

**RIVER POINT / MONUMENT LANDING
COMMUNITY ASSOCIATION INC.
PO Box 350124 - Jacksonville, FL 32235-0124**

**DECLARATIONS
OF
COVENANTS
CONDITIONS
EASEMENTS
AND
RESTRICTIONS
OF
"MONUMENT LANDING" UNITS**

FEBRUARY 1997

DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS OF
MONUMENT LANDING

OFFICIAL RECORDS

THIS DECLARATION, made as of 28, October, 1991, by Monument Landing Partnership (the "Developer") whose address is 3901 Monument Road, Jacksonville, Florida:

W I T N E S S E T H:

WHEREAS, Developer is the owner of those lands described as MONUMENT LANDING, according to plat as recorded in Plat Book 47, Pages 10, 10A and 10B, of the current public records of Duval County, Florida, and

WHEREAS, Developer intends to develop said lands into a residential community and desires to protect and enhance the value of such property by establishing certain standards and restrictions subject to which certain portions thereof shall be used and conveyed; and

WHEREAS, Developer desires that said standards and restrictions upon the lands shall run with the title to said lands;

NOW, THEREFORE, Developer hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with title to the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the grantee of any deed to any part of the Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, easements and restrictions;

SECTION 1 - DEFINITIONS

As used in the Declaration, the terms below shall have the following meanings:

A. "Property" shall mean those lands described as "Monument Landing".

B. "Architectural Committee" means a committee composed of three or more Owners, appointed by the Board of the Associates to exercise the functions delegated to it by the Board in connection with review and approval of architectural plans for improvements on the Lots.

C. "Association" means the River Point Community Association, Inc., a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors, defined hereinafter.

D. "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

E. "Developer" means Monument Landing Partnership, its successors, assigns, nominees and designees.

F. "Dwelling Unit" means any improved property located within the Property and intended for use as a housing unit. A parcel of land shall be deemed unimproved until all improvements being constructed thereon are substantially complete.

G. "Lot or Lots" means any numbered lot on the property as indicated on the plat recorded in the current Public Records of Duval County, Florida. Each lot is designated by a number. There are 28 Lots in the unit.

Record and Return to: W. T. Coppedge, III
3901 Monument Road
Jacksonville, Florida 32225

H. "Owner" means the record owner of fee simple title to a lot.

I. "Plat" means the plat of Monument Landing, recorded in the Public Records of Duval County, Florida, as the same may be amended from time to time. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any of such property is platted, the term "Plat" shall also refer to the plat of such additional property.

J. "Roadways" means those portions of the Property designated on the Plat as streets or roadways together with any real property which may hereafter be platted as Roadways and designated a "private street" or any real property which may be described in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and shall be subject to the terms and provisions of this Declaration.

K. "Entrance" means that area designated on the plat at Entry to Monument Landing.

SECTION 2 - CONSTRUCTION REQUIREMENTS

A. Residential Purposes. Each Lot shall be used exclusively for single-family residential purposes only, and no structure shall be erected on any such Lot other than one single-family residence, and appurtenant buildings. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No building or part thereof on any Lot shall be rented separately from the rental of an entire Dwelling Unit.

B. Approval of All Plans and Specifications. In order to insure the development of the Property as a community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Developer reserves the exclusive power and discretion to control and approve all improvements placed on any Lot (including but not limited to those items described in Section 3 herein) until more than 50% of the Lots have dwelling units thereon. Thereafter, said control and approval shall be held by the Association. No paved area, fence, wall, shrubbery, building or any other structure or thing shall be placed or maintained upon any Lot, nor shall any exterior addition, change (including change in exterior colors) or alteration be made to existing improvements thereon until detailed plans and specifications of the same, prepared by a duly licensed architect, engineer, landscape architect or other similarly qualified professional, are submitted to and approved in writing by the Developer or Association as to harmony of external design, compliance with the terms of this Declaration and location in relation to surrounding structures and topography. The Developer or Association shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or desirable or do not comply with this Declaration.

Prior to review of the proposed improvements, the Developer or Association may require submission of all or any of the following documents, as are applicable to the proposed improvements:

(i) Site plan showing all property lines, setbacks, easements, existing trees having a diameter of six (6) inches or more, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the Lot:

(ii) Floor plan or plans:

(iii) Elevations of all sides of the contemplated structure:

OFFICIAL RECORDS

(iv) A summary specification list of proposed materials and samples or photographs, or pictures of exterior materials and colors which cannot be adequately described:

(v) Landscaping plans:

(vi) Such additional information and materials which, in the opinion of the Association, may reasonably be required for its review.

The Association may delegate to the Architectural Committee all rights of approval granted to the Association pursuant to this Section.

C. Single family Residences: Maximum Height: Minimum Square Footage. No residence or other permitted structure located on a Lot shall be in excess of two and one half stories in height, or shall contain less than 1,250 square feet of heated and air-conditioned enclosed living space.

D. Setback Lines. Except where setback lines are otherwise shown on the Plat, the following setback lines are hereby established for buildings, structures, additions or accessories located on and Lot: (i) 20 feet from the front lot line (the Lot line adjacent or nearest to the Roadway furnishing access to such Lot) except that for corner Lots, one front setback may be 10 feet; (ii) 10 feet from the rear lot line, and (iii) 7.5 feet from the interior side Lot line of such Lot.

E. Lots. Dwelling units constructed on Lots 2, 3, 4, 5, 6, 7 and 8 Block 3 shall be constructed facing Running River Road.

SECTION 3 - GENERAL RESTRICTIONS

A. Nuisances. No noxious or offensive activities shall be carried on upon any portion of the Property; nor shall anything be done thereon which is or may become a nuisance or annoyance to any resident of the Unit.

B. Detached Structures and Objects. None of the following buildings, structures or objects shall be placed on any Lot unless obscured from view from any Roadway; Pens, yards and houses for pets, hothouses, greenhouses above ground storage of construction materials, wood, coal, oil and other fuels, clothe racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants quarters, quest houses, garbage and trash cans and receptacles, above ground exterior air conditioning, heating and other mechanical equipment and any other structures or objects determined by the Association to be of an unsightly nature or appearance.

C. Temporary, Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during actual construction of the permitted permanent improvements, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot.

D. Grading. No Lot or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property, without the prior written consent of the Association.

E. Trash. Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Dwelling Unit or Lot.

F. No Window Air Conditions. No window air conditioner unit shall be installed in any building.

G. Fences, Hedges and Walls. Hedges, fences or walls may not be built or maintained on any portion of any Lot except within the rear of interior side lot lines and no closer to the front of the Lot than the rear lines of the main residence, nor closer to a side street than the line of the main residence abutting such side street, when the residence is situated on a corner Lot. The location, composition and height of any fence, wall or hedge on the Property shall be subject to the approval of the Developer or Association, which may grant or withhold such approval at its discretion. No fence or wall shall be erected nor hedge maintained on any part of the Property which is higher than six feet from the normal surface of the ground. No chain link fences will be allowed on any Lot.

H. Antennas. No exterior radio or television aerial or antenna or any other exterior electronic or electric device of any kind shall be installed on any Lot until the Association shall have approved the location, size and design thereof and the necessity thereof. Such approval may be for a limited period of time or until the occurrence of an event specified in such approval.

I. Mail Boxes. There shall be no mail boxes or newspaper boxes or receptacles unless approved thereof is given by the Developer or Association as to the location, size, and design of such boxes and receptacles.

J. Signs. A sign denoting the street address of the residence, located and designed in accordance with approved standards, shall be required on each dwelling unit. In addition, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Developer or Association with regard to size, shape, design, color and location of such sign. No other signs of any kind shall be displayed to the public view on any Lot, however, that nothing herein shall be construed to restrict in any manner the Developer of its agents from placing sign advertising on the Property or any portion thereof.

K. Parking, Storage, Repairs. No vehicles or boats (including but not limited to boat trailers, travel trailers, camp trailers and motor homes) or any similar property shall be kept on any part of the Property except such areas as may be specifically reserved and designated for such use, or stored on any Lot except within a garage or an enclosed screened area and except that private passenger automobiles of the occupant of a Dwelling unit and except that other vehicles may be parked in such driveway or parking area during the time necessary for delivery and pickup service and solely for the purpose of such service. No repairing or overhauling of any vehicle is allowed on any part of a Dwelling Unit, a Lot, or any Roadway.

L. Maintenance by Owners. Each owner shall maintain his parcel whether improved or unimproved, in good condition at all times, but no Owner shall cut any living tree having a trunk diameter greater than six (6) inches without the prior written approval of the Developer or Association. No trash, garbage, rubbish, debris or refuse or unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the Property, unless stored as provided herein.

M. Animals. Not more than two (2) domesticated dogs, cats or birds may be kept in any Dwelling Unit or on any Lot, provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and are not permitted to run free. No other animals, livestock or poultry of any kind shall be kept on any Lot or other portion of the Property. If the Developer or Association, in its sole discretion, determines that any pet is dangerous or an annoyance to the other residents of the Property, or is destructive of wildlife or property, that pet may not thereafter be kept on the Property and shall promptly be removed by the Owner.

OFFICIAL RECORDS

Re-subdividing; Re-platting; Access Restrictions.

Without the prior written approval of the Association, no Lot shall be re-subdivided or re-platted. In the event of such approved re-platting or re-subdividing, all of the provisions of the Declaration shall apply to the portion of the Property so re-subdivided or re-platted and no such re-subdividing or re-platting shall affect any easement shown on the Plat or reserved in this Declaration except easements reserved along the side lot lines, as provided in Section 4D, shall only apply to the re-subdivided or unplatted Lot. The Association shall have the right to approve the use of one or more contiguous Lots, all or part of any Lot, all of one Lot and part of a contiguous Lot or Lots, or any combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site.

SECTION 4 - UTILITY SERVICES

A. Water and Sewer The City of Jacksonville or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be constructed on any Lot to provide potable water for use thereon, and no potable water shall be used except potable water which is obtained from the City of Jacksonville, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for air-conditioning, irrigation or the filling of swimming pools. All sewage from any improvement on the Property must be disposed of through the sewage lines and disposal plant owned or controlled by the City of Jacksonville, or its successors or assigns.

B. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties, companies or agencies approved by the Developer or Association and each owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

C. Utility Lines Underground. Unless the Developer or Association expressly consents in writing, all telephone, electric and other utility lines on the Property shall be located underground so as not to be visible.

D. Easements. The Developer, for itself and its successors and assigns, hereby reserves perpetual, alienable easement, privileges and rights for the installation, maintenance, transmission and use of wires, conduits, mains, utility, cable and lines, drainage ditches and facilities on, under and across the Roadways as well as a strip 15 feet in width around the perimeter of all lakes and waterways, a strip 10 feet in width along the front Lot line of each Lot, a strip 10 feet in width along the rear Lot lines for drainage purposes and for use of electric, telephone, cable TV, sewage, water and other public and private utilities. Additional easements may be reserved or granted by the Developer at any time prior to the time any Lot affected by such easements is conveyed by the Developer to a third party. Within the easement areas, no structure or other improvement or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owners shall bear the risk or loss of any such structure, improvement or landscaping. Notwithstanding, such restrictions, all easement areas, areas within any setback line, all all improvements there, shall be maintained continuously by the Owner. All utility lines serving one Lot only from the point where such line connects to the main line shall be maintained by the Owner of that Lot.