

SANDPIPER VILLAGE  
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS John A. Hart is now the owner of all residential lots (lots 1 thru 44) shown on the plat of Sandpiper Village according to the plat recorded in Plat Book 12 Pages 90 and 91 of the public records of St. Johns County, Florida; and

WHEREAS, since said John A. Hart is developing said subdivision known as Sandpiper Village, said owner is desirous of placing certain covenants and restrictions upon the use of all residential lots (lots 1 thru 44) shown on said plat, and is desirous that said covenants shall run with the land for a period of not less than 25 years.

NOW, THEREFORE, for and in consideration of the premises and of other good and valuable considerations the said John A. Hart for himself and his heirs legal representatives successors and assigns, does hereby restrict the use, as hereafter provided, of all said residential lots (lots 1 thru 44) included in said plat of Sandpiper Village and does hereby place upon said land the following covenants and restrictions to run with the land. The grantees of all deeds conveying any lot or lots and their successors in title shall be deemed by the acceptance of such deeds to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions 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. The height of the residence on any building lot shall not be more than one story above the normal surface of the ground. (A split-level, "A" frame or other residence which exceeds in height the normal height of a one story residence shall be deemed to be more than one story above the normal surface of the ground and shall not be permitted). However, off-grade construction is permitted with floor level three feet above the existing ground level to facilitate crawl space and to meet certain criteria of the Department of Natural Resources, Bureau of Beaches and Shores, State of Florida.

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. Approval shall be as provided in Part B.

A-3 DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$30,000 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 be less than 1500 square feet.

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 three quarters 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 7.5 feet to any side lot line. No building shall be located nearer than 25 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, debris, 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, burros, 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 any 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 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 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 service and solely for such purposes.

A-10 EXCEPT AS OTHERWISE PERMITTED HEREIN; no sign of any character shall be displayed or 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 not be more than four feet above the surface of the ground and shall be limited to one sign to the property. The Developer or Association may enter upon any building lot and remove and destroy any sign which does not meet these provisions.

A-11 NO RADIO OR TELEVISION AERIALS nor any other exterior electric or electronic equipment of any kind shall be installed or maintained on the exterior of any structure located on a building lot or any portion of a building lot not occupied by a building or other structure.

A-12 TRAILERS, GARAGES OR ANY OUTBUILDINGS of any kind, even if otherwise permitted hereunder, shall at no time be used as a residence either permanently or temporarily.

Part B BEACH ACCESS

B-1 TRACT "C" as shown on the recorded plat is so designated as a walking accessway to the beach. Other than a raised walkway, no construction is permitted. A perpetual easement over and across said described land is granted to all property owners in Sandpiper Village. Said easement includes all owners of lots 1 thru 44 including owners of tracts A and B. Upon completion of 23 sales of lots, said tract "C" shall be deeded to Sandpiper Improvement Association of which said lot owners and their heirs, legal representatives, successors and assigns, and all owners of lots in Sandpiper Village from time to time shall be equal owners.

Part C ARCHITECTURAL CONTROL COMMITTEE

C-1 MEMBERSHIP The architectural control committee is composed of John A. Hart, Craig Thorn, AIA and Rudy White.

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. 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.

C-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 fully complied with.

Part D GENERAL PROVISIONS

D-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 successive periods of 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.

D-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.

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

Gertrude B. Nickles

Clara C. DeVane

John A. Hart  
OWNER

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me personally appeared John A. Hart to me well known and known to me to be the individual described in and who executed the foregoing and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 16<sup>th</sup> day of  
September, 19 76.



Gertrude B. Nickles  
Notary Public State of Florida at Large  
My commission expires: 9-2-79

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

SEP 16 1 06 PM '76

Oliver T. Smith  
CLERK CIRCUIT COURT



91 4720

## DECLARATION OF COVENANT &amp; RESTRICTIONS

WHEREAS, ROBERT G. BIEREI & DORIS M. WESNER BIEREI, hereinafter called "Owner", is the owner of the land; more particularly described as follows, to wit:

ALL that piece or parcel of land in the County of St. Johns, Florida, more particularly bounded and described in accordance with a survey prepared by Loren N. Jones registered land surveyor, dated December 19, 1990 as follows:

LOT 16, SANDPIPER VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 90 & 91, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

WHEREAS, the Owner, in order maintain the value and integrity of lands described herein, desires to subject lands to the covenant and restriction hereinafter set forth each and all of which are hereby declared to be for the benefit of each and every owner of any and all parts thereof and/or their successors or assigns;

NOW, THEREFORE, the Owners and any successors and assigns hereby impose the covenant and restriction hereinafter described which shall run with the title to said lands and grantee of any deed conveying said land or any part thereof should be deemed by the acceptance of such deed to have agreed to such covenant and restriction and to have covenanted to observe, comply with, and to be bound by such covenant and restriction as follows:

1. The seaward covered deck attached to the single-family dwelling was not designed as a habitable major structure and shall not be modified, repaired or added to so as to form a habitable room or addition; Permit # 55-422.

A. Said covenant and restriction shall be enforceable by the Department of Natural Resources of the State of Florida.

IN WITNESS WHEREOF, this Declaration of Covenant & Restriction has been executed this 25 th day of FEBRUARY, 19 91.

E. B. Meade  
Witