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EL GRANADA SUBDIVISION -UNIT 2 - COVENANTS AND
RESTRICTIONS FOR SUBDIVISION RECORDED IN OR
BOOK 518, PAGES 273/274/275, PUBLIC RECORDS OF ST
JOHNS COUNTY, FLORIDA

OFF REC 522 PAGE 195

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ROBERT W. HOWARD and THOMPSON-BAILEY-BAKER REALTY INC., the owners of all the Lots situated in EL GRANADA SUBDIVISION, UNIT 2, as recorded in OR BOOK 518, Pages 273/274/275 Public Records, St. Johns County, Florida, being Lots 1 through 24 inclusive, and Tract A, do hereby place the following covenants and restrictions on said Lots and the same shall run in accordance with the provisions hereinafter set forth, and shall be binding upon all owners, successive owners, parties in interest, heirs, representatives, assignees and all persons, firms, entities owning or having any interest in said Lands, as follows:

PART A - RESIDENTIAL AREA COVENANTS:

A - 1 LAND USE AND BUILDING TYPE: The term "lots" as used herein shall refer to numbered residential lots as shown on the plat. The lots shown on said plat shall be used for residential purposes only.

A - 2 ARCHITECTURAL CONTROL: 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 as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

A - 3 DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$45,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages, shall not less than 1400 square feet. Two or more story homes must have minimum of 900 square feet on the first floor level.

A - 4 MINIMUM LOT SIZE: No residence shall be constructed on any lot which comprises a re-subdivision of an existing lot. Residential construction is confined to lots of an area of not less than one-third acre. In any event, not more than one residence per recorded lot is permitted.

A - 5 BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet from the front line or nearer than 8 feet to any side lot line. No building shall be located nearer than 10 feet to any interior rear lot line. For purposes of this covenant, eaves, steps, or open porches shall not be considered as part of a building.

A - 6 EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities, water, cable television and electricity are reserved by owner.

A - 7 NO ILLEGAL, noxious or offensive activity shall be permitted or carried on on any lot, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment to the neighborhood. No trash, garbage, rubbish, waste material or refuse shall be deposited or allowed to accumulate on any part of said lot or upon any lots contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted.

A - 8 NO HORSE, mules, ponies, donkeys, burrows, cattle, sheep, goats, swine, rodents, reptiles, pigeons, game birds, game fowl, poultry or any other animal or species normally considered "wild" and viewed in zoos or circuses shall be kept, permitted, raised or maintained on any building lot or any portion thereof. Not more than two dogs or two cats nor more than two domestic pets (animals) may be kept on a single building lot for any purpose. No commercial breeding of such pets is permitted. Should any such pet (animal or bird) become dangerous or any annoyance or nuisance in the neighborhood or nearby property, the Developer or the Association is permitted to take such action as to alleviate this condition.

A - 9 NO WHEELED VEHICLES of any kind or boats or campers may be kept or parked on the building lot or driveway unless same is completely inside a garage or carport. Except that private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on the building lot. Other vehicles may be parked in said driveways or parking areas during necessary times for pick-up and delivery service and solely for such purpose.

A - 10 EXCEPT AS OTHERWISE PERMITTED HEREIN, no sign of any character shall be displayed placed upon any building lot except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two feet in size, or be more than four feet above the ground and shall be limited to one sign to the property. Developer or Association may enter upon any building lot and remove and destroy any sign which does not meet these provisions.

A - 11 ACCESSORY OR OUT BUILDINGS: Not more than two (2) accessory buildings which shall permit the storage of boats, campers, garden tools and similar supplies shall be permitted. The buildings shall be kept in good condition and the exterior should conform in design and color to the existing residential structure on the lot.

PART B - ARCHITECTURAL CONTROL COMMITTEE:

B - 1 MEMBERSHIP: The architectural control committee is composed of ROBERT W. HOWARD and/or PIERRE D. THOMPSON and/or their designee or assigns.

A MEMBER 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 recorded 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.

B - 2 PROCEDURE: 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been finally complied with.

PART C - GENERAL PROVISIONS:

C - 1 TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

C - 2 ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C - 3 THE INVALIDATIONS of any provisions or provisions of these restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said restrictions which shall remain in full force and effect.

DATED this 5th day of January, 1982
Signed, Sealed and Declared
in our presence:

Robert W. Howard
ROBERT W. HOWARD
Pierre D. Thompson
THOMPSON-BAILEY-BAKER REALTY, INC.
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLA.
1982 JAN 11 AM 10:18
Pierre D. Thompson
PIERRE D. THOMPSON, President
Paul "Dante" Hurd
CLERK OF CIRCUIT COURT
STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me personally appeared ROBERT W. HOWARD and PIERRE D. THOMPSON as President of Thompson-Bailey-Baker Realty Inc, to me well known and known to me to be the individuals described in and who executed the foregoing and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of January, 1982
Paul "Dante" Hurd
CLERK OF CIRCUIT COURT
STATE OF FLORIDA
COUNTY PUBLIC, STATE OF FLORIDA AT LARGE
5-30-82