

DECLARATION OF RESTRICTIONS  
OCEAN WALK SUBDIVISION, Unit II

KNOW ALL MEN BY THESE PRESENTS that we, PARKVIEW DEVELOPMENT LTD., a Florida Limited Partnership, being the owners, in fee, all of the property known and described as OCEAN WALK SUBDIVISION, UNIT II, as appearing in Map Book 16, Page 34, Public Records of St. Johns County, Florida, do hereby make, constitute and declare the following Declaration of Restrictions as to all lots contained within said Subdivision, which Restrictions shall be construed as a covenant running with the land:

PART A. RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

A-2. ARCHITECTURAL CONTROL. No building, structure, towers, antennae, aerials, or other improvements, detached or otherwise, 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 finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Part B.

A-3. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-5. 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 platted size. In any event, not more than one residence per recorded lot is permitted.

A-6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-7. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-8. No tree of more than six inches in diameter at the base shall be cut without first obtaining approval of the Architectural Control Committee.

A-9. No horses, mules, ponies, donkeys, burrows, cattle sheep, goats, swine, rodents, reptiles, pigeons, game birds, game fowl, or poultry shall be kept, permitted, raised or maintained on any building lot or a portion thereof. Not more than two dogs or two cats, nor more than four domestic pets (animals) may be kept on a single building lot for the pleasure and use of the occupants. No commercial breeding of such pets is permitted.

A-10. 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 attached to the main residence. 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 services and solely for such purposes.

A-11. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities, water, sewer, cable television and electricity are reserved by owner.

**PART B. ARCHITECTURAL CONTROL COMMITTEE**

B-1. MEMBERSHIP. The architectural control committee is composed of Edward Burkhardt, Lee Pickard and Richard Hausen, all of St. Augustine, Florida.

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, and must appoint such successor in writing within 45 days of the vacancy. 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 75% of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or fill a vacancy if such vacancy has not been timely filled by the committee.

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 then related covenants shall be deemed to have been fully 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has 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. SEVERABILITY. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of September, 1984.

PARKVIEW DEVELOPMENT, LTD.  
by: Parkview Development Co., Inc.  
it's General Partner

by: Edward L. Burkhardt  
Edward L. Burkhardt  
it's President

Witnesses:

Patricia A. Willis  
Patricia A. Willis



Attest: Virginia Lee Pickard  
Virginia Lee Pickard (Secretary)

Witnesses:

Patricia A. Willis  
Patricia A. Willis

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me personally appeared EDWARD L. BURKHARDT AND VIRGINIA LEE PICKARD to me known to be the President and Secretary respectively of PARKVIEW DEVELOPMENT CO., INC., General Partner of PARKVIEW DEVELOPMENT, LTD., the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation executed the same; then and there the said EDWARD L. BURKHARDT and the said VIRGINIA LEE PICKARD did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 6th day of September, 1984.

Patricia A. Willis  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires July 14, 1985

Prepared by:  
Edward L. Burkhardt  
P.O. Box 3772  
St. Augustine, FL 32085

SEP -6 1984

Patricia A. Willis  
Notary Public

73 8735

This instrument was prepared by:  
Harold B. Wahl, Leftin and Wahl  
414 Fla. Title Bldg., Jacksonville  
Florida 32202

REF 240 PAGE 401

RESTRICTIVE COVENANT

Now comes FLAGLER SYSTEM, INC., a Florida corporation,  
and by this instrument formally restricts the present and future  
use of the following property owned by it:

The Westerly 540 feet of the property owned by  
Flagler System, Inc. in the City of St. Augustine  
Beach, Florida (adjoining the subdivision known  
as Woodland) lying approximately 1320 feet along  
Mickler Road between 16th Street and Pope Road  
(being a part of Government Lot 2, Section 34,  
Township 7 South, Range 30 East, St. Johns County  
Florida)

to single family residences, with necessary streets, easements,  
drainage and other appurtenances, generally comparable to R-1-A  
zoning of the City of St. Augustine Beach, Florida, as presently  
in effect.

It is the intent of this Restrictive Covenant to bind  
not only Flagler System, Inc., the present owner, but all future  
owners claiming title by, through, or under it.

IN WITNESS WHEREOF Flagler System, Inc. has executed  
this instrument this October 1, 1973.

Witnesses:

*Robert H. Miller*  
*[Signature]*

FLAGLER SYSTEM, INC.

By *[Signature]*  
President

ATTEST:

*[Signature]*  
Secretary

STATE OF FLORIDA }  
COUNTY OF ST. JOHNS }

I hereby certify that on this day personally appeared  
before me, the undersigned officer, JAMES L. MYERS and HAROLD B.  
WAHL, known to me to be the President and Secretary respectively  
of Flagler System, Inc. and acknowledged that they executed the  
foregoing instrument on behalf of and under due authority from  
Flagler System, Inc.

IN WITNESS WHEREOF I have hereunto set my hand and seal  
at St. Augustine, St. Johns County, Florida, this 1st day of  
October, 1973.

FILED AND RECORDED IN  
PUBLIC RECORDS OFFICE  
ST. AUGUSTINE, FLORIDA

SEP 4 10 27 AM '73



*[Signature]*  
Notary Public, State of Florida  
at Large

My Commission expires:

Notary Public, State of Florida at Large  
My Commission expires Nov. 23, 1973

11-29-75