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FOXHILL ESTATES, INC.,
a Florida corporation

TO WHOM IT MAY CONCERN

DECLARATION OF RESTRICTIONS

WHEREAS, FOXHILL ESTATES, INC., a Florida corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Subdivider," is the owner of the following-described real property, situate, lying, and being in St. Johns County, Florida; and

WHEREAS, the following-described real property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to the below-described property located in St. Johns County.

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

A parcel of land in the Antonio Cenovas Grant, Section 48, Township 7 South, Range 28 East, St. Johns County, Florida, said parcel of land being bounded on the North by the South Right-of-Way line of the 100 foot wide Right-of-Way of State Road No. 207, bounded on the South by the North Right-of-Way line of the 100 foot wide Florida Power and Light Company easement as described in Official Records 288, pages 136 and 137 of the Public Records of St. Johns County, Florida, bounded on the East by the West Right-of-Way line of the 80 foot wide county road as described in Official Records 82, pages 125 and 126 of the Public Records of St. Johns County, Florida and bounded on the West by the center of the run of a natural drainage creek, said creek being the Westerly boundary of the approximately 315 acres being described in Official Records 165, page 534 of the Public Records of St. Johns County, Florida, said parcel of land being described contains 32.5 acres, more or less.

is hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease hereafter made, and one of the express conditions

JOHN MICHAEL TRAYNOR, ESQUIRE

THIS INSTRUMENT WAS PREPARED BY
MILLER, SHINE & TRAYNOR, P.A.
SUITE 812 ATLANTIC BANK BLDG.
ST. AUGUSTINE, FLORIDA 32084

FILE TO PROPERTY NOT EXAMINED OR APPROVED
LAW OFFICES OF
MILLER, SHINE & TRAYNOR, P.A.

thereof; and that said restrictions and limitations are intended to be, and shall be, taken as covenants to run with the land and are as follows, to-wit:

1. The above-described tract shall be divided into lots no less than one-half (½) acre.
2. Skirting shall be required on all mobile homes located within the above-described tract.
3. No building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (except watermeters and other underground utility facilities and equipment and except walks, drives, and parking area, the location and design of which have been approved by the Developer) or any part of any of the same, shall be erected, placed or allowed in the area of any building plot lying between the front building restriction line and the access way or ways on which the building plot abuts, except that with the prior written consent of FOXHILL ESTATES, INC. herein and after referred to as the Developer, and subject to the conditions and requirements of any such consent a hedge, fence or wall may be erected, placed and allowed in such area.
4. No building, detached outbuilding, utility yard, hedge, fence, wall, or any type or kind of permanent structure, or any part of any of the same, shall be erected, placed or allowed in the area of any building plot lying between the rear building restriction line and the rear or back line of the building plot except that there may be erected, placed and allowed in the area between the rear building restriction line and the rear or back line of the building plot a hedge, fence, wall, outdoor fireplace, barbecue pit, tennis court, shuffleboard court, swimming pool installation, greenhouse, hothouse, tool storage building, or any similar structure (not including a residence) which does not extend more than five feet above the surface of the ground and which conforms with and does not violate other provisions hereof and all or any part of a utility yard, (including structures or objects therein) which conforms with and does not violate other provisions hereof.

5. No part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (except drives and walks) which is located in the area of any building plot bounded by the front and rear building restriction lines and the interior side lines or line of the building plot shall be erected, placed or allowed nearer than ten feet to any interior side line of the building plot except that within the area bounded as above set forth all or any part of a utility yard (including structures or objects therein), hedge, fence, or wall which does not extend more than five feet above the surface of the ground and which conforms with and does not violate other provisions hereof may be erected, placed and allowed nearer than ten feet to any interior side line of the building plot; provided, however, that no such utility yard, hedge, fence or wall shall be erected, placed or allowed nearer than three feet to any interior side line without the prior consent of the Developer.

6. No wheeled vehicles of any kind and no boats may be kept or parked on the building plot unless same are completely inside a garage or carport attached to the main residence except that private automobiles of the occupants bearing no commercial signs may be parked in the driveway or parking area on the building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening and with, but only with, the prior written consent of the Developer may be parked overnight in such driveway or parking area and except that private automobiles of guests of the occupants may be parked in such driveways or parking area and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery services and solely for the purpose of such services. No wheeled vehicle or boat which by reason of its size would not be substantially obscured from view from the outside of a utility yard shall be kept or parked in any such yard.

7. Unless the prior approval of the Developer has been obtained, no window air-conditioning units shall be installed in any side of a building which faces an access way.

8. No picnic area and no detached outbuilding shall be erected or permitted to remain on any building plot prior to the start of construction of a permanent residence thereon.

9. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed four square feet in size, shall not extend more than four feet above the surface of the ground, shall be fastened only in a stake in the ground and shall be limited to one sign to a building plot. The Developer may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

10. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwelling, model Mobile Homes and other structures as the Developer may deem advisable for development purposes.

11. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guinea shall be kept, permitted, raised or maintained on any building plot on said land. No other animals, birds or fowl shall be kept, permitted, raised or maintained on any such building plot except as permitted in this paragraph. Not more than two dogs, not more than two cats, not more than four birds and not more than four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial, breeding or other use or purpose, except that if any of such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or any annoyance, or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times and all other permitted animals or birds shall be leashed or otherwise under control whenever not within the building plot of the owner of such permitted animal or bird.

12. No illegal, noxious or offensive activity shall be permitted or carried on 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, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any lands or lands contiguous thereto. No fire for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said land.

IN WITNESS WHEREOF, the Developer, FOXHILL ESTATES, INC., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereto affixed all as of the 11th day of April, 1983.

FOXHILL ESTATES, INC.

By Randall C. Dix, Sr.
Randall C. Dix, Sr., Its President

ATTEST:

By William H. Dix
Secretary

William H. Dix

William H. Dix
As to President and Secretary of
Foxhill Estates, Inc.



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STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of April, 1952, by RANDALL C. DIX, SR., President of FOXHILL ESTATES, INC., a Florida corporation, on behalf of the corporation.

Ernest H. Williams
Notary Public, State of Florida, at Large

My commission expires:

NOTARY PUBLIC, State of Florida
My Commission Expires Jan. 3, 1955

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of April, 1952, by IRA M. DIX, Secretary of FOXHILL ESTATES, INC., a Florida corporation, on behalf of the corporation.

Ernest H. Williams
Notary Public, State of Florida, at Large

My commission expires:

NOTARY PUBLIC, State of Florida
My Commission Expires Jan. 3, 1955

FILED AND RECORDED IN
FOR THE RECORDS OF
ST. JOHNS COUNTY, FLA.

