive covenants on lots in Lake Asbury Unit 7, according to the plat thereof recorded in Plat Book 7, pages 60-61, of the public records of Clay County, Florida, as such covenants are recorded in Official Records Book 153, page 279 of the public records of Clay County, Florida, and

WHEREAS, by paragraph numbered 11 of said restrictive covenants, the directors of Lake Asbury Development Company and their successors in office reserved the right to modify or to cancel any of said restrictions, and

WHEREAS Asbury Realty Company is the successor of Lake Asbury Development Company by virtue of a Merger Agreement filed with the Office of the Secretary of State, State of Florida, on January 29, 1969, and

WHEREAS the directors of Asbury Realty Company have decided to modify said restrictive covenants so as to permit certain lots referred to below to be used for certain business or commercial purposes and to modify or to cancel parts of said restrictive covenants as hereinafter provided,

NOW THEREFORE, Asbury Realty Company hereby modifies said restrictive covenants as follows:

A. Paragraphs numbered 1, 3, 5, 6 and 9 of said restrictive covenants are hereby cancelled with respect to those certain lots in Clay County, Florida, described as follows:

Lots 1 - 10, Block 1, and Lots 1 - 9, Block 2, inclusive, Lake Asbury Unit 7, according to the plat thereof recorded in Plat Book 7, pages 60-61, of the public records of Clay County, Florida.

B. The following covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, with respect to the lots described in the foregoing paragraph A:

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 by reason of noise, odors, or otherwise.

PLEASE RETURN TO
ROGERS, ROGERS & GRIMSLEY
ATTORNEYS AT LAW
1400 INDEPENDENT LIFE BUILDING
JACKSONVILLE 2, FLORIDA

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

C. Except as herein modified, the said restrictive covenants shall continue in full force and effect as to the lots described in the foregoing paragraph A.

D. All of said restrictive covenants as recorded in Official Records Book 153, page 279, of the public records of Clay County, Florida, shall continue in full force and effect with respect to the lots described therein except the lots described in paragraph A above.

Executed at Jacksonville, Florida, this 26 day of October, 1970.

ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest: Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

Jackie Lewis
Barbara Allen



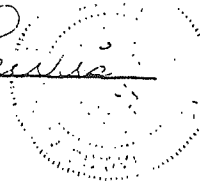
STATE OF FLORIDA :
COUNTY OF DUVAL :

I HEREBY CERTIFY that on this 26 day of October, 1970, before me personally appeared Henry D. Rogers and Carol J. Ruckman, President and Secretary, respectively of Asbury Realty 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 as duly authorized by the directors of said corporation.

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

Jackie Lewis
Notary Public

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1973
Sponsored by American Fire & Casualty Co.



FILED
OFFICIAL
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9:50 AM - NOV 70

George R. ...

1844 1970

PLEASE RETURN TO
ROGERS, ROGERS & GRIMSLEY
ATTORNEYS AT LAW
1400 INDEPENDENT LIFE BUILDING
JACKSONVILLE 2, FLORIDA

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

MODIFICATION OF RESTRICTIVE COVENANTS
FOR
LAKE ASBURY UNIT 2

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS LAKE ASBURY DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Florida, heretofore imposed restrictive covenants on lots in Lake Asbury Unit 2, according to the plat thereof recorded in Plat Book 7, pages 17, 18, 19 and 20, of the public records of Clay County, Florida, as such covenants are recorded in Official Records Book 116, page 306, of the public records of Clay County, Florida, which said restrictive covenants incorporated by reference paragraphs 1 through 18 inclusive, in the instrument entitled "Restrictive Covenants" filed for record in the office of the Clerk of the Circuit Court of Clay County, Florida, on December 13, 1965, under Clerk's File No. 65-5732, and recorded in Official Records Book 113, pages 518, 519, 520 and 521, of the public records of Clay County, Florida, and

WHEREAS, by paragraph numbered 16 of said restrictive covenants, the directors of Lake Asbury Development Company and their successors in office reserved the right to modify or to cancel any of said restrictions, and

WHEREAS Asbury Realty Company is the successor of Lake Asbury Development Company by virtue of a Merger Agreement filed with the Office of the Secretary of State, State of Florida, on January 29, 1969, and

WHEREAS the directors of Asbury Realty Company have decided to modify said restrictive covenants as hereinafter provided,

NOW THEREFORE, Asbury Realty Company hereby modifies paragraph 6 of said restrictive covenants as follows:

The easement for utilities and drainage between Lot 47 and Lot 48, Lake Asbury Unit 2, according to the plat thereof recorded in Plat Book 7, pages 17, 18, 19 and 20, of the public records of Clay County, Florida, is hereby cancelled.

