

**COVENANTS AND RESTRICTIONS FOR NEPTUNE BY THE SEA
(Unit 1 and Unit 2)**

Note: This is not a copy of the recorded Covenants and Restrictions document, rather it is a transcript. The transcript has been checked and is believed to be correct, but its absolute accuracy is not assured.

Phase I and Phase II of Neptune-By-The-Sea Covenants & Restrictions's differ slightly. Those differences are indicated here by the use of brackets. Read items enclosed thus: {...} applicable to Phase I, and if enclosed thus: [...] it is applicable to Phase II.

No attempt is made here to transcribe last page signatures.

WHEREAS, THE NEW MET COMPANY, is the owner of the property in Duval County, Florida, more particularly described as Neptune By The Sea, [Unit II] as same appears in Plat Book {39} [41] pages {55, 55A & 55B} [20-20C] of the public Records of Duval County, Florida and

WHEREAS, said Developer in developing said subdivision is desirous of placing certain covenants and restrictions upon the use of all of the land shown on said plat and are desirous that said covenants and restrictions shall run with the title to the land hereby restricted.

NOW, THEREFORE, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land included in said plat of Neptune By The Sea, all of the land included in said plat being hereinafter sometimes referred to as "said land", and the under-signed developer does hereby place upon said land the following covenants and restrictions, to run with the title to said land, and grantee of any deed conveying any lot or lots, 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, as follows:

- **SINGLE FAMILY RESIDENCE ONLY.** The lots shown on said plat shall be used as single family residential purposes only. Without the prior approval of the Developer, the height of the main residence on each lot shall be not more than two (2) full stories above the normal surface of the ground. No building situate on any lot shall be rented or leased separately from the rental or lease of the entire property.
- **MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.** 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, place or located on any lot, if the location of same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the streets.
- **MINIMUM SQUARE FOOTAGE FOR: PRINCIPAL RESIDENCE.** No principal residence shall be erected or allowed to remain on any lot unless the square foot area thereof, exclusive of screened porches, garages and store rooms,

shall equal or exceed [fourteen hundred fifty (1450) square feet] {fifteen hundred (1500) square feet on lots 4-17 and 23-29 (total of 21 lots). All remaining residential structures shall equal or exceed twelve hundred (1200) square feet. }

- **SIZE OF LOT.** No residential structure shall be erected on any building plot which plot has an area of less than the area of the smallest lot in the aforementioned plat or width of less than the shortest width of any lot shown on the aforementioned plat.
- **OTHER STRUCTURES.** No other structure taller than three feet above the normal elevation of the lot, shall be built without the approval of the Developer. Air conditioning units may be installed, at the side of the residence provided the same are adequately and ornamentally screened.
- **SETBACK FOR ALL STRUCTURES.** No building or any type or kind of permanent structure (except drives and walks), or any part of any of same, shall be erected, placed or allowed in the area of any lot lying between the front building restriction line of 25 feet and the street on which the lot abuts; or nearer than seven feet to any interior side line of the lot.
- **FENCES.** Hedges fences or walls may not be built or maintained on any portion of any lot closer than the front wall of the residence. Corner lots the fence shall run along the side property line to the front wall of the residence. No fence or wall shall be erected nor hedge maintained higher than six feet from the normal surface of the ground. There is to be no chain link fences and no other fence or wall shall be erected until the quality, style, color and design shall have been approved by the Developer or its duly appointed Representative and a building permit secured from the City.
- **ALL STRUCTURES TO BE APPROVED BY DEVELOPER.** 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 lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, 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 lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind or shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the 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 in writing by the Developer. The Developer shall have the absolute and exclusive right to refuse 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 passing upon such building plans and specifications, and lot grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building lot on 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. In addition, there shall be submitted to the Developer for approval such samples of building materials proposed to be used as the Developer shall specify or require. A building permit must be secured from the City for any improvements.

- **GARAGES.** All garages not located within the rear yard shall have a capacity for at least two automobiles. It is recommended that garages be entered either from the side or rear of the home where possible. No carports will be allowed.
- **PARKING OF VEHICLES, BOATS, ETC.** No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked between the paved road and the residential structures. They may be so kept if completely inside a garage attached to the main residence or within the rear yard. Private automobiles of the occupants bearing no commercial signs may be parked in the driveway on the building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the occupants may be parked in such driveway, and other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any lot. No trailers shall be maintained or kept on any lot. [Vehicles. No junk, abandoned, disabled or inoperative vehicles shall be allowed to remain outside of closed in garage areas. No service or repairs of any kind may be performed on vehicles on the property]
- **WINDOW AIR CONDITIONERS.** 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 the street.
- **NO OVERHEAD WIRES.** All telephone, electric, and other utilities lines and connections between the main utilities lines and residence and other buildings located on each building plot shall be concealed and located underground so as not be visible. Electric service is provided by the City of Jacksonville Beach, Florida through underground primary service lines running to transformers. The Developer has provided underground conduit to serve each lot, extending from the point of the applicable transformer to a point at or near a lot line, and such conduit to each lot shall be; become and remain the property of the owner of the lot. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence buildings on the lot and all of the same shall be and remain the property of the owner of each lot. The owner from time to time of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the

entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.