1952 APR 12 PM 1:48

Paul "Bud" Hurd
CLERK OF COUNTY COURT

83 12511

FOXHILL ESTATES UNIT ONE
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Foxhill Estates Inc., a Florida corporation, hereinafter called the "Developer" is the record owner in fee simple absolute of certain real property located in St. Johns County, Florida, and more particularly described in the "Schedule of Legal Description" which is attached hereto as Exhibit "A" and made a part hereof, as all the land shown on the plat of Foxhill Estates, Unit One according to the plat thereof recorded in map book 15 at pages 67 & 68 of the current public records of St. Johns County, Florida, (hereinafter referred to as "said plat") and subject to the following covenants and restrictions which shall run with the title to the land herewith restricted:

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all the lands included in said plat of Foxhill Estates, Unit One all of the land included in said plat being hereinafter sometimes referred to as "said lands", and does hereby place upon said land the following covenants and restrictions to run with the title to said land and the grantees of any deed or other instrument conveying any lot or plots, parcels or tracts shown on said plat or any parts or portions thereof shall be deemed by the 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. The term "lots" as used herein shall refer to the numbered lots in the numbered blocks as shown on said plat. The lots shown on said plat and any tract or part thereof hereafter conveyed by the Developer for use as a building plot shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any lot or building plot on said land other than one single family residence. No building at any time situate on any lot or building plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purpose, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon except such signs as are permitted elsewhere in these covenants and restrictions. No building situate on any lot or building plot shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any lot or building plot and no building on any lot or building plot at any time shall be converted into a duplex residence, garage apartment or apartment house.

2. A building plot shall refer to all or parts of a platted lot or lots or to a tract or portion of a tract which is conveyed by the Developer for use as a building plot and may consist of one or more contiguous platted lots, all or part of one platted lot, all of one platted lot and part of a contiguous platted lot or lots, or any other combination of contiguous

THIS INSTRUMENT WAS PREPARED BY
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 P.O. BOX 16314
 JACKSONVILLE, FLORIDA 32216

parts of platted lots or all or any part of any of such tracts or any combination of lots or tracts or contiguous parts thereof which form an integral unit of land suitable for use as a residential building site. Nothing contained in these covenants and restrictions shall prevent the Developer from erecting or maintaining such commercial and display signs and such temporary dwelling, model Mobile Homes and other structures as the Developer may deem advisable for development purposes.

3. (a) Access ways, buffer strip tracts, and easements shall remain privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said Parcels. The Developer reserves and shall have the unrestricted and absolute rights to deny ingress to any person who, in the opinion of the Developer, may create or participate in a disturbance or nuisance on any part of the land included in any of said residential development known as Foxhill Estates, Unit One.

(b) The Developer shall have the right, but no obligation from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic or vehicles which in the sole opinion of the Developer (1) would or might result in damage to said access ways to pavement or other improvements thereon or (2) would or might create safety hazards or result in a disturbance or nuisance on the access ways or on any part of said land, and the right, but no obligation to control and permit or prohibit parking on all or any part of said access ways. No motorcycles, motorbikes, motorscooters, motorcarts, powered midget cars or other motorized passenger vehicles except passenger automobiles, may be operated on any of the access ways or on any part of said land.

(c) The Developer shall have the right, but no obligation to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural, or artificial, placed or located on any building plot, if the location of the same will, in the sole judgement and opinion of the Developer, obstruct the vision of a motorist upon any of the access ways.

(d) In the event and to the extent that the access ways or easements referred to in this paragraph 3 shall be dedicated to or otherwise acquired by the public, the preceding provisions of this paragraph 3 thereafter shall be of no further force or effect.

4. (a) Construction of Mobile home shall be as follows:

1. Location of slab must be approved by developer before construction.
2. 2" x 4" minimum sidewalls
3. All roof design and roofing materials including fiberglass must be approved by the developer.
4. 3/4" plywood floors
5. 12" eaves front and rear ends
6. Brick skirting around the entire exterior of said homes
7. All homes must be new and shipped directly from the factory.
8. All siding must be approved by the Developer
9. Carports and other structures must be approved by the Developer.
10. Towing gear including all wheels and axles must be removed from the home as well as the property.

(b) Each mobile home must have carport including a utility room providing for washer and dryer connection. No

clothes racks or clotheslines allowed outside of residence. All exterior air conditioning and heating equipment, garbage and trash cans or objects must be located on the premises as determined by the developer not to be of any unsightly nature or appearance.

5. Residents of Foxhill Estates Unit One, an exclusive adult mobile home community, must be at least 18 years of age. Children under 18 are allowed to visit their parents or grandparents for a period of 15 days. After which time Residents must report to the developer or security and make other arrangements. Residents having children must vacate the premises within a reasonable time not exceeding six months.

6. For the purpose of further insuring the development of said land as a residential area of highest quality and standards and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each building plot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, onsite sewage and water facilities, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. The Developer shall have the 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 said land or contiguous lands. In this connection the Developer shall have the right to require that the outside of fences, wall or utility yards be appropriately landscaped. In passing upon such building plans and specifications and lot grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein and the effect and appearance of such constructions as viewed from neighboring properties.

7. A plate showing the number of the residence shall be placed on each building plot on which a building is located and at the option of the property owner a name plate showing the name of the owner may also be placed on such building plot. However, the size, location, design and type of material for each such plate shall be first approved by the Developer.

8. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each building plot

shall be concealed and located underground in the streets and on the property so as not to be visible. Electrical service is provided by Florida Power and Light Co. through underground primary service lines running to the electric meter to be installed on each building plot.

9. When the construction of any home is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.

10. No radio or television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building plot or on any portion of any building plot not occupied by a residence unless and until the location, size, and design thereof shall have been approved by the Developer.

11. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part thereof. Garbage, trash and rubbish shall be removed from the building plots only by services or agencies approved in writing by the Developer. After the erection of any building on any building plot, the owner shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept until removed from the building plot. Such garbage containers shall be kept at all times, at the option of the building plot owner, either within a utility yard or within underground garbage receptacles located on the building plot or on the abutting access way at such location as shall be approved by the Developer. Any such underground garbage receptacles shall be constructed so that garbage containers will not be visible.

12. No mailbox or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each building plot owner, on the request of the Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

13. No owner of a building plot shall plant or place any shrubbery, hedge, trees or other plantings on any part of said land lying outside the owner's building plot. No living tree having a diameter greater than five inches, breast high, may be cut on any of said land without first obtaining the written consent of the Developer, except such trees as shall be growing within twenty feet of the residence and attached utility yard to be erected on the building plot.

14. The owner of each improved building plot shall keep such plot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply with the preceding sentence of this paragraph 14, the Developer shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable thing or object therefrom, and to do any other thing and perform and furnish any labor necessary or desirable in its judgement to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which

expense shall be payable by such owner to the Developer on demand.

15. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and approved by the Developer. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall be built within each building plot.

16. If and when public (or private) central water and/or central sewage treatment plant and collection systems are provided, each owner of a lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that owner's lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established and approved by Foxhill Estates Improvement Association Inc. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operation thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

17. Section 1. (a) Each building plot in Foxhill Estates, Unit One, hereby is subjected to an annual maintenance assessment as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the calendar year. Commencing January 1, 1984 and on the same day of each year thereafter, each building plot owner in Foxhill Estates Unit One, shall pay to the Foxhill Estates Improvement Association in St. Augustine, Florida, or at such other place as shall be designated by said Association, in advance, the annual maintenance assessment assessed against such owner's building plot as fixed by said Association, and such payments shall be used by said Association to create and continue maintenance funds to be used as hereinafter set forth. Such annual maintenance assessments shall become delinquent if not paid by March 1 of the calendar year for which assessed and bear interest at the rate of eight per cent per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by said Association as the needs of the property subject thereto in the judgement of said Association may require.

(b) Such annual maintenance assessment shall consist of an "annual basic charge" and, if so determined by the Association, an "annual additional charge", as follows:

(1) Each building plot, improved or unimproved shall be assessed and the owner thereof shall pay an "annual basic charge". Such "annual basic charge" shall be assessed against such building plots proportionately to their respective square foot areas, but in no event shall such "annual basic charge" exceed one-fifth of one cent per square foot of area per year;

(2) In addition to the "annual basic charge" and whether or not the maximum amount of "annual basic charge" has been assessed, each improved building plot if so determined by the Association, shall be assessed and the owner thereof shall pay an "annual additional charge" in such amount as the

Association shall fix. Such "annual additional charge", if so fixed and assessed, shall be uniform in dollar amount between all improved building plots in Foxhill Estates, Unit One. However, if any such "annual additional charge" with respect to any single improved building plot, shall exceed a maximum of 15 mills on the dollar of the full assessed value (unreduced by any homestead or other exemption) of such improved building plot and the improvements constructed thereon (exclusive of personal property) as fixed by the assessor for ad valorem real estate taxation by the County of St. Johns, Florida, for the calendar year covered by such "annual additional charge", the building plot owner shall be entitled to a refund of such excess providing written application therefor is filed with the Association at its office on or before December 31, of such year.

(c) The term "improved building plot" as used in this paragraph 17 means a building plot on which construction of a residential building has been substantially completed on January 1 of the calendar year for which the applicable annual maintenance assessment shall be fixed and assessed whether or not the building be occupied. Occupancy of all or any part of any such residential building on or preceding January 1 shall be conclusive evidence of substantial completion of such building as of said date.

SECTION 2. (a) The Association annually shall fix and assess against the building plot, and the building plot owners in Foxhill Estates, Unit One, shall pay, as part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgement of said Association, to enable said Association:

(1) To make payment of all ad valorem taxes assessed against any of the access ways, buffer strip tracts and easements, as shown on said plat and to make payment of all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to said Association, and to make payment of any other taxes, including income taxes, payable by said Association.

(2) To pay all annual current expenses required for the reasonable repair and maintenance of the access ways, including the paved portions thereof; and

(3) To provide a deposit to a reserve fund (hereafter called paving reserve fund) which, with future annual deposits thereto, will be sufficient in the judgement of said Association to cover the cost of anticipated future periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways which are part of the land included in the plat of Foxhill Estates, Unit One. The funds deposited to the paving reserve fund of Foxhill Estates, Unit One shall not be used for any purpose other than the periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways which are part of the land included in the plat of Foxhill Estates Unit One, and repair and maintenance of such access ways incidental to such major construction and reconstruction.

(b) The Association by assessing and collecting annual maintenance assessments shall thereby obligate itself to make the payments and deposits referred to in section 2(a) above. In fixing the minimum rate or amount of assessment referred to in Section 2(a) above, the Association may take into account any maintenance or construction work on the access ways assumed or to be performed by any public body.

SECTION 3. The maintenance funds provided by the annual maintenance assessment, to the extent not required for the purposes as set forth in Section 2 of this paragraph 17, may be used for the following but only for the following purposes:

- (1) Payment of operating expenses of said Association;
- (2) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and cost of controlling and regulating traffic on the access ways;
- (3) Maintenance, improvement and operation of drainage easements and systems;
- (4) Maintenance, improvement and beautification of parks, lakes, ponds, buffer strips and tracts;
- (5) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by said Association;
- (6) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Association;
- (7) Providing fire protection but only when and to the extent specifically authorized by said Association;
- (8) Doing any other thing necessary or desirable, in the judgement of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire health or safety hazards or which, in the judgement of said Association, may be of general benefit to the owners or occupants of lands included in the subdivision;
- (9) Doing any other thing agreed to by the Association and by the persons then owning 75 per cent or more of the improved building plots then located in Foxhill Estates Unit One;
- (10) Repayment of Funds and interest thereon borrowed by the Association and used for any of the purposes referred to in this Section 3 or in Section 2 above;

SECTION 4. (a) Except as otherwise provided in this paragraph 17, it shall not be necessary for said Association to allocate or apportion the maintenance funds or expenditures therefrom between the various purposes specified in this paragraph 17 and the judgement of said Association in the expenditure of the maintenance funds shall be final. Said Association in its discretion may hold the maintenance funds invested or uninvested and may reserve such portions of the maintenance funds as the Association determines advisable for expenditures in years following the year for which the annual maintenance assessment was assessed.

(b) Each annual maintenance assessment and interest thereon shall constitute a debt from the owner or owners of the property against or with respect to which the same shall be assessed, payable to said Association on demand, and shall be secured by a lien upon such property and all improvements thereon. Said lien shall attach annually as hereinafter provided and shall be enforceable by said Association in a court of competent jurisdiction. In the event said Association shall institute proceedings to collect or enforce such assessment

or the lien therefor said Association shall be entitled to recover from the owner or owners of such property all cost, including reasonable attorney's fees, incurred in and about such proceedings and all such cost shall be secured by such lien.

(c) Each such annual lien, as between said Association on the one hand and the owner and owners of such property and any grantee of such owner and owners on the other hand, shall attach to the property and improvements against which such annual maintenance assessment shall be assessed and fixed as of January 1 of the year for which such annual maintenance assessment shall be assessed, said date of January 1 being the attachment date of each such annual lien. However, regardless of the preceding sentence of this paragraph, each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering said property and improvement if but only if such mortgage was recorded in the public records of St. Johns County, Florida prior to the attachment date of such lien. The foreclosure of any such first mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the annual maintenance assessment liens thereafter assessed hereunder with respect to such property and improvements. Upon request said Association shall furnish any owner or mortgagee a certificate showing the unpaid maintenance assessments, if any against any property and the year or years for which any such unpaid maintenance assessments were assessed and fixed.

SECTION 5. The Developer may hereafter plat or develop additional subdivisions of lands contiguous to or nearby Foxhill Estates, Unit One, and the Developer reserves and has the right to subject the lands in any and all such additional subdivisions and the purchasers of building plots therein to annual maintenance assessment for similar objects and purposes and on substantially the same terms and conditions as those which are set forth herein in this paragraph 17 except that the commencement date for annual maintenance assessments applicable to such additional subdivisions may be such date (either on, before, or after January 1, 1984) as the Developer shall specify in the recorded restrictions or other instrument applicable to each such additional subdivision.

SECTION 6. The Developer may hereafter plat additional subdivisions as to which it may desire to subject the lands platted to annual maintenance assessments substantially different as to the object, purpose or terms and conditions (other than commencement date) from those provided in this paragraph 17 and to grant to the Association, rights, powers, duties and obligations with respect to such substantially different maintenance assessments and the Developer reserves and shall have the right so to do.

SECTION 7. The 15-mill maximum amount of the "annual additional charge" provided for in Section 1(b) of this paragraph may be increased by the Association from time to time with the consent of the persons then owning 75 per cent or more of the improved building plots then located in Foxhill Estates, Unit One.

SECTION 8. The Developer shall have the sole and exclusive right at any time and from time to time to withdraw from the Foxhill Estates Improvement Association, Inc. all of the rights, powers, privileges and authorities granted said corporation as contained in this paragraph 17, and to transfer and assign all

of such rights, powers, privileges and authorities to, and to withdraw the same from such other person, firm, corporation, trust or other entity as the Developer may select. In the event of such transfer and assignment, all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by the Developer to be held for the purposes specified in this paragraph 17 and such transferee, or assignee, by accepting such funds, shall assume all obligations of the Association hereunder.

18. Whenever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer in any way liable for any damages on account thereof.

19. Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. In the event the Developer fails to act on any such written request within 60 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 written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained.

20. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to and to withdraw from, such person, firm, corporation, trust or other entity as it shall select, any or all right, power privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions or under the provisions of said plat. If at any time hereafter there shall be no person, firm, corporation, trust or other entity entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the building plots shown on said plat. Nothing herein contained, however, shall be construed as conferring any right, powers, privileges, authorities or reservations in said committee except in the event aforesaid. None of the provisions of this paragraph 20 shall apply to or affect the provisions of paragraph 17 hereof.

21. The Developer reserves and shall have the sole right: (a) to amend these covenants and restrictions other than those contained in paragraph 17, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the

foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgement, determines such violation to be a minor or insubstantial violation.

22. In addition to the rights of the Developer provided for in paragraph 21, the Developer reserves and shall have the right with the consent of the persons then owning 75 percent or more of the platted lots shown on the plat of Foxhill Estates Unit One to amend or alter these covenants and restrictions and any parts thereof in any other respects, except that the provisions of paragraph 17 hereof may not be amended or altered under the provisions of this paragraph 22.

23. No building plot owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of Foxhill Estates, Unit One.

24. The covenants and restrictions numbered 1 through 27 both inclusive, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2022, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months preceding the end of any such 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 said plat of Foxhill Estates Unit One shall be placed on record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, in which written 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 written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph 24, these original covenants and restrictions, as therein modified shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph 24. Notwithstanding the foregoing provisions of this paragraph 24, none of the provisions of paragraph 17 may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this paragraph 24 unless and until the access ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the St. Johns County, Florida or other body politic then having jurisdiction.

25. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any building plot on said land (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph 25 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 covenants or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right

to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

26. If there exist any nonconforming uses and structures of land that was lawful before the adoption of these covenants and restrictions, but which would be prohibited, regulated or restricted under these covenants and restrictions, said non-conformities will be allowed to continue until they are removed or otherwise discontinued for a continuous period of 12 months.

27. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgement or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, Foxhill Estates Inc., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 26th day of July, 1983.

Signed, sealed and delivered FOXHILL ESTATES INC. in the presence of:

Ruby C. Dix By Randall C. Dix
Virginia A. Dix Attest Emmett Wilbur Penick

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Randall C. Dix Sr. and Ira M. Dix to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Foxhill Estates Inc., the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 26th day of July, 1983.

Emmett Wilbur Penick
 Notary Public, State of Florida
 at Large

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
 My Commission Expires Jan. 3, 1985

EXHIBIT A

"SCHEDULE OF LEGAL DESCRIPTION"

A parcel of land in the Antonio Conovas Grant, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida, said parcel of land being bounded on the North by the South Right-of-way line of the 100 foot wide Right-of-way of State Road No. 207, bounded on the South by the North Right-of-Way line of the 160 foot wide Florida Power and Light Company easement as described in Official Records 259, pages 136 and 137 of the Public Records of St. Johns County, Florida, bounded on the East by the West Right-of-Way line of the 80 foot wide county road as described in Official Records 82, pages 125 and 126 of the Public Records of St. Johns County, Florida and bounded on the West by the center of the run of a natural drainage creek, said creek being the Westerly boundary of the approximately 315 acres being described in Official Records 165, page 534 of the Public Records of St. Johns County, Florida.

FILED AND INDEXED
JUN 11 1963

13 AUG -1 PM 12:32

Clerk of Court
CLERK OF COURT

84 10968

FOXHILL ESTATES UNIT ONE

REC 647 PAGE 1225

AMENDMENT TO
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Foxhill Estates Inc., a Florida corporation, hereinafter called the "Developer" is the record owner in fee simple absolute of certain real property located in St. Johns County, Florida, and more particularly described in the "Schedule of Legal Description" which is attached hereto as Exhibit "A" and made a part hereof, as all the land shown on the plat of Foxhill Estates, Unit One according to the plat thereof recorded in map book 15 at pages 67 & 68 of the current public records of St. Johns County, Florida, (hereinafter referred to as "said plat") in accordance with paragraph 22 of Covenants and Restrictions recorded in the official records of St. Johns County Florida, book 596 pages 727-738 inclusive hereby amends the Covenants and Restrictions as follows:

A. Paragraph 3 (b), add onto last sentence, if the operation of such vehicles causes either provision (1) or (2) of this paragraph to occur.

B. Paragraph 4 (a) and (b) deleted in its entirety and the following paragraph substituted in lieu of:

4. (a) Construction of Mobile home shall be as follows:

1. Site plan showing location of Mobile Homes must be approved by developer before construction.
2. 2" x 4" sidewalls.
3. All roof design and roofing materials including fiberglass must be approved by the Developer.
4. All siding must be approved by the Developer.
5. Carport and other structures must be approved by the Developer.
6. Towing gear including all wheels and axles must be removed from the home as well as the property.

(b) All exterior air conditioning and heating equipment, garbage and trash cans or objects must be located on the premises as determined by the developer not to be of any unsightly nature or appearance.

C. Paragraph 5 deleted in its entirety.

D. Paragraph 8 deleted in its entirety.

IN WITNESS WHEREOF, The Developer, Foxhill Estates Inc., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 1st day of June 1984.

Signed, sealed and delivered FOXHILL ESTATES INC. in the presence of:

Randy C. Dix Sr.

By

Randall C. Dix Sr.

Suzanne M. Nicholls

Attest

Ira M. Dix

(Corporate Seal)

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 acknowledgements, personally appeared Randall C. Dix Sr. and Ira M. Dix to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively, of Foxhill Estates Inc., the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 1st day of

June 1984.

Suzanne M. Nicholls
Notary Public, State of Florida at Large

My Commission Expires: My Comm.

34 JUN 11 PM 1:26

84 11058

FOXHILL ESTATES UNIT ONE

REC 647 PAGE 1437

AMENDMENT TO
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Foxhill Estates Inc., a Florida corporation, hereinafter called the "Developer" recorded a plat of Foxhill Estates Unit One in Map book 15 pages 67 & 68 of the current public records of St. Johns County, Florida, and recorded Covenants and Restrictions in the official records of St. Johns County Florida, book 596 pages 727-738 inclusive, hereby amends these covenants and restrictions in accordance with paragraph 22 thereof as follows:

A. Paragraph 3 (b), add onto last sentence, if the operation of such vehicles causes either provision (1) or (2) of this paragraph to occur.

B. Paragraph 4 (a) and (b) deleted in its entirety and the following paragraph substituted in lieu of:

- FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
1984 JUN 12 PM 2:48
Carl "Bud" Harkett
CLERK OF CIRCUIT COURT
- (a) Construction of Mobile home shall be as follows:
1. Site plan showing location of Mobile Homes must be approved by developer before construction.
 2. 2" x 4" sidewalls
 3. All roof design and roofing materials including fiberglass must be approved by the Developer.
 4. All siding must be approved by the Developer.
 5. Carport and other structures must be approved by the Developer.
 6. Towing gear including all wheels and axles must be removed from the home as well as the property.