Executed at Jacksonville, Florida, this 25th day of OCTOBER, 1970.

ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest: Carol J. Kuch
Its Secretary

Signed, sealed and delivered
in the presence of:

Jackie Lewis
Esthera Smith



PLEASE RETURN TO
ROGERS, ROGERS & GRIMSLEY
ATTORNEYS AT LAW
1400 INDEPENDENT LIFE BUILDING
JACKSONVILLE 2, FLORIDA

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 26 day of October 1970, before me personally appeared Henry D. Rogers and Carol J. Ruckman, President and Secretary, respectively of Asbury Realty 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 as duly authorized by the directors of said corporation.

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

Jackie Lewis

Notary Public
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1973
Issued by American Notary & Country Co.



70- 5325

OFFICIAL
PAGE 157
203
VERIFIED

9:51 AM - 6 NOV '70

Notary Public, State of Florida

George L. Condit

Notary Public, State of Florida

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

O. N. 208 PAGE 556

RESTRICTIVE COVENANTS FOR

Lake Asbury Unit 18

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ASBURY REALTY COMPANY, a corporation, organized and existing under the laws of the State of Florida, the owner of the herein-after 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 1-31, inclusive, Lake Asbury Unit 18, according to the plat thereof recorded in Plat Book 9, pages 2 and 3, of the public records of Clay County, Florida.

PLEASE RETURN TO
ROGERS, ROGERS & GRIMSLEY
ATTORNEYS AT LAW
1400 INDEPENDENT LIFE BUILDING
JACKSONVILLE, 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.

Asbury Realty 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 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 Ryan 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 Ryan, 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 pre-fabricated house 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 even numbered lot and the next larger numbered (odd numbered) lot, for utilities and drainage. Such easement will be inapplicable when the same person owns both lots affected. An easement twenty-five feet wide from the established level of Lake Ryan 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 has been established by Lake Asbury Community Association, Inc., a non-profit Florida corporation. 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 Ryan more than 15 feet from the established level of Lake Ryan 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 commencement of construction.

12. No building or other structure at any time situated 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 Asbury Realty Company or its licensee and shall pay the charges as may be reasonably established for said systems. No sewage shall be emptied into Lake Ryan or into Lake Asbury.

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

15. Operation of boats on Lake Ryan may be controlled by Lake Asbury Community Association, Inc.

16. The directors of Asbury Realty 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.

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 5th day of March, 1971.



ASBURY REALTY COMPANY

By Henry D. Rogers
Its President

Attest Carol J. Ruckman
Its Secretary

Signed, sealed and delivered in the presence of:

Elizabeth D. Kellough
Arthur D. Rogers, Jr.

71- 1177

FILE NO. 208
OFFICIAL RECORDS
PAGE 559 RECORDED & VERIFIED

MAR 11 1971

CLAY COUNTY PUBLIC RECORDS

Henry D. Kellough

NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this 5th day of March, 1971, before me personally appeared HENRY D. ROGERS and CAROL J. RUCKMAN, President and Secretary respectively of ASBURY REALTY 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.



Elizabeth D. Kellough
Notary Public

My commission expires Mar. 29, 1971

MODIFICATION OF RESTRICTIVE COVENANTS
FOR LOT 48, LAKE ASBURY UNIT 2

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS LAKE ASBURY DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Florida, heretofore imposed restrictive covenants on lots in Lake Asbury Unit 2, according to the plat thereof recorded in Plat Book 7, pages 17, 18, 19 and 20, of the public records of Clay County, Florida, as such covenants are recorded in Official Records Book 116, page 306, of the public records of Clay County, Florida, which said restrictive covenants incorporated by reference paragraphs 1 through 18 inclusive, in the instrument entitled "Restrictive Covenants" filed for record in the office of the Clerk of the Circuit Court of Clay County, Florida, on December 13, 1965, under Clerk's File No. 65-5732, and recorded in Official Records Book 113, pages 518, 519, 520 and 521, of the public records of Clay County, Florida, and