- **STREET LAMPS.** Street lamps will be provided by the developer and City of Jacksonville Beach, Florida.
- **COMPLETION OF COMMENCED CONSTRUCTION.** When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to his garage entrance.
- **NO PICNIC AREAS PRIOR TO CONSTRUCTION.** No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon.
- **NO SHEDS, SHACKS OR TRAILERS.** No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any lot used in connection with the construction or sale of houses being built in the subdivision for no longer than twelve months.
- **RESIDING ONLY IN RESIDENCE.** No trailer, recreational vehicles, basement, garage or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on any lot, shall be at any time used as a residence either temporarily or permanently.
- **SIZE OF SIGNS.** No sign of any character shall be displayed or placed on any lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design specified by the Developer which follows City codes. The Developer may enter on any building plot and summarily remove any signs which do not meet the provisions of this paragraph.
- **COMMERCIAL SIGNS.** 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 dwellings, model houses and other structures as the Developer may deem advisable for development purposes.
- **AERIALS AND ANTENNAS.** 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 lot or on any portion of any lot not occupied by a building higher than 10 feet above the highest point of the roof of the residence.

- **NO OFFENSIVE ACTIVITIES.** 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, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto. No fires for burning of trash, leaf clippings, or other debris or refuse shall be permitted on any part of said land or road right of ways.
- **PETS.** Not more than two dogs or two cats, or four birds (excluding parrots), or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times.
- **SEWAGE DISPOSAL.** Each owner of a building plot, at his expense, shall connect his sewage disposal lines to the sewage collection line provided to serve that owner's building plot so as to comply with the requirements of the City of Neptune Beach sewage collection and disposal service. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any lands without the approval of the City of Neptune Beach and appropriate regulatory agencies and no sewage shall be discharged onto the open ground or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.
- **UTILITY EASEMENTS ON SIDES AND REAR OF LOTS.** The Developer for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wire, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a 5 foot strip at the back of each lot and on, in, over and under a 5 foot strip along the interior side lot lines of each lot. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lot subject to the privileges rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on said plat are and shall remain private easements and the sole exclusive property of the Developer and its successors and assigns.

- **WEED CONTROL.** The owner of each building plot, whether such plot be improved or unimproved, 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 and building plot fails to comply, the developer shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grasses, undergrowth and weeds and rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment 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.
- **DEVELOPER MAY CORRECT VIOLATIONS.** Wherever 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, correct or 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, correction or removal shall not be deemed a trespass or make the Developer liable in anywise for any damages on account thereof.
- **APPROVAL OF DEVELOPER.** 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 approval in writing by the Developer. Such request shall be sent to the Developer by registered mail with return receipt requested. In the event the Developer fails to act on any such written 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 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.
- **DEVELOPER MAY DESIGNATE A SUBSTITUTE.** 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 or corporation as it shall select, any or all rights, powers privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants or restrictions or under the provision of said plat. If at any time hereafter there shall be no person, firm or corporation 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 lots shown on said plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event of the aforesaid.

- **AMENDMENT OR ADDITIONAL RESTRICTIONS.** The developer reserves [for itself and its successors and assigns] and shall have the {sole} [absolute] right, [but not the obligation:]

 - (a.) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, [provided, however, that this shall not prevent the developer from waiving or amending any restrictions as to building set back lines and minimum square foot requirements as to any lot or lots]
 - (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 [hereinafter made relating to any particular lot or lots,] any additional covenants and restrictions applicable to the said {land} [lot or lots] which do not lower the standards of the covenants and restrictions herein contained, and
 - (d.) to release any building {plot} [lot] from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violation of building restriction lines [,minimum square foot requirements] and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.
- **AMENDMENTS OF RESTRICTIONS WITH CONSENT OF OWNERS.** In addition to the rights of the Developer provided for in paragraph 28 hereof, 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 Neptune by the Sea to amend or alter these covenants and restrictions and any parts thereof in any other respects.
- **ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.** No property owner, without the prior written consent and approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of this subdivision.
- **RESTRICTIONS EFFECTIVE PERIOD.** The covenants and restrictions numbered 1 through 30 above, as amended and added to from time to time as provided herein, shall be 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. 2014, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless with six months prior to the first day of January, A.D. 2014, or within six month proceeding 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 shall be placed on record in the office of the Clerk of the Circuit Court of Duval 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 hereto, 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, 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.

- **LEGAL ACTION ON VIOLATION.** If any person, firm or corporation, 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 lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in equity 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 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 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 to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all action 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 wise impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed on this { 30th day of November 1984 } [28 day of February , 1986] by Developer acting by and through its undersigned officers, who are there unto duly authorized.