(b) All exterior air conditioning and heating equipment, garbage and trash cans or objects must be located on the premises as determined by the developer not to be of any unsightly nature or appearance.

C. Paragraph 5 deleted in its entirety.

D. Paragraph 8 deleted in its entirety.

IN WITNESS WHEREOF, The Developer, Foxhill Estates Inc., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 12th day of June 1984.

Signed, sealed and delivered FOXHILL ESTATES INC. in the presence of:

Suzanne M. Nehilla By Randall C. Dix Sr.
Randall C. Dix Sr. Attest Ira M. Dix

(Corporate Seal)

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 acknowledgements, personally appeared Randall C. Dix Sr. and Ira M. Dix to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively, of Foxhill Estates Inc., the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 12th day of June 1984

Suzanne M. Nehilla
Notary Public, State of Florida at Large
My Commission Expires: My Commission Expires May 1, 1987

Amending OP 647/1215

84 17890

FOXHILL ESTATES UNIT ONE

AMENDMENT TO

COVENANTS AND RESTRICTIONS

OFF 654 PAGE 1871

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Foxhill Estates Inc., a Florida corporation, hereinafter called the "Developer" recorded a plat of Foxhill Estates Unit One in Map book 15 pages 67 & 68 of the current public records of St. Johns County, Florida, and recorded Covenants and Restrictions in the official records of St. Johns County Florida, book 596 pages 727-738 inclusive, hereby amends these covenants and restrictions in accordance with paragraph 22 thereof as follows:

- A. Add the following sentence at the end of Paragraph 6, "Only Double Wide Mobile Homes with a minimum of 900 square feet will be allowed to be constructed unless an exception is first obtained in writing from the developer."
- B. Add the following sentence at the end of Paragraph 19, "All request in writing must be forwarded to the developer through the United States Postal Service addressed to P.O. Box 16314, Jacksonville, Fl. 32216 with return receipt requested. The 60 days begins on the date the receipt of mail is acknowledged".

IN WITNESS WHEREOF, The Developer, Foxhill Estates Inc., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 6th day of September 1984.

Signed, sealed, and delivered FOXHILL ESTATES INC. in the presence of:

John B. Dumas By Randall C. Dix Sr.
Suzanne M. Dumas Attest Ira M. Dix

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 acknowledgements, personally appeared Randall C. Dix Sr. and Ira M. Dix to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively, of Foxhill Estates Inc., the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 6th day of September 1984

Suzanne M. Dumas
Notary Public, State of Florida at Large

My Commission Expires: My Commission Expires October 21, 1987

FILED AND RECORDED IN

SEP -6 PM 1:17

SEP -6 PM 1:17

FOXHILL ESTATES UNIT ONE
AMENDMENT TO
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Foxhill Estates Inc., a Florida corporation, hereinafter called the "Developer" recorded a plat of Foxhill Estates Unit One in Map book 15 pages 67 and 68 of the current public records of St. Johns County Florida, book 596 pages 727-738 inclusive, hereby amends these covenants and restrictions in accordance with paragraph 22 thereof as follows:

A. Paragraph 4(b) as amended the 12th day of June 1984 and recorded on June 12th, 1984 in the official record book 547 page 1437 is hereby deleted in its entirety and the following paragraph substituted in lieu of:

4 (b) No clothes racks or clotheslines allowed outside of residence. All exterior air conditioning and heating equipment, garbage and trash cans or objects must be located on the premises as determined by the developer not to be of any unsightly nature or appearance.

IN WITNESS WHEREOF, The Developer, Foxhill Estates Inc., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 7th day of December, 1984.

Signed, sealed and delivered FOXHILL ESTATES INC. in the presence of:

Suzanne M. Melville by Randall C. Dix Sr.
Robby C. Dix Jr. ATTEST Ira M. Dix

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 acknowledgements, personally appeared Randall C. Dix Sr. and Ira M. Dix to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Foxhill Estates Inc., the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 7th day of December, 1984.

Suzanne M. Melville
Notary Public, State of Florida at Large
My Commission Expires: March 1, 1987

85 17570

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that FOXHILL ESTATES, INC., A Florida Corporation

of the County of Duval and State of Florida hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 529100 (9250 West Flagler Street), Miami, Florida 33152, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way, feet in width, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including, but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys and roads and trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor situated in the County of St. Johns and State of Florida and being more particularly described as follows:

That certain parcel lying in Section 48, Township 7 South, Range 29 East, St. Johns County, Florida and being 5 feet in width as measured along the southeast Right-of-Way of State Road 207 and 30 feet in length as measured radially, ~~as built~~, for the installation of a down guy structure to be an integral part of the existing power pole structure within and along the southeast Right-of-Way of State Road 207 at stations 100+74 and 104+25 (assumed). Said area to be symmetrical about the down guy, ~~as built~~. Said down guy to be radial to the existing power pole and normal to the Right-of-Way of said State Road 207, and within an area platted as a part of Foxhill Estates-Unit One, said plat being among the public records of St. Johns County, Florida in Map Book 15, Pages 67 and 68.

The above legal description is based on a survey of the area performed by G. Robert Hardwick, L.S., Florida Certificate No. 4057. A copy of said survey is a part of and attached to this description.

This instrument was prepared by

J. E. Doe
FLORIDA POWER & LIGHT COMPANY
P. O. BOX 151, DAYTONA BEACH, FLORIDA

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above described right-of-way with all rights and privileges necessary or convenient for the full enjoyment of the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserve the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition, provided, however, and by the execution and delivery hereof Grantor so expressly agree that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that he has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 9th day of July, 19 85.

Signed, sealed and delivered in the presence of:

FOXHILL ESTATES, INC., a Florida Corporation

BY: Randall C. Dix, Sr.
Randall C. Dix, Sr., President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

In the presence of, Secretary

STATE OF FLORIDA AND COUNTY OF

I, a Notary Public in and for the County and State aforesaid, do hereby certify that _____
and _____ known to me, personally appeared before me and acknowledged the execution of the foregoing instru-
ment for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this _____ day of _____, 19__

My Commission Expires: _____ 19__

Notary Public, State of Florida at Large

STATE OF FLORIDA AND COUNTY OF Duval

I HEREBY CERTIFY that before me, personally appeared Randall C. Dix, Sr., respectively, ~~President and~~
~~Secretary~~ of Foxhill Estates, Inc. a Corporate Orga-
nized under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instru-
ment, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned;
and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____
in the County of Duval and State of Florida, this 9th day of July, 19__

Donald W. Smith
Notary Public for the State of Florida

My Commission expires: _____

FILED

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NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 3, 19__
Bonded thru General Insurance Co.

IN & Re: face
Rec'd 100

85 17572

THE 681 PAGE 533

EASEMENT

Form 3722 (Stocked) Rev. 6/80

ER No. 204-4-130

Pole No. _____

Date July 9, 19 85

Sec. 48 Twp. 7S Rge. 29E

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

The included legal description is based on a survey of the area performed by G. Robert Hardwick, L.S., Florida Certificate No 4057. A copy of said survey is a part of and attached to this description. To wit.

