

PROPOSED RESTRICTIONS - CREEKSIDE SUBDIVISION

THIS DECLARATION, made as of the date hereinafter set forth, by KING & GRANADA, INC., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the following described real property situated, lying and being in St. Johns County, Florida;

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

WHEREAS, it is desired by Developer to place restrictions and limitations of record as to each and every of the lots hereinafter set forth and to limit the use for which each and every of said lots is intended to that set forth hereinafter.

NOW, THEREFORE, the Developer does hereby declare that each and every of the lots located in the following-described real property, situate, lying and being in St. Johns County, Florida, to-wit:

AS PER SCHEDULE ATTACHED HERETO

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. On property zoned RS-3, there shall be no building other than one(1) detached single-family dwelling per platted lot not to exceed two and one-half(2½) stories(35 feet)in height. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on the aforescribed property containing less than 1200 square feet heating area, plus a minimum of a single-car enclosed garage. All garages, utility rooms, porches and screened-in areas shall be

Recorded in the
Public Records of
St. Johns County, Florida
Book 616, Page 490

in addition to the minimum 1200 square feet of living area and not considered a part thereof.

2. On property zoned RG-2, there shall be no building other than one multi-family dwelling per third acre not to exceed two and one-half (2½) stories (35 feet) in height. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on the aforescribed property containing less than 700 square feet heated area, per two-bedroom family unit and 500 square feet heated area per one-bedroom family unit. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 700 and 500 square feet of living area respectively and not considered a part thereof.

3. In the event a prefabricated home or modular home is placed on the aforescribed property, it must be placed on a permanent foundation.

4. Construction of approved improvements must be completed within a period of six (6) months from the date construction is begun.

5. No fence shall be permitted upon the property which is over six feet (6') in height.

6. No heavy commercial equipment is allowed to be kept on any lot. Boats and campers stored permanently must be screened on lot from view of street.

7. No animals other than household pets may be kept on any lot and said household pets must be kept within that lot so as not to be a nuisance to other property owners.

8. No clothes lines shall be installed in front or side yards of any dwelling unit.

9. All fuel tanks to be installed on property shall either be underground or in the rear of the property and enclosed.

10. Developer hereby reserves the right without further consent from any land owner to grant to any public utility company, municipality or other governmental unit, water or sewage company an easement for a right-of-way in all roads and streets on which the land hereby conveyed abuts, and also in and to a five foot (5') strip

of land located parallel to and along all rear and side lot lines for all purposes including the right to erect and lay or cause to be erected or laid, maintained, removed or repaired all light, telephone and telegraph poles, wires, water and gas pipes and conduits, catch basins, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Developer or any utility company or governmental authority, be deemed necessary or advisable. All claims for damages, if any, by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby against Developer and its successors, are hereby waived by the Purchaser.

11. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure and no permanent structure shall occupy more than 35% of the total lot size of any lot.

12. In order to facilitate the maximum use of septic tanks and drain fields in the subdivision for all property owners, no septic tank or drain field shall be placed on the property without the written consent of Developer. Prior to the use of all septic tanks, said septic tanks shall be approved and in compliance with the standards of all government regulatory agencies. Septic tanks and drain fields shall not be built over easements.

13. No noxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on said lot any time as a residence either temporarily or permanently.

15. No lot shall be used or maintained as a dumping ground for rubbish, and trash, garbage or other waste shall not be kept except in sanitary containers. No mining operations of any kind shall be permitted upon or in said lot.

16. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials.

harmony of external design with existing structures and location with respect to topography and finished grade elevation.

The Architectural Control Committee is composed of _____
Philip W. May and W.H. Jones, Jr.. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty(30) days after the plans and specifications have been submitted to it or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The prevailing party shall recover all costs and be awarded reasonable attorney's fees.

18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Any failure of the Developer, its successors or assigns to promptly enforce any of the restrictions or covenants contained herein shall not be deemed a waiver of the right to do so thereafter.

20. Without the prior written consent of the Developer, its successors or assigns first had and obtained, no building located on any of said lots shall be connected with any source of water other

than the water system established for said subdivision except for use in connection with landscaping or heating and cooling.

21. The power to alter, amend or vary these covenants, conditions and restrictions by recorded instrument is specifically reserved unto the Developer solely for a period of one(1) year or until all lots have been sold, whichever is later.

22. The aforementioned covenants and restrictions are to run with the land and shall be binding in all parties and all persons claiming through, by or under them until December 1997, at which time said covenants and restrictions shall terminate.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed their hands and seals, duly authorized and affixed this 2 day of December, 1983.

Signed, Sealed and Delivered
in the presence of:

K. R. Riffy

Allen Slater

KING & GRANADA, INC.

By: W. H. Jones, Jr.

Before me appeared W. H. Jones, Jr. known to be Vice President of King & Granada, Inc. to execute the above.

December 2, 1983

J. H. Miller

Notary Public, State of Florida
My Commission Expires May 2, 1987
Notary Public, State of Florida

SCHEDULE "A"

Lots Two(2) through Fifteen(15); Eighteen(18) and Nineteen(19); Twenty-one(21) through Twenty-seven(27); thirty(30), Thirty-three(33), Thirty-four(34) and Thirty-six(36); and, Lots Forty-two(42) through Forty-five(45) and Fifty-two(52) through Sixty-one(61); all in CREEKSIDE, a subdivision, according to plat thereof as recorded in Map Book 14, pages 61, 62 and 63, public records of St. Johns County, Florida.

