

RESTRICTIONS

LARKSPUR VISTA SUBDIVISION

THIS DECLARATION, made as of the date hereinafter set forth, by Melvine D. McCall, owner hereinafter referred to as "Developer", "Declarant", or "Grantor".

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 described by Developer to place restrictions and limitations of record as to each and every lot hereinafter set forth and to limit the use for which each said lot is intended to that set forth hereinafter.

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

LARKSPUR VISTA SUBDIVISION

shall be held, sold and conveyed subject to the following easements, restrictions, covenant, 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.

At such time and concurrently with the signing of a Contract for Purchase entered into by the Purchaser of a lot, it shall be mandatory for such purchaser to join the Larkspur Vista Homeowners Association (hereinafter referred to as the Association) and if in the future additional phases of Larkspur Vista Subdivision are developed these additional phases shall be required to join the Larkspur Vista Home Owners Association and abide by the Restrictive Covenants.

The Association, Grantor, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

1. **LAND USE:** All of the lots are hereby restricted to use as single family dwelling lots. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the lots restricted to residential purposes, nor shall any noxious or offensive activity be carried on upon any of the property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, except for a reasonable period during actual construction of a residence or structure. No trailer, tent, shack or other structure shall be erected or used upon any of the property and in no event shall such structure be used as living quarters, temporary or permanent. However, for a period of two years from the date the County issues the first Certificate of Occupancy, the developer shall be exempt from this restriction.
2. **MANUFACTURED HOUSING:** No mobile homes, or modular homes shall be placed on these lots. Homes of log construction are not permitted. No structures will be permitted on stilts or piers.
3. **SQUARE FOOTAGE, SETBACKS, MATERIAL:** Minimum house square footage shall be 1200 square feet of enclosed heated living area together with an enclosed double car garage which shall be attached or detached. Construction of houses must be completed within six months from commencement. No fencing used on said lots shall be made of barbed wire, hog wire, chicken wire or like material. No fencing shall be used in the front yard of any residence. No fence shall be permitted upon the property which is over six feet in height in the back of the main structure.
4. **EASEMENTS:** All easements disclosed on the plat of Larkspur Vista Subdivision recorded in Map Book 28 at Pages 38 and 39 of the Public Records of St. Johns County, Florida shall be perpetual in duration and are incorporated herein by reference.

Easements shall be defined as easements for installation, construction, reconstruction, maintenance, repair, operation and inspection of roads, sewer, water, drainage, electric, gas, telephone, cable television, or other necessary utilities unless otherwise described on the plat.

The Declarants, at all times, shall have the right to ingress and egress over the aforesaid easements.

No structure, planting, or other material shall be placed or permitted to remain which may cause inaccessibility for maintenance or utilities within said easements. No fencing shall be permitted within the easements to be used for road and drainage construction. The landscaping and maintenance of the easement area, however, shall be maintained by the owner of the property.

5. **MAINTENANCE OF EASEMENTS AND RETENTION AREAS:** "Lake" shall mean and refer to the retention area shown upon the recorded subdivision plat of the properties and additional contiguous land made subject to this declaration.

All drainage and utility easements shall be maintained by the owners of the lots on which the easements exist.

All public right of ways shall be maintained to the pavement by the abutting property owners.

Each property owner shall be responsible for maintaining the retention and/or lake front area that abuts his property.

6. **FUEL TANKS:** All fuel tanks to be installed on the property shall either be underground or screened from view at the rear of the building or lot.
7. **DRIVEWAYS AND CULVERTS:** All driveways shall be continuous from the pavement of the street to all garages, whether detached or attached, and shall be constructed of concrete. Each lot prior to construction or lot clearing shall install a culvert to St. Johns County specifications with concrete headwalls.
8. **MINING:** No drilling or mining operation shall be carried on or permitted upon any lot with the exception of drilling for water purposes for yard maintenance use only.
9. **SIGNS:** No commercial sign of any nature, except on professional sign of not more than one (1) square foot, shall be erected or permitted to remain on any lot which is restricted to residential use herein. One additional sign not to exceed eighteen (18) inches square may be used to advertise property for sale or rent. For a period of three (3) years from the date the first Certificate of Occupancy is issued by St. Johns County, the developer shall be exempt from this restriction. All signs are subject to Architectural Control Board approval.
10. **NUISANCES:** All homes, structures, fences, lawns, etc. shall be maintained in a neat and orderly manner at all times. Unused parked vehicles, refuse piles, debris, trash, scrap metal or other unsightly objects will not be permitted. All exterior garbage containers shall be screened from view of adjoining property owners and streets.
11. **ANIMALS:** No animals, birds, or fowl shall be kept or maintained on any part of the property except dogs, cats, and pet birds, which may be kept thereon in reasonable numbers not to exceed a total of four (4), as pets, for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets must be kept under control at all times and the owner must license those animals required to be licensed by St. Johns County ordinance. All dogs when outside the confines of the owners parcel, must be on a leash. Dog pens and runs are prohibited. Dog houses over three (3) feet

in height and more than ten (10) square feet in area shall be considered structures. All dog houses must be placed to the rear of the home.