WHEREAS, by paragraph numbered 16 of said restrictive covenants, the directors of Lake Asbury Development Company and their successors in office reserved the right to modify or to cancel any of said restrictions, and

WHEREAS Asbury Realty Company is the successor of Lake Asbury Development Company by virtue of a Merger Agreement filed with the Office of the Secretary of State, State of Florida, on January 29, 1969, and

WHEREAS the directors of Asbury Realty Company have decided to modify said restrictive covenants as hereinafter provided,

NOW THEREFORE, Asbury Realty Company hereby modifies paragraph 7 of said restrictive covenants to permit the construction of a dwelling on Lot 48 in said Lake Asbury Unit 2, except a triangular portion thereof along the line between the said Lot 48 and the adjacent Lot 49, which triangle runs from a point on Candler Court at the Northeast corner of said Lot 48, and widens along the Easterly line of said Lot 48 to a 10 foot line along Lake Asbury. For the purpose of said restrictive covenants, the remaining portion of the said Lot 48 shall be treated as a platted lot.

EXECUTED at Jacksonville, Florida, this 24 day of July, 1974.

ASBURY REALTY COMPANY

By Thomas D. Ryan, Jr., Vice President

Signed, sealed and delivered in the presence of:

Kathleen O. Forsell
Barbara D. Ginn

STATE OF FLORIDA:
COUNTY OF DUVAL:

I HEREBY CERTIFY that on this 24 day of July, 1974, before me personally appeared THOMAS D. RYAN, JR., Vice President of Asbury Realty Company, a corporation under the laws of the State of Florida, to me known to be the person described in and who

PLEASE RETURN TO
ROGERS, ROGERS & GRIMSLEY
ATTORNEYS AT LAW
1400 INDEPENDENT LIFE BUILDING
JACKSONVILLE 2, FLORIDA

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

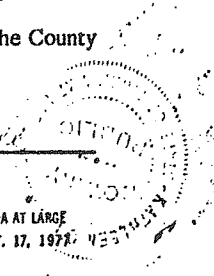
acknowledged before me that he executed the foregoing instrument for the uses and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation as duly authorized by the directors of said corporation.

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

Ralph D. Turvell

Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 17, 1977



74-7198
FILE NO. 74-7198
OFFICIAL RECORDS NO. 310
PAGE 2 OF 2 RECORD VERIFIED

JUL 30 10 36 AM '74

FILED & RECORDED IN PUBLIC
RECORDS OF CLAY COUNTY, FLA.
Sergeant C. Beale
CLERK CIRCUIT COURT



5293
Netting
605

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

RETURN TO:
ADAMS & ADAMS
314 Duval Federal Bldg.
Jacksonville, Florida 32202

V. N. 330 PAGE 239

WAIVER OF VIOLATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

602
WHEREAS, Lake Asbury Development Company, a corporation organized and existing under the laws of the State of Florida, imposed certain Restrictive Covenants recorded in O. R. Book 113, pg. 518, public records of Clay County, affecting Lot 6, Lake Asbury Replat No. 1, according to plat thereof recorded in Plat Book 7, pg. 35, of the public records of Clay County, Florida, imposed on said lot by Deed recorded in O. R. Book 205, pg. 168, public records of Clay County, Florida, paragraph 3 of which covenants provided that no structure shall be located nearer than 10 feet to any side 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; and

WHEREAS, a one-story brick masonry residence with attached carport has been constructed on said lot so that the carport extends within 17.1 feet of Circuit Rider Road, and

WHEREAS, Asbury Realty Company, a Florida corporation, is the successor to Lake Asbury Development Company by virtue of a corporate merger, and

WHEREAS, the Directors of Asbury Realty Company have determined that said restriction violation is a minor violation, which has been approved by action of the Lake Asbury Community Association, and thereafter a majority of the Directors of Asbury Realty Company have waived such violation,

NOW, THEREFORE, in accordance with paragraph 16 of said Restrictive Covenants, Asbury Realty Company, in consideration of One Dollar (\$1.00) paid by Grady Wainwright, receipt of which is hereby acknowledged, hereby waives the specific violation of said restrictions as herein described.