

PRESIDENTIAL GARDENS

O.R. 842 PG 0533

89 31474

RESTRICTIVE COVENANTS

unrecorded plat of Roosevelt Terrace

Know all men by these presents; That the undersigned James E. Dimsdale and Moreau P. Estes, V, are co-owners each with an undivided one half interest in all Lots in Blocks 2,13,14,15, and 21, also Lots 15, 16, 17, & 18 in Block 1, and Lots 2, 3, 4, 5, 6, & 7, Block 16 of that unrecorded plat known as Roosevelt Terrace, Section 3, Township 7-S, Range 29-E, St. Johns County, Florida.

That the lots therein are subject to the following restrictions as to the use thereof, running with said property by whosoever 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 on any lot other than one detached single-family dwelling used as a single-family dwelling. No single-wide or double-wide mobile home units will be permitted.
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 on the lot shall have been approved by the undersigned as to quality of workmanship with respect to topography and finish grade elevation. Neither the undersigned nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the undersigned, or their designated representative, fails to approve or disapprove within thirty (30) 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.
3. **DWELLING SIZE:**  
No conventional dwelling shall be permitted on any lot which shall have a ground floor area of the main structure, exclusive of one-story open porches and of garages, whether or not totally enclosed, of less than 960 square feet. Any conventional dwelling shall have a tile, shingled or metal roof.
4. **DRIVEWAY:** Each lot upon which a home is situated shall be improved with a Culvert and a driveway composed of "hardpan" or better quality surface.
5. **LANDSCAPING:** Each lot upon which a home is situated shall be tastefully improved with bushes, shrubs, and/or trees. In so far as lots must be cleared for the placement of a dwelling and improvements, there must remain after said clearing a minimum of twelve (12) trees, four (4) inches in diameter and larger, evenly distributed on the lot. In addition there shall remain uncleared a minimum of five (5) feet of "natural growth" on the rear property line as a buffer. The abovementioned twelve (12) trees shall not be included in the "natural growth" buffer area.
6. **UTILITY SHEDS:** Utility sheds and/or other out buildings used for storage purposes shall be situated in the backyard near the rear and a side property line.

- 7. ANIMALS, LIVESTOCK, AND POULTRY:
  - A. All dogs must be kept either on a chain or in a fenced yard, and not allowed to run loose in the subdivision.
  - B. No Swine or livestock of any classification shall be allowed.
  - C. No chickens, turkeys, ducks, or other fowl, shall be allowed.
- 8. 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, including but not limited to major rehabilitation of cars and/or trucks.
- 9. 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.
- 10. CLOTHES LINES: All clothes lines must be installed at a location as to be out of view of the public and passersby.
- 11. 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.
- 12. GARBAGE OR RUBBISH: Garbage and rubbish shall not be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulation of the collection company. At all other times, such receptacles shall be placed on the lot so as not to be visible from the street.
- 13. 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. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the owner to enforce any covenant or restriction or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the owners of those or other provisions of these restrictive covenants.

PRESIDENTIAL GARDENS

BY James E. Dimsdale

BY Morse P. Estes, V.

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OFFICE OF THE CLERK OF  
DISTRICT COURT, 1ST DISTRICT, FLA.

89 DEC 29 PM 4:54

Clara M. Mink  
CLERK OF DISTRICT COURT