12. **CLOTHESLINES:** No clotheslines shall be placed where they can be viewed from the street.
13. **CORNER LOTS AND LOTS WITH VIEW OF BACK YARD:** No fences shall be constructed nor shall any recreational vehicle or boat be parked on corner lot or any lot which back or side yard abuts a street except within the building set back lines.
14. **LANDSCAPING:** Each residence, prior to occupancy shall be sodded from the front of the structure to the side lines to the edge of the paved street and have at least twenty (20), three (3) gallon plants in the front yard of structure.
15. **TRAILERS:** Mobile homes will not be allowed under any conditions. Recreational motor vehicles of any nature shall be kept on or stored in the rear of the property.

No boats or canoes, on or off trailers, may be parked on any part of the property except in the rear of the structure. These prohibitions also apply to the common areas. Pickup trucks up to 3/4 ton, may be parked on the property unless such vehicle is unsightly or used as a work vehicle, in which case the vehicle shall be stored or kept in the garage.
16. **CONDITION OF VEHICLES:** A vehicle, whether self propelled or not, permitted to remain on any lot shall be kept in a licensed and operable condition. Any vehicle, whether self propelled or not, shall be parked in such a manner that it is not a nuisance, aesthetically or otherwise, to other residents. Vehicles shall not be parked on any road or street. The provisions of this paragraph shall not apply during the time of any construction by developer or any other builder.
17. **AERIALS:** Exterior radio and television aerials and satellite dishes for reception of commercial broadcasts are allowable, subject to the approval by the Architectural Control Board of the size and location of said satellite dish and aerials. Said satellite dish & aerials to be placed within the building set back lines of the rear or sidelines, no dish or aerial may be placed in the front of the home to the street. Said satellite dish and aerials to be placed within the building setback lines of the rear yard.
18. **ENTRANCE SIGN:** The Association shall maintain the entrance sign, if any.
19. **CHANGES IN ELEVATION:** No changes in elevations of 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 Grantor.

20. **SURFACE WATER AND STORM WATER DRAINAGE:** There shall be no draining or artificial altering in the course of the natural flow of water. The surface water or stormwater management system is defined as a system which is designed and constructed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District (SJRWMD) and/or the St. Johns County Public Works Department (SJCPWD). The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or, if modified, as approved by the SJRWMD or SJCPWD.

The SJRWMD and the SJCPWD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

21. **ARCHITECTURAL CONTROL BOARD:** The Architectural Control Board, hereinafter referred to as the "Board", shall be composed of three (3) members so designated from time to time by the following:

All three (3) members shall be appointed by the developers or its appointee. Developer shall, at its discretion, have the right to remove any member of the Architectural Control Board and to appoint a new member to fill the vacancy.

Except as hereinafter provided, the unanimous vote of the membership of the Board shall be required in order to adopt or promulgate any rule or regulation, or make any findings, determinations, ruling, or order. A majority vote is required to issue any permit, authorization, or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in these Sections, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Board, and individual member of the Board, so designated by the Board, shall be authorized to exercise full authority granted herein to the Board. Written approval by such designated member of any plans and specifications submitted or the granting of any

approval, permit, or authorization by such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, providing, however, that in any such case, any applicant or such approval, permit, or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Control Board. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Control Board. Thereafter, the decision of a majority of the member of the Architectural Control Board with respect to such matter shall be final and binding.

A. APPROVAL REQUIRED: No structure shall be commenced, erected, placed, moved onto or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereon, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Board, but, in any event shall include: (i) a site plan for the parcel showing nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular parcel including proposed front, rear and side setbacks and free spaces, if any are proposed, of all streetcars, the location thereof, with reference to structures on adjoining portions of the property and the location of driveways and turnarounds on the parcel; (ii) a clearing plan for the particular parcel showing the location of sanitary sewer service lines, or septic tank and drainfield, and other such information required by the Board; (iii) a drainage plan; and (iv) a plan for landscaping.