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

1933 DEC -2 PH 1:14

Paul "Bud" Hinkel
CLERK OF CIRCUIT COURT

(10 1024)

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth,
by Ralph J. & Mary Beth Pacetti, hereinafter referred to as
Declarant

WITNESSETH:

WHEREAS Declarant is the owner of the following described
real property situated, lying and being in St. Johns County,
Florida; and

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

WHEREAS, it is now desired by the Declarant to place
restrictions and limitations of record as to each and every of
the lots hereafter set forth located in Cross Creek subdivision
and to limit the use for which each and every of said lots located
in Cross Creek subdivision is intended;

NOW, THEREFORE, the Declarant does hereby declare that
each and every of the lots located in the following described
real property situated, lying and being in St. Johns County,
Florida, to-wit:

CROSS CREEK, according to the plat thereof
recorded in Map Book 113, Pages 150-151, of the
Public Records of St. Johns County, Florida.

shall be held, sold and conveyed subject to the following

restrictions, covenants and conditions, all of which are for the

benefit of the owners and occupants of said lots.

shall be covenants to run with said lots and binding on all

parties having any right, title or interest in said lots.

by or any part thereof, their heirs, successors and assigns

and shall issue to the benefit of said Declarant.

This instrument was signed by Ralph J. Pacetti

RESTRICTIONS

1.01. RESTRICTIONS

1.01. 2.01 and 2.02 of the Lot described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lot other than one detached single family dwelling including an attached two-car garage.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

2.01. None of said Lots shall be divided or resubdivided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or lots adjacent Lots as platting. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No Lot shall be replatted.

2.02. No property or lot in this subdivision shall be built on when said property or lot is less than one (1) acre.

2.03. Every structure placed on any lot shall be constructed of material which has been approved in writing by the Declarant.

2.04. No residence shall be constructed or maintained which shall have a smaller living floor area than 1,500 square feet.

2.05. No window air-conditioning units shall be installed on any side of a building which faces an access way unless prior approval has been obtained from the Declarant.

RESTRICTIONS ON THE USE OF UTILITIES

2.06. All lines and utilities or of electric grade shall be carried

under any lot, and shall anything be done thereon which may be considered an improvement or nuisance by the Declarant.

3.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

3.03. No sign of any kind shall be displayed on any lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and placement of each such residence plate shall be at the sole discretion of the Declarant.

3.04. No oil drillings, oil development operations, oil refining, or mining operations of any kind shall be permitted upon or in any lots, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

3.05. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided, they are maintained in a clean and sanitary condition and kept within the owner's property.

3.06. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, discarded vehicles or fixtures, and other waste shall not be placed or accumulated on any lot. All waste shall be disposed of in a clean and sanitary condition and maintained within as follows:

3.07. All waste shall be in conformity with the residential district regulations and shall be disposed of in a clean and sanitary condition and maintained within as follows:

3.04. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Cross Creek.

3.05. No clotheslines or clothes poles may be placed on any lot unless it is placed on the lot in such a manner as to make it easily visible to any street, and it is not attached to the main residence.

3.06. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Cross Creek.

WELL WATER AND SEPTIC TANK RESTRICTIONS

4.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, and at aboveground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Declarant, unless such apparatus is in the interior of the residence. 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 governmental regulatory commissions. Septic tanks, drain fields, pipes or wells shall not be built over easements.

FENCES

5.01. All fences shall be a maximum height of 6 feet. No fence shall be constructed within the area between the front of the lot and the street.

approved by the Declarant. In the event of any dispute between the Owner and the Declarant, or its agent, or any other Lot Owner as to whether any restriction or a fence is restricted by this section, the decision of the majority of existing property owners regarding the feature shall be final.

DRAINAGE

6.01: No change in elevations or the land shall be made to any lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said lot by the Declarant.

6.02: There shall be no draining or artificial creating or change in the course of the natural flow of water.

ARTICLE 19

MISCELLANEOUS

ADDITIONAL RESTRICTIONS

1.01: The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage or encumbrance on any of the said lots and shall not affect the rights and powers of any mortgagee in any said mortgages.

REMEDY FOR VIOLATIONS

1.02: In the event of a violation or breach of any of these restrictions, the Declarant shall have the right to enforce these restrictions by any means available to it, including, but not limited to, the filing of a lawsuit in a court of competent jurisdiction.

any property owner, or any of them jointly or severally shall have the right to enforce any law or ordinance to compel a compliance with the terms, covenants or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this declaration or restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect the enforcement.

SEVERABILITY

3.01. Invalidity or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 11 day of October, A.D. 1978.

In the presence of:

David A. Davis
John A. Davis

John A. Davis
 JOHN A. DAVIS
John A. Davis

DEF 390 PAGE 435

STATE OF FLORIDA

COUNTY OF ST. JAMES

REPORTER personally appeared Ralph J. Facetti and Mary Beth Facetti, his wife, who are known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 11th day of October, A.D. 1978.

David J. Facetti
NOTARY PUBLIC
State of Florida at Large.

11-16-80

