

RESTRICTIONS
JULINGTON FOREST

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WHEREAS, the undersigned is the owner in fee simple of the following described property located in Duval County, Florida:

All of JULINGTON FOREST, according to plat thereof recorded in Plat Book 30, Pages 76 and 76A of the current public records of Duval County, Florida;

and

WHEREAS, the said owner is desirous of developing said property and also desirous of placing certain restrictions and covenants on said property to run with the title thereto,

NOW, THEREFORE, in consideration of the mutual benefits and covenants and of other good and valuable considerations, the owner for itself, its grantees, successors, and assigns, does hereby place the following restrictions and/or covenants upon the use of the property described hereinabove:

1. Each and every lot, except Tracts "A", "B", "C", "D", "E", "F" and "G", in the above described subdivision shall be used exclusively for residential purposes, and not more than one detached single family dwelling and the necessary outbuildings therefor, not to exceed a private garage for more than two cars and a servant's or storage room or tool room attached to the garage and on the ground floor, shall be permitted to occupy any one of said lots or any part thereof at any one time.
2. No building shall be erected, placed or altered on any building plot of this subdivision unless the same shall have exterior finish and roof of materials and workmanship such as are considered standard in better type subdivisions. Exterior of building shall be fully completed, including the painting of all exterior woodwork and other exterior services which require painting, within one year from date construction of the building is commenced.
3. No building shall be located on any residential lot, or building plot, nearer than 25 ft. to the front lot line, nor nearer than 10 ft. to any side street line. No building, except a detached garage or other outbuilding located 75 ft. or more from the front lot line, shall be located nearer than 7½ ft. to any side lot line. Such garage may be located not closer than 3 ft. to side line.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 sq. ft. or a width of less than 60 ft. at the front building set-back line.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. The ground floor area of residential structure, exclusive of one-story open porches and garages, shall be not less than 850 sq. ft.

- 8. That the owner of the above described property may include in any contract or deed hereafter made, any additional covenants, conditions, restrictions or limitations not inconsistent with those herein set forth.
- 9. No outside toilet shall be installed or maintained on any lot and all plumbing shall be connected to sanitary sewer or septic tank constructed and installed in accordance with prevailing County and State regulations.
- 10. Where a building has been erected, or the construction thereof substantially advanced, and is situated on any lot or lots as now platted, or any subdivided or replatted lot or building plot, in such a manner that the same constitutes a violation or violations of the above covenants, the said owner shall have the right at any time to release such lot or subdivided lot or building plot, or portions thereof, from such part or provisions of the said covenants as are violated, provided, however, that said owner shall not release a violation or violations of such covenants except as to violations it determines to be minor and the power to release any such lot or plot from violation or violations shall be dependent upon a determination by it that the violation or violations for which such releases are given are minor.
- 11. A perpetual, alienable and releasable easement is hereby reserved to the owner, its successors, agents, assigns and licensees along, over, under, and above a five foot strip at the rear, and a three foot strip along each side, of each lot described hereinabove, for the installation and maintenance of gas, water, electricity, sanitary and storm sewer lines, telephone, and other utility installations of every kind. The side easements, in case of a building plot composed of two or more lots or fractions thereof, shall be along the extreme sides of such building plot.
- 12. Easements for utilities and drainage are reserved as shown on the recorded plot.

IN WITNESS WHEREOF the owner has executed these presents in its corporate name by its officers thereunto duly authorized, this 7th day of September, 1960 A. D.

Signed, sealed and delivered in our presence:

[Handwritten signatures]
Ernest S. Laust

H. S. (Bud) BROWNETT REALTY CO.

BY *[Handwritten signature]*, President

ATTEST *[Handwritten signature]*, Secretary

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)



Before me, the undersigned, a notary public in and for the State and County aforesaid, an officer duly authorized to take acknowledgements of deeds and other instruments, personally appeared H. S. Brownett, the president of H. S. (Bud) Brownett Realty Co., a corporation, corporate party to the above written instrument, being well known to me and known by me to be the same individual who subscribed the above written instrument in the name and on behalf of said corporation; and he acknowledged that he subscribed the said corporate name to said instrument on behalf and by authority of said corporation; and also personally appeared before me Evelyn S. Morris, the secretary of said corporation, being well known to me and known by me to be the same individual who affixed and attested the seal of the said corporation to said instrument and attested the same by subscribing her name by authority and on behalf of said corporation;

And each of the two persons abovesigned acknowledged that he signed, sealed and delivered said instrument by authority and on behalf of said corporation and that all such acts were done freely and voluntarily and for the uses and purposes said instrument set forth and that such instrument is the free act and deed of said corporation; and each of said persons further acknowledged and declared that he knows the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of the corporation aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 7th day of September, 1960, at Jacksonville, in State and County aforesaid.

[Handwritten signature]
Notary Public, State of Florida at Large
Commission Expires August 9, 1964

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SEP 9 '9 58 AM '60

FILED AND RECORDED IN FULL
RECORDS OF DAVAL COUNTY, FLA.

Edward W. Hanson
CLERK OF CIRCUIT COURT