An area 5 feet by 5 feet, ~~as built~~, for the installation of a down guy structure to be an integral part of the proposed power pole structure to be erected within and along the southeast Right-of-Way of State Road 207 at Station 98+29 (assumed). Said area to be symmetrical about the down guy, ~~as built~~. Said down guy to be radial to the proposed power pole and ~~adjacent~~ to the Right-of-Way of said State Road 207, and within the 12-foot buffer area platted as part of Foxhill Estates-Unit One, said plat being among the public records of Saint Johns County, Florida in Map Book 15, Pages 67 and 68.

This instrument was prepared by

T.R. KOS
FLORIDA POWER & LIGHT COMPANY

B. O. BOX 14, SAINT JOHN, FLORIDA
to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on July 9, 19 85

Signed, sealed and delivered
in the presence of:

FOXHILL ESTATES, INC.

Randall C. Dix, Sr. (SEAL)
Randall C. Dix, Sr. (SEAL)

Joe M. Dix (SEAL)
Joe M. Dix (SEAL)

STATE OF FLORIDA AND COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of July, 19 85,

by Randall C. Dix, Sr.

and Joe M. Dix

respectively the President and Secretary of Foxhill Estates, Inc., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 30, 1986
Bonded thru General Ins. Co. of Florida

Donald W. Hunter
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 5/1/86

STATE OF FLORIDA AND COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____,

by _____ and _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 5/1/86

EASEMENT

Form 3722 (Stocked) Rev. 6/80

ER No. 204-4-130

Pole No. _____

Date July 9, 19 85Sec. 48 Twp. 7S Rge. 29E

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

The included legal description is based on a survey of the area performed by G. Robert Hardwick, L.S., Florida Certificate No 4057. A copy of said survey is a part of and attached to this description. To wit.

~~TR~~ An area 5 feet by 5 feet, ~~as-built~~, for the installation of a down guy structure to be an integral part of the proposed power pole structure to be erected within and along the southeast Right-of-Way of State Road 207 at Station 104+25 (assumed).
~~TR~~ Said area to be symmetrical about the down guy, ~~as-built~~. Said down guy to be radial to the proposed power pole and normal to the Right-of-Way of said State Road 207, and ~~within the 12-foot buffer area platted as~~ part of Foxhill Estates-Unit One, said plat being among the public records of Saint Johns County, Florida in Map Book 15, Pages 67 and 68.

This instrument was prepared by

T. K. Roe

FLORIDA POWER & LIGHT COMPANY

P. O. BOX 151, DAYTONA BEACH, FLORIDA

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on July 9, 1985.

Signed, sealed and delivered in the presence of:

FOXHILL ESTATES, INC.

Randall C. Dix, Sr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF FLORIDA AND COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of July, 1985.

by Randall C. Dix, Sr.

HE M. DIX

respectively the _____ President and _____ Secretary of Foxhill Estates, Inc., a _____ Florida corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA
 My Commission Expires Sept. 3, 1986
 Bonded \$100,000.00 Underwritten

James M. [Signature]
 NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF /

The foregoing instrument was acknowledged before me this _____ day of _____, 19____.

by _____ and _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

FOXHILL ESTATES - UNIT ONE

A SUBDIVISION IN SECTION 48, T.7S., R.29E., ST. JOHNS COUNTY, FLORIDA

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY, That on July 26, 1983 the foregoing plat was approved and accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance of the dedicated areas shall not be deemed as requiring for construction or maintenance by the County of said areas.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

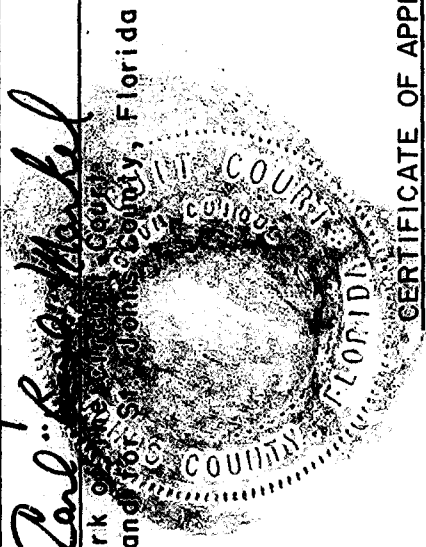
BY: Robert E. Carter
its Chairman

ATTEST: Carol B. Model
Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with the requirements of Chapter 177, Florida Statutes, and was filed for record in the Public Records of St. Johns County, Florida, on July 26, 1983

Carol B. Model
Clerk of St. Johns County, Florida



CERTIFICATE OF APPROVAL BY THE PLANNING DEPARTMENT

THE ST. JOHNS COUNTY PLANNING DEPT. hereby approves the final plat for the FOXHILL ESTATES - UNIT ONE Subdivision.

DATED: July 12, 1983

BY: J. L. Edwards
ST. JOHNS COUNTY PLANNING DEPARTMENT

CERTIFICATE OF APPROVAL BY THE ZONING DEPARTMENT

THE ST. JOHNS COUNTY ZONING DEPT. hereby approves the final plat for the FOXHILL ESTATES - UNIT ONE Subdivision.

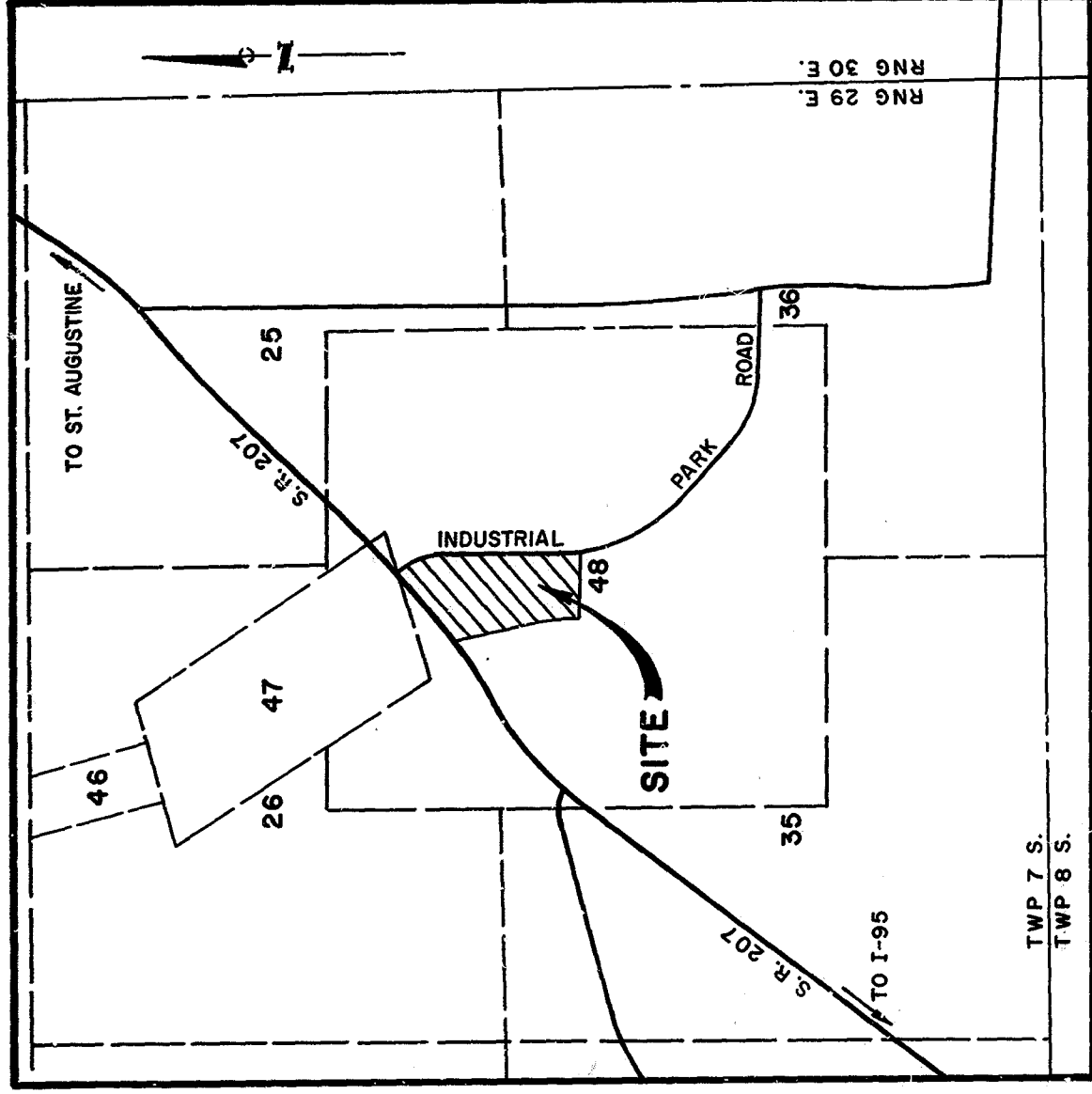
DATED: 7-19-83

BY: Allen Fawcett
ST. JOHNS COUNTY ZONING DEPARTMENT

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY, That on the 26th day of JULY 1983, THIS PLAT WAS APPROVED

BY: James A. Doe
County Attorney



VICINITY MAP

SCALE 1" = 2000'

LEGAL DESCRIPTION

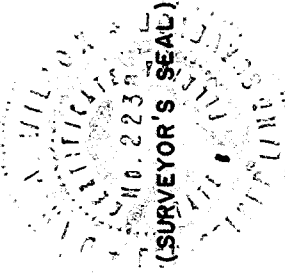
A parcel of land in the Antonio Conovas Grant, Section 48, Township 7 South, Range 29 East, St. Johns County, Florida, said parcel of land being bounded on the North by the South right-of-way line of the 100 foot wide right-of-way of the State Road No. 207, bounded on the South by the North right-of-way line of the 160 foot wide Florida Power and Light Company easement as described in Official Records 259, pages 136 and 137 of the Public Records of St. Johns County, Florida, bounded on the East by the West right-of-way line of the 80 foot wide county road as described in Official Records 82, pages 125 and 126 of the Public Records of St. Johns County, Florida and bounded on the West by the center of the run of a natural drainage creek, said creek being the Westerly boundary of the approximately 315 acres being described in Official Records 165, page 534 of the Public Records of St. Johns County, Florida, containing 30.88 acres more or less.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being currently licensed and registered by the State of Florida as a land surveyor, does hereby certify that he has completed the survey of the lands as shown in the foregoing plat, that said plat is a true and correct representation of the lands surveyed, that the survey was made under his responsible direction and supervision and that the survey data complies with all the requirements of Chapter 177, Florida Statutes as amended.

DATED: 7-19-83

BY: Dan Wilcox
FLORIDA REGISTERED SURVEYOR
CERTIFICATE NO. 2236
Palm Coast Engineering Services, Inc.
Palm Coast, Florida, 32051



CERTIFICATE OF ADOPTION AND DEDICATION

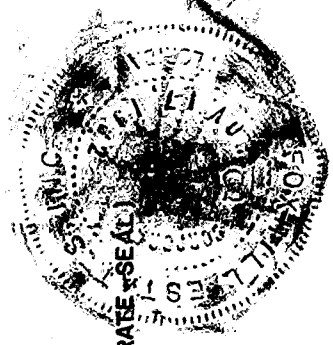
This is to certify that the undersigned, FOXHILL ESTATES, INC., a Florida Corporation, is the lawful owner of the lands described in the caption hereon and that it has caused the same to be surveyed and subdivided, and that this Plat which shall be known as "FOXHILL ESTATES, UNIT ONE", is made in accordance with said survey and is hereby adopted as the true and correct plat of said lands. No part of said lands is dedicated to St. Johns County, Florida or the public. All said lands are subject to "Declaration of Restraint" as recorded in Official Records Book 579, Pages 725 through 730 inclusive of the Public Records of St. Johns County, Florida, and subject to "Covenants and Restrictions" as recorded in Official Records Book _____, Pages _____ through _____ inclusive of the Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, the owner, FOXHILL ESTATES, INC., has caused this instrument to be executed by its duly authorized officers and its Corporate Seal to be hereto affixed all as of the 19th day of July, 1983

FOXHILL ESTATES, INC.

ATTEST: BY: Randall C. Dix
Randall C. Dix, Sr., Its President

Ira M. Dix
Ira M. Dix, Its Secretary
Sharon L. Carter
Sharon L. Carter, Its Secretary
FOXHILL ESTATES, INC.



STATE OF FLORIDA

COUNTY OF ST. JOHNS

I hereby certify that on this day before me an officer duly authorized in the State and County named above to take acknowledgments personally appeared Randall C. Dix, Sr. and Ira M. Dix the President and Secretary, respectively, of FOXHILL ESTATES, INC., a Florida Corporation, who severally acknowledged executing the foregoing Adoption and Dedication in the name of FOXHILL ESTATES, INC. and that they are duly authorized for that corporation affixing its Corporate Seal and that they are duly authorized by the corporation so to do.

Witness my hand and Official Seal in the County and State named above this 19th day of July, 1983
My Commission Expires: Jan 3, 1985
Ernest William Davis
Notary Public, State of Florida

JOINDER AND CONSENT TO ADOPTION AND DEDICATION (CORPORATION)

The undersigned hereby certifies that it is the holder of a TWO MORTGAGES upon the above described property to be known as FOXHILL ESTATES UNIT ONE, and that the undersigned hereby joins in and consents to the adoption of this survey and plat and the Dedication of the lands described above by the owner thereof, and agrees that its mortgage, which is recorded in Official Records Book 582, Page 13, of the Public Records of St. Johns County, Florida shall be subordinated to the above Dedication.

Signed, sealed and delivered in the presence of

Dea. Wilkins
Sharon L. Carter

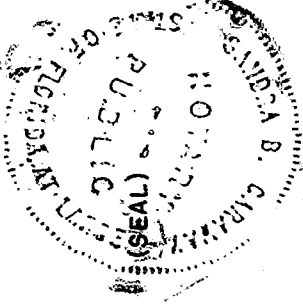
FLORIDA NATIONAL BANK
President and Secretary
ST. AUGUSTINE

STATE OF Florida
COUNTY OF St. Johns

The foregoing joined and consent to Adoption and Dedication was acknowledged before me this July 19, 1983 by D. Frank Jensen, the President and Secretary of Florida National Bank, a Florida Corporation, on behalf of the Corporation

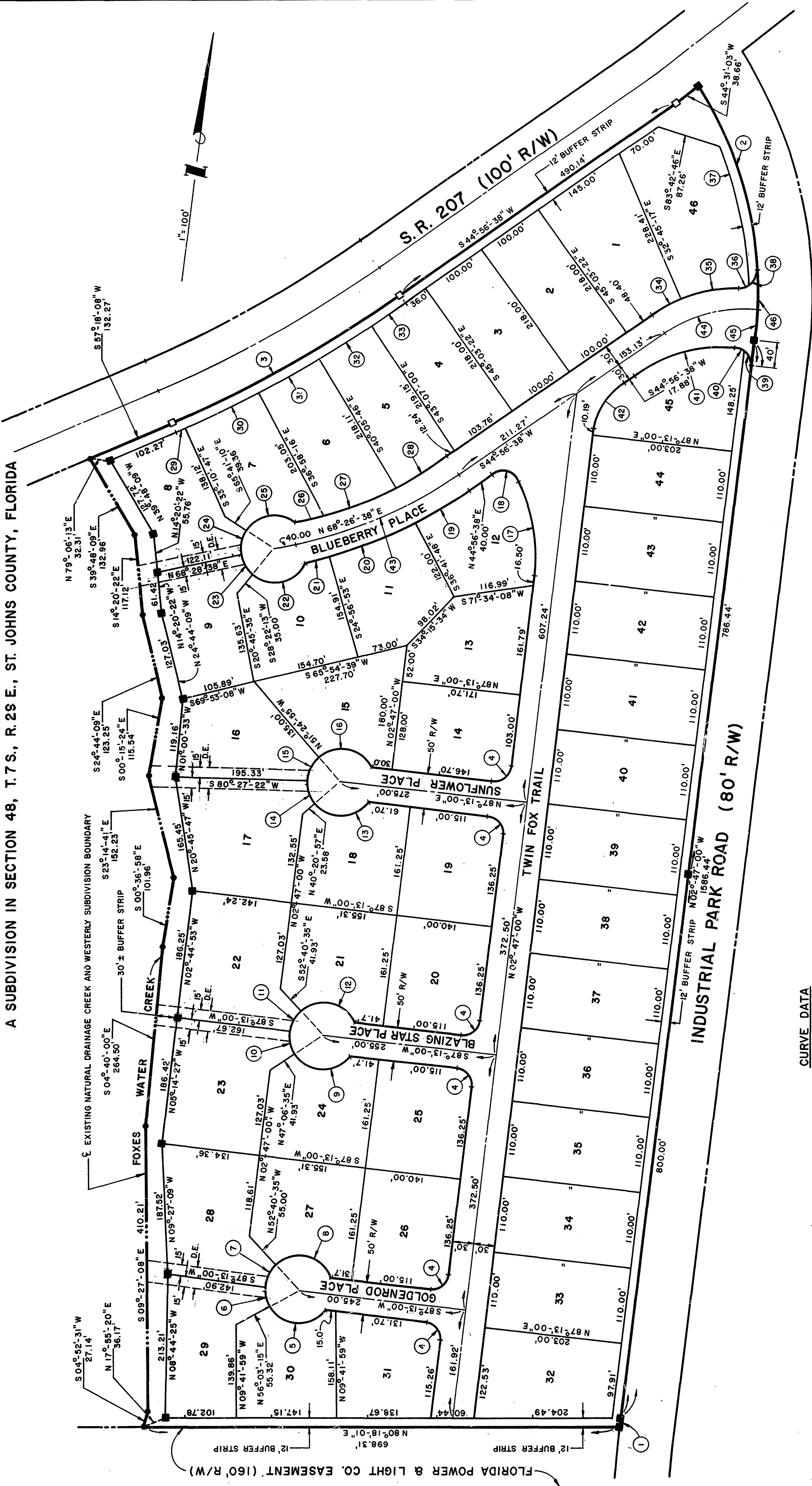
Sharon L. Carter
Sharon L. Carter, Its Secretary
Notary Public, State of Florida

My Commission Expires: JAN. 10, 1984



FOXHILL ESTATES - UNIT ONE

A SUBDIVISION IN SECTION 48, T.7S., R.29E., ST. JOHNS COUNTY, FLORIDA



CURVE DATA

NO.	R.	ARC	CHD.	BEAR.	A	NO.	R.	ARC	CHD.	BEAR.	A
1	1313.57	8.99	8.99	N02°58'46"W	00°23'31"	17	249.84	140.72	138.87	S18°55'11"E	32°16'22"
2	573.87	389.43	382.16	N22°01'22"W	38°28'45"	18	25.00	43.63	38.30	S85°03'22"E	100°00'00"
3	1771.12	382.02	381.28	S57°07'23"W	12°21'30"	19	850.00	94.83	94.75	N49°07'25"E	08°21'34"
4	25.00	39.27	35.36	---	90°00'00"	20	850.00	133.28	133.05	N59°10'40"E	1°44'53"
5	50.00	95.90	81.86	N82°09'47"E	102°53'35"	21	850.00	38.48	38.48	N68°44'53"E	05°23'31"
6	50.00	35.00	34.29	S22°50'13"E	40°06'25"	22	50.00	89.93	78.29	N68°50'35"E	103°03'22"
7	50.00	35.00	34.29	S17°16'13"W	40°06'25"	23	50.00	35.00	34.29	S41°34'36"E	40°06'25"
8	50.00	95.90	81.86	N87°43'47"W	109°53'35"	24	50.00	40.00	38.94	S01°23'44"W	45°50'12"
9	50.00	95.90	81.86	N82°09'47"E	109°53'35"	25	50.00	84.88	75.05	S72°56'38"W	97°15'37"
10	50.00	35.00	34.29	S22°50'13"E	40°06'25"	26	890.00	38.66	38.65	S66°34'01"W	03°45'15"
11	50.00	35.00	34.29	S17°16'13"W	40°06'25"	27	890.00	109.92	109.76	S59°21'09"W	10°40'28"
12	50.00	95.90	81.86	N87°43'47"W	109°53'35"	28	890.00	93.41	93.31	S49°28'47"W	09°40'17"
13	50.00	90.00	76.33	N78°46'58"E	103°07'51"	29	1783.12	15.00	15.00	N57°03'41"E	00°28'55"
14	50.00	35.00	34.29	S22°50'13"E	40°06'25"	30	1783.12	118.00	117.88	N54°55'28"E	03°47'30"
15	50.00	42.00	40.78	S14°31'13"W	48°07'42"	31	1783.12	97.25	97.24	N51°27'55"E	103°07'30"
16	50.00	94.80	81.22	N87°05'58"W	108°37'55"	32	1783.12	94.00	93.98	N48°23'37"E	103°01'14"

BEARING REFERENCE

INDUSTRIAL PARK ROAD
R/W DESCRIPTION O.R. BOOK 82, P.6. 125-126

LEGEND

CONCRETE MONUMENT SET
FLA. D.O.T. CONC. MON. FOUND
D.E. - DRAINAGE EASEMENT