B. BASIS FOR DISAPPROVAL OF PLANS: The Board shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

1. Failure of such plans or specifications to comply with any of the restrictions;
2. Failure to include information in such plans and specifications as may have been reasonably requested;
3. Objection to the exterior design, appearance, or materials of any proposed structure;
4. Incompatibility of any proposed structure or use with existing structures or uses upon other parcels in the vicinity;
5. Objections to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity.

6. Objections to the site plan, clearing plan, drainage plan or landscaping plan for any parcel;
7. Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structures;
8. Failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the parcel; or
9. Any other matter which, in the judgment of the Board would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the property or with structures or uses located upon other lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) months is extended by agreement with the Board in which event the extended period of time shall be applicable.

In any case where the Board shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Board shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

- C. **RETENTION OF COPY OF PLANS:** There shall be two (2) complete sets of the plans and specifications submitted and upon approval by the Board of any plans and specifications submitted hereunder, a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.
- D. **EFFECT OF APPROVAL AND DISAPPROVAL; TIME FOR APPROVAL:**
The Board may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on parcels, including without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Board at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the board to approve or disapprove any feature or matter subject to approval, or to waive the exercise for the Board's discretion as to any such matter. No change of policy shall effect the finality of any approval granted prior to such change. Approval for use on any parcel of any plans or specifications, shall not be deemed a waiver of the Board's right, in its discretion to disapprove

such plans or specification or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any parcel or parcels. Approval of any such plans and specifications relating to any parcel, however shall be final as to that parcel and such approval may not be revoked or rescinded thereafter, provided; (i) that the structures of uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the restrictions; and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the parcel in question.

In the event that the Board fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been disapproved, as submitted, and further action shall be required.

E FAILURE TO OBTAIN APPROVAL OR VIOLATIONS: If any structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, otherwise than in accordance with plans and specifications approved by the Board pursuant to this Section E, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Section E, and without the approval required herein and upon written notice from the Board, any such structure so altered, erected, placed, or maintained upon any parcel in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If, fifteen (15) days after receipt of the written notice of such violation, the owner of the parcel upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Board shall have the right, through its agents and employees, to enter upon such parcel and to take such steps as may be necessary to distinguish such violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this Section E shall not be valid as against a bona fide purchaser or bona fide mortgage of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in St. Johns County, Florida prior to the recordation among the Public Records of St. Johns County, Florida of the deed or mortgage conveying the parcel in question to such purchaser or subjecting the same to a mortgage.

F. CERTIFICATE OF COMPLIANCE: Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Board, upon written request by the owner, the Board, shall issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the parcel on which such structure is placed, stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have

been approved and that such structure complies with the requirements of the Board. Preparation and recording of such certificate shall be at the expense of such owner. Any Certificate of Compliance issued in accordance with the provisions of this Section F shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the parcel, and the use or uses described therein comply with all the requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

G. INSPECTION AND TESTING RIGHTS: Any agent of the Board may at any time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and the Board or any such agent shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of sanitary sewer lines, each owner agrees to notify the Board prior to its installation of the sanitary sewer service lines both before and after backfill, and to permit such inspection and testing thereof as is required by the Board.

H. WAIVER OF LIABILITY: Neither the Board nor any Architect or agent thereof, nor Developer or any agent or employee of the Developer, shall be responsible in any way for any failure of structures to comply with requirements of this Declaration. Although a Certificate of Compliance has been issued, all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section H for any cause arising out of the matters referred to in this Section H and further agree to and do hereby release said entities and persons for any and every such cause, including defects in plans and specifications and any structural defects in plans and specifications and any structural defects in any work done according to such plans and specifications.

22. **ENFORCEMENT:** In the event of a violation of these covenants, it shall be lawful for the declarants, or any person or persons owning a parcel within the land described, to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same
23. **SEVERABILITY:** If any one or more of these restrictions should be declared invalid in a court of competent jurisdiction, the remaining restrictions not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

ENFORCEMENT OF THESE RESTRICTIONS shall be by proceedings at law or in equity against person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in

any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceedings in addition to any other relief granted.

IN WITNESS WHEREOF, the Declarant has executed these Declarations of Covenants, Conditions, and Restrictions this 3rd day of August, 1995

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness

By: [Signature]
Melvine D. McCall

[Signature]
Witness

State of Florida
County of St. Johns

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to the acknowledgment, personally appeared

Melvine D. McCall

to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 3rd day of August, 1995

ANITA M. ROBERTS
Notary Public, State of Florida
My comm. expires May 4, 1999
Comm. No. CC 459640

[Signature]