

KNOW ALL MEN BY THESE PRESENTS: That the undersigned James E. Dimsdale, General Partner of OLDE TYME ACRES, LTD., a Florida limited partnership, being the owner of all lots in that subdivision known as OLDE TYME ACRES, as per plat thereof recorded in Map Book 19, pages 70, 24, 22, public records of St. Johns County, Florida, does hereby covenant and agree to and with all persons firms or corporations hereafter acquiring any property or lots shown upon said plat of said subdivision known as OLDE TYME ACRES, that the lots therein are subject to the following restrictions as to the use thereof, running with said property by whomever owned, to-wit:

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, nor shall any mobile home be placed, altered or permitted to remain on any lot other than one detached single-family dwelling or mobile home used as a single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. DWELLING SIZE.

(a) CONVENTIONAL DWELLINGS. No conventional dwelling shall be permitted on any lot which shall have a ground floor area of the main structure, exclusive of one-story opened porches and of garages, whether or not totally enclosed, of less than 950 square feet. If any conventional dwelling is constructed of a type other than masonry construction, it shall be painted on the exterior with two coats of paint. Any conventional dwelling shall have a tiled, shingled or gravelled roof.

(b) MOBILE HOMES. No mobile home having a width of less than 12 feet may be placed on any lot unless the mobile home is not less than 60 feet in length. A mobile home having a width of up to 14 feet but not less than 12 feet may be placed on any lot if the mobile home equals or exceeds 50 feet in length. A mobile home having a width in excess of 14 feet may be placed on any lot regardless of its length if that mobile home is placed on said lot in compliance with all of the other terms and conditions contained herein relating to mobile homes. No mobile home which is more than four (4) years old may be placed on any lot without the prior written approval of the undersigned or of his designated representative. For purposes of this covenant, the age of a mobile home shall be determined conclusively by the year shown as the model year on the certificate of title thereto. Any mobile home placed on any lot shall be totally underskirted not later than 180 days after its placement on the lot.

3. BUILDING LOCATION. No improvement of any type shall be constructed on any lot within the areas designated for easements on the plat or designated as easements by any term hereof. A conventional single-family residence shall not be located on any lot nearer than 30 feet to the lot line abutting a street nor nearer than 10 feet to the side lot lines. In the case of corner lots, no conventional single-family residence shall be located closer than 30 feet to the lot line abutting one of the streets and 25 feet to the lot line abutting the other street. No mobile home shall be placed on any lot nearer than 35 feet to the lot line abutting a street, regardless of whether the lot is a corner lot, and no mobile home may be placed on any lot nearer than 10 feet to the side lot line.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved within that portion of each lot which lies within five feet, as measured

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by a perpendicular line, from any lot line. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The owners of the lots in the subdivision for themselves, their heirs, their personal representatives and assigns, waive any and all claims for damages caused by the construction, maintenance or repair of any facilities within the easement against the undersigned, and the owners of the lots covenant and agree to hold the undersigned harmless from any such claims.

5. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot, nor shall any mobile home be placed or altered on any lot until the construction plans and specifications and any plan showing the location of the structure have been approved by the undersigned 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. Neither the undersigned nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the undersigned, or his designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall not be required and this covenant shall be deemed to have been fully complied with. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the designation of the person

or persons whose approval is required hereunder.

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 any annoyance or nuisance to the neighborhood.

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

8. SEWAGE DISPOSAL. All sewage disposal shall be by septic tank or other sewage treatment method approved by the State of Florida, Department of Rehabilitative Services, Division of Health.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign not more than one square foot in size shall be permitted upon any lot upon which a single-family residence (conventional or mobile) is located and occupied designating the owner or occupant of the single-family residence, and except one sign of not more than four square feet designating that the property is for sale or for rent or designating the name of the builder of any single-family residence during that period of time in which the single-family residence is under construction.

10. FUEL TANKS. Any tank used or designed for the storage of petroleum products shall be located in such a manner that the primary structure occupying the lot lies between the tank and the lot line abutting a street.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for refuse. Trash, garbage or

other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No excavation of soil shall be permitted on or in any lot.

12. ZONING ORDINANCE. It is the intent of the undersigned that all provisions of the Zoning Ordinance of St. Johns County, Florida, shall apply in the event that any requirements of said Zoning Ordinance are more restrictive than the particular requirements set forth herein.

13. ANIMALS, LIVESTOCK & POULTRY. No swine shall be raised, bred or kept on any lot. No other animals shall be maintained on any lot for any commercial purpose.

14. VEHICLES. No immobile or junked vehicles, regardless of whether the motor shall have been removed, may be kept or maintained on any lot. For the purposes of construction of this provision, an immobile or junked vehicle is defined as any motor vehicle which does not have placed thereon a current motor vehicle license tag or a motor vehicle from which any or all of the wheels have been removed.

15. HOMEOWNERS' ASSOCIATION. Every owner of a lot shall be a member of the OLDE TYME ACRES HOMEOWNERS' ASSOCIATION, in said Homeowners' Association is formed by OLDE TYME ACRES, LTD., for the purpose of maintaining the drainage ditches and easements situated upon the property described on the plat of OLDE TYME ACRES subdivision, excepting those drainage ditches and easements maintained by St. Johns County. Membership in said Homeowners' Association shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of title to the lot. The affairs of said Homeowners' Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than

three (3) no more than five (5) members, the exact number to be determined by the members of the association prior to the vote therefor. Such Directors shall be elected annually by all of the members entitled to vote.

16. ASSESSMENTS. Every owner of a lot within the OLDE TYME ACRES subdivision, by acceptance of a deed or other conveyance of title to such lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to said Homeowners' Association an annual assessment which shall be used to pay for the maintenance, repair, servicing and improvement of the drainage ditches and easements situated in the property described on the subdivision plat of OLDE TYME ACRES. The amount of said annual assessment shall be fixed by the Board of Directors on January 15th of each year, and shall be payable without interest, so long as payment is not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to each owner, but the failure to give such notice shall not invalidate any otherwise proper assessment.

17. LIEN FOR ASSESSMENTS. All sums assessed to any lot, together with interest at the maximum rate allowed by law, and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a lien on such lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage encumbering such lot. All other lienors acquiring liens on any lot after these covenants are recorded are deemed to consent that such liens are inferior to the lien established by these restrictive covenants, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of these restrictive covenants constitutes constructive notice to all subsequent purchasers and creditors of the existence of the Association's lien and its priority.

18. FORECLOSURE. The lien for all sums assessed pursuant to these restrictive covenants may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the owner is required to pay all costs and expenses of foreclosure, including reasonable attorney fees.

19. ENFORCEMENT. OLDE TYME ACRES, LTD., the Association or any owner has a right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, and liens now or hereafter imposed by or pursuant to the provisions of these restrictive covenants. In the event the Association, or OLDE TYME ACRES, LTD., is the prevailing party in any litigation involving the enforcement of those restrictive covenants, or if an owner obtains the enforcement of any provision of same against any owner, other than OLDE TYME ACRES, LTD., then such prevailing party may recover all costs and expenses, including reasonable attorney fees incurred in enforcing these restrictive covenants against such owner.

20. SEVERABILITY. In validation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

21. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 15, 1999, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned hereby sets his hand
and seal this 2nd day of July, 1986.

OLDE TYME ACRES, LTD.

By James E. Dimsdale
Its General Partner


STATE OF FLORIDA; COUNTY OF ST. JOHNS:

BEFORE ME personally appeared James E. Dimsdale, as General
Partner of OLDE TYME ACRES, LTD., to me well known and known to
me to be the person named in and who executed the foregoing
instrument as such officer, and he acknowledged before me that
he executed the same freely and voluntarily as the act and deed
of said limited partnership being thereunto duly authorized.

WITNESS my hand and seal at St. Augustine, Florida, this
2nd day of July, 1986

Robert H. Klein
Notary Public, State of Florida

My Commission Expires: 3/31/90



FILED
JUL 10 1986
ST. JOHNS COUNTY
CLERK OF COURT

RESTRICTIVE COVENANTS APPERTAINING TOOLDE TYME ACRES, LTD.**90 31596**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned James E. Dimsdale, General Partner of OLDE TYME ACRES, LTD., a Florida limited partnership, being the owner of all lots in that subdivision known as OLDE TYME ACRES, as per plat thereof recorded in Map Book 22, pages 17, public records of St. Johns County, Florida, does hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any property or lots shown upon said plat of said subdivision known as OLDE TYME ACRES, that the lots therein are subject to the following restrictions as to the use thereof, running with said property by whomsoever owned, to-wit:

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, nor shall any mobile home be placed, altered or permitted to remain on any lot other than one detached single-family dwelling or mobile home used as a single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. DWELLING SIZE.

(a) CONVENTIONAL DWELLINGS. No conventional dwelling shall be permitted on any lot which shall have a ground floor area of the main structure, exclusive of one-story opened porches and of garages, whether or not totally enclosed, of less than 950 square feet. If any conventional dwelling is constructed of a type other than masonry construction, it shall be painted on the exterior with two coats of paint. Any conventional dwelling shall have a tiled, shingled or gravelled roof.

(b) **MOBILE HOMES.** No mobile home having a width of less than 12 feet may be placed on any lot unless the mobile home is not less than 60 feet in length. A mobile home having a width of up to 14 feet but not less than 12 feet may be placed on any lot if the mobile home equals or exceeds 50 feet in length. A mobile home having a width in excess of 14 feet may be placed on any lot regardless of its length if that mobile home is placed on said lot in compliance with all of the other terms and conditions contained herein relating to mobile homes. No mobile home which is more than four (4) years old may be placed on any lot without the prior written approval of the undersigned or of his designated representative. For purposes of this covenant, the age of a mobile home shall be determined conclusively by the year shown as the model year on the certificate of title thereto. Any mobile home placed on any lot shall be totally underskirted not later than 180 days after its placement on the lot.

3. **BUILDING LOCATION.** No improvement of any type shall be constructed on any lot within the areas designated for easements on the plat or designated as easements by any term hereof. A conventional single-family residence shall not be located on any lot nearer than 30 feet to the lot line abutting a street nor nearer than 10 feet to the side lot lines. In the case of corner lots, no conventional single-family residence shall be located closer than 30 feet to the lot line abutting one of the streets and 25 feet to the lot line abutting the other street. No mobile home shall be placed on any lot nearer than 35 feet to the lot line abutting a street, regardless of whether the lot is a corner lot, and no mobile home may be placed on any lot nearer than 10 feet to the side lot line.

4. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved within that portion of each lot which lies within five feet, as measured

by a perpendicular line, from any lot line. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The owners of the lots in the subdivision for themselves, their heirs, their personal representatives and assigns, waive any and all claims for damages caused by the construction, maintenance or repair of any facilities within the easement against the undersigned, and the owners of the lots covenant and agree to hold the undersigned harmless from any such claims.

5. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot, nor shall any mobile home be placed or altered on any lot until the construction plans and specifications and any plan showing the location of the structure have been approved by the undersigned 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. Neither the undersigned nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the undersigned, or his designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall not be required and this covenant shall be deemed to have been fully complied with. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the designation of the person

or persons whose approval is required hereunder.

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

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three (3) no more than five (5) members, the exact number to be determined by the members of the association prior to the vote therefor. Such Directors shall be elected annually by all of the members entitled to vote.

16. ASSESSMENTS. Every owner of a lot within the OLDE TYME ACRES subdivision, by acceptance of a deed or other conveyance of title to such lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to said Homeowners' Association an annual assessment which shall be used to pay for the maintenance, repair, servicing and improvement of the drainage ditches and easements situated in the property described on the subdivision plat of OLDE TYME ACRES. The amount of said annual assessment shall be fixed by the Board of Directors on January 15th of each year, and shall be payable without interest, so long as payment is not more than fifteen (15) days delinquent. Written notice of such assessment shall be given to each owner, but the failure to give such notice shall not invalidate any otherwise proper assessment.

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IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY SETS HIS HAND AND SEAL

this 1st day of October, 1990.

OLDE TYME ACRES, LTD.

By: James E. Dimsdale
It,s General Partner

STATE OF FLORIDA; COUNTY OF ST. JOHNS:

BEFORE ME personally appeared James E. Dimsdale, as General Partner of OLDE TYME ACRES, LTD., to me well known and known to me to be the person named in and who executed the foregoing instrument as such officer, and he acknowledged before me that he executed the same freely and voluntarily as the act and deed of said limited partnership being thereunto duly authorized.

1st WITNESS my hand and seal at St. Augustine, Florida, this day of OCTOBER, 1990

Myra C. Gail
Notary Public, State of Florida

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
September 7, 1992



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

90 DEC 17 AM 8:30

Paul "Buck" Munkie
CLERK OF CIRCUIT COURT

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