

Vol 6358 11189

OFFICIAL RECORDS

COVENANTS AND RESTRICTIONS

FOR

RIDGEFIELD, UNIT 2

PREPARED BY:
WILLIAM J. JOOS, Esquire
201 EAST ADAMS STREET
JACKSONVILLE, FLORIDA 32202

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS JDN CONSTRUCTION, INC. a Florida corporation, is the Owner and Developer of all the hereinafter identified and restricted lots or plots of land (hereinafter called lots), being all the lots shown on the plat of RIDGEFIELD, UNIT 2, according to plat thereof, recorded in Plat Book 43, pages 27 and 27A, of the current public records of Duval County, Florida, and is desirous of placing certain covenants and restrictions upon the use of all of the lots shown on said plat, and is desirous that said Covenants and Restrictions shall run with the title to the said lots hereby restricted;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the said JDN Construction, Inc., a Florida corporation, hereinafter called the "Developer", does hereby for itself and its successors and assigns restrict the use, as hereinafter provided, of all of the lots shown on said plat of Ridgefield, Unit 2, all of such lots being hereinafter referred to as "said land", and the developer does hereby place upon said land certain covenants and restrictions to run with the title, and grantee of any deed conveying any of said land, as shown on the plat, shall be deemed by acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as follows:

1. Said lots shall be used for residential purposes exclusively.

2. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any lot or subdivided lot other than one single family dwelling. No dwelling on said land shall exceed two stories in height. There may be attached to or incorporated in any such dwelling a garage or carport for not to exceed three cars, quarters for domestic servants, laundry room, tool or work shop and hothouse or greenhouse, or either or any of the same, all of which shall be intended and used only as incident to the use of the dwelling for single family residential purposes, and shall not exceed two stories in height. All garages and carports on said land shall be attached to or incorporated in a dwelling and no detached garage or carport shall be erected, altered or permitted to remain on any said land. No tool shed, storage building or any type of out building shall be allowed unless attached to the main structure of the house and built of like materials.

3. No building or other structure, or any part thereof, whether such part of porch, veranda or otherwise, which projects more than three feet above the surface of said land shall be allowed or maintained on any part of said land which lies between any street or road whereon said land abuts and the building restriction line set back from such street or road. Fencing on inside and corner lots shall be allowed for rear and side yards only, as long as side yards comply with zoning and city requirements. Fencing for side yards common to side streets shall not be allowed to extend beyond the rear corner of said single family residences. No chain link or wire fencing shall be allowed. Fencing for rear yards shall not exceed six feet in

height. No building of any kind, or any part of such building whether such part be a porch, veranda or otherwise, shall be erected, allowed or placed on any of said land so that any part thereof shall project more than three feet above the surface of said land nearer than seven and one-half feet to any interior lot line without written consent as provided in the next sentence hereof; provided, however, that the eaves and cornices or any such building may project not more than three feet within such restriction. The consent necessary for violation of the seven and one-half foot restriction provided in the sentence next previous shall be the written consent of the owner of the adjoining lot or parcel of land if the adjoining lot or land is part of the lots platted on said plat, and if the adjoining land is not part of the lots platted on said plat such consent must be obtained from the developer. In no event shall any building or any part thereof be erected, placed or allowed to remain on, over, under or any part of said land designated on said plat as the location of an easement or affected by the easements reserved hereinafter.

4. If any one residence and the detached buildings incident thereto (if any are hereby permitted) are erected on more than one lot or on a building plot composed of parts or more than one lot, the side line restrictions contained in paragraph 3 hereof shall apply only to the extreme side lines of the two or more lots or the building plot occupied by such residence and detached buildings. This provision shall not permit the erection of a building or other structure on an area affected by an easement shown on said plat, unless approved by the developer or his assign, as provided for in paragraph 12 hereof.

5. No noxious or offensive trade or activity shall be carried on said land nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood. No horses, sheep, cows, goats, swine, pigeons or poultry shall be kept, raised or maintained on said land and not more than five rabbits and not more than four birds may be kept or allowed on any one lot or building plot on said land. No exterior clothes drying shall be permitted except behind a fenced area. No automobile trailer or tent to be used or which can be used wholly or partly, permanently or temporarily, for residential purposes shall be allowed to occupy said land, nor shall any structure be erected upon or moved onto said land unless it shall conform to and be in harmony with existing structures and the restrictions herein. Except during the times necessary for pick-up and delivery service and for the purpose of such service, no tractor truck trailer shall be parked on or allowed to occupy any of said land or the streets adjacent thereto. Recreational vehicle and boat parking for interior lots shall be limited to an area behind the rear of a line running from the rear corner setback of a building, parallel with the front lot line, to the side lot line, or on a corner lot behind a line running from the rear corner setback of a building, extending to the rear lot line parallel to the side street to the lot line.

6. No dwelling house shall be erected, placed or allowed to remain on any lot contained in Ridgefield, Unit 2 unless the square foot area of such dwelling, exclusive of open or screened porches, garages, carports, hothouse, or greenhouse attached to or incorporated in such dwelling house, shall be not less than 1,400 square feet AC/Heated area and with not less than 800 square feet in the ground floor area of a residence or more than one-story.

7. No drives, walks, fences or walls, if same be permitted hereby, shall be erected or constructed on any lot or building plot on said land prior to the erection of construction of a permanent residence thereon, provided that any such drives,

walks, fences or detached buildings or structures may be erected and constructed on any such lot or building plot simultaneously and in conjunction with erection of a permanent residence thereon.

8. For the purpose of further insuring the development of the land as a residential area of the highest quality and standards, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each residential lot in the manner and to the extent set forth herein.

(a) No residence shall be commenced, placed, erected, or allowed to remain on any said lot until building plans for the main building residence and specifications covering same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on said lot and approximate square footage, construction schedule and such other information as the Developer shall require, including if so required, plans for the grading and landscaping of said lot showing any changes proposed to be made in the elevation or surface contours of the land have been submitted to and approved by the Developer in writing. For the main building residence, the Developer shall have the right to review building plans and specifications to insure compliance with all covenants and restrictions herein provided. In addition, the Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the land or contiguous lands. In passing upon such building and specifications and lot grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction and of the materials of which it is proposed workmanship and materials proposed to be used as the Developer shall specify or require. In the event that the Developer fails to act on any such request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such request which violates any of the covenants and restrictions herein contained.

(b) In order that all improvements on each said lot containing an existing residence shall present an attractive and pleasing appearance from all side of view, no other building, fence, wall, driveway, swimming pool or other object, structure or improvements, regardless of size and purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any said lot, nor shall any additions to or exterior change or alteration thereto be made unless and until building plans and specifications covering same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on said lot and approximate square footage, construction schedule, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved by the Developer in writing. Developer shall act thereon in a reasonable time. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the land or contiguous lands. In passing upon such building plans and

specifications and lot grading and landscaping, the Developer may take into consideration the suitability and desirability of proposed construction and of the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used as the Developer shall specify or require. Minimum landscaping requirement of all home builders in Ridgefield, Unit 2 shall require that those areas deemed front yard (that area forward of actual front outside corners of the building to side lot lines, to back of curb at street) will be fully sodded. Rear and side yards shall be seeded.

9. Said land shall not be subdivided or sold or leased in parcels except as provided in this paragraph. The Developer may subdivide (by deed or otherwise) or replat any lot or lots, or any part thereof, in any way it sees fit so to do, except that no residence shall be erected on any such replatted or resubdivided lot or lots or fractional part or parts thereof if such replatted or resubdivided lot or lots or fractional part or parts thereof have an area of less than 7,500 square feet or a width at the front building restriction (setback) line of less than 60 feet. The several covenants, restrictions and reservations herein set forth, in case any of said lots shall be subdivided or replatted as aforesaid, shall apply to the lots as subdivided or replatted, but not as originally platted on said plat.

10. Where a building has been erected or the construction thereof substantially advanced and the same is located on any lot or building plot in such manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Developer shall have the right at any time to release such lot or building plot, or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Developer shall not release a violation except one it determines to be a minor violation.

11. No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, water material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land or road rights of way. Provided that Developer or builders, with Developer approval, may burn clearing and building debris as needed. No radio or television aerial or antenna or satellite dish nor any other exterior electronic equipment or device of any kind shall be installed or maintained on the exterior of any structure located on a residential lot, or on any portion of any residential lot occupied by a building or other structure unless and until the location, size and design thereof have been approved by the Developer.

12. If the Developer shall transfer or assign the development of such subdivision or if it shall be succeeded by another in the development of such subdivision, then such transferee, assignee or successor shall be vested with the several rights, powers, privileges or authorities given said developer by any part or paragraph hereof; the foregoing provision of this paragraph 12 shall be automatic, but the developer may execute such instrument as it shall desire to evidence the vesting of the several rights, powers, privileges, and authorities in such transferee, assignee, or successor. In

addition and in the event the developer contemplates or is in the process of dissolution, merger, or consolidation, the developer may transfer and assign to such person, firm or corporation as it shall select any and all rights, powers, privileges and authorities given the developer by any part or paragraph hereof, whether or not the developer shall be succeeded in the development of such subdivision. In the event that at any time hereafter there shall be no person, firm or corporation entitled to exercise said rights, powers, privileges and authorities those rights, powers, privileges and authorities shall be vested in and exercised by a committee to be elected or appointed by owners of a majority of the lots of same rights, powers, privileges and authorities as are given to the developer by any part or paragraph contained hereinabove; nothing herein shall be construed as conferring any rights, powers, privileges and authorities in said committee except in the event aforesaid.

13. The said Developer hereby reserves unto itself a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, drainage lines or ditches, sewers, water mains and other suitable equipment for drainage purposes or for the conveyance and use of electricity, telephone, gas, water or other public conveniences or utilities, on, in or over all the easements and rights of way shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in or over a five-foot wide strip along all interior lot lines of each lot shown on said plat.

14. In addition to easements reserved or dedicated, as might appear on the recorded plats, an easement for utilities is herewith reserved over the rear 5 feet of each lot in said subdivisions, and privilege is further reserved to serve all utility connections to the houses in said subdivision. Said reservations shall inure to the benefit, not only of the present fee owner, but also to its assigns and/or successors.

15. The term "utility company" as used in these covenants and restrictions shall mean any public or private company or entity operating and maintaining a water and/or sewer distribution system serving the lots in said subdivision.

16. All properties shall be served by the water and/or sewage systems and be subject to the charges as stipulated in the agreements or trust deed of record. The obligations to pay such charges shall be a covenant running with the land; provided, however, that such charges shall not be a lien on said property provided with water and/or sewage service.

17. All sewage from any building on said property must be disposed of through the sewerage lines and disposal plant owned or controlled by the utility company. The central water supply system being provided by Jacksonville Suburban Utilities, its successors or assigns, for service to the residential lands, shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building lot, and each property owner, at his expense, shall connect his water lines to the water distribution main provided to serve that owner's building lot and shall pay water meter charges established or approved by the appropriate regulatory authority. After such connection, each property owner shall pay when due, the periodic charges or rates for furnishing of water made by the supplier thereof. No individual water supply system, or well, shall be permitted on any building plot except solely to supply water for use on the building plot for air

-conditioning, heating and irrigation purposes, swimming pools, or other exterior use. Any well permitted shall not be connected or cross-connected to the central water supply system. No wells may be drilled or maintained on any building plot except in the rear yard.

18. If the owner or subsequent owner or their successors or assigns, shall violate or attempt to violate any of the covenants contained in Paragraphs 15, 16, and 17, it shall be lawful for the Grantors or the utility company to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such aforementioned covenants, and either to prevent him or them from so doing by injunction relief or to recover damages or other dues for such violation.

19. Lots One Seventeen (117) through One Twenty-Seven (127), inclusive, of Ridgefield, Unit 2 are contiguous to the traverse line shown on said plat. No building upon, filling or dredging of any portion of said lots or property north and west of said traverse line or within the retention pond or land preservation area of a part of lots One-Seventeen (117) through One Twenty-Seven (127), of said Ridgefield, Unit 2 as shown on said plat shall be permitted without the written approval of the Department of Environmental Regulations of the State of Florida and of all other requisite local, state, and federal governmental agencies. In addition, no building upon, filling or dredging of any portion of said lots or property waterward of the wetland line agreed upon with the St. Johns Water Management District lying easterly of the rear B.R.L. showing on lots 117 through 127 inclusive of said plat of Ridgefield, Unit 2 will be allowed without the prior written approval of the St. Johns Water Management District.

20. The covenants and restrictions numbered 1 through 18, as amended and added to from time to time as provided herein unless released as herein provided, shall be covenants and restrictions running with the title to the land and shall remain in full force and effect until the first date of January, A.D., 2021, and thereafter, covenants and restrictions shall be automatically extended for successive 25 year periods of 25 years each, unless within six months prior to the first day of January, A.D., 2021, or within six months preceding the end of any successive 25 year period as the case may be, a written agreement executed by the then owners of a majority of the lots shown on the plat shall be placed on record in the Office of the Clerk of the Circuit Court of Jacksonville, Duval County, Florida, in which agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph. The covenants and restrictions and easements numbered 19, shall be perpetual, unless released or modified by the governmental agency or agencies in whose favor they run.

21. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, or any person, or persons, owning any lot to institute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions for the purpose of preventing, or enjoining, all, or any such violations or attempted violations. The remedies contained in this

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paragraph shall be construed as cumulative, of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same hereafter as to the same breach or violation occurring prior to or subsequent thereto. Lot owners found in violation of the restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more, or any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, JDN CONSTRUCTION, INC., a Florida Corporation, has caused this instrument to be executed by their officers this 18th day of January, 1987.

ATTEST:

JDN CONSTRUCTION, INC.

A Florida Corporation

By: Lawrence D. Nichols
Its PresidentSTATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared Lawrence D. Nichols, to me well known to be the President of JDN CONSTRUCTION, INC., a Florida corporation, under the laws of the State of Florida, to me well known to be the individual described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his own free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and official seal this 18th day of January, 1987, at Jacksonville, Duval County, Florida.

P. Patton A. Blinn
NOTARY PUBLIC, STATE AT LARGE

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CLERK OF DISTRICT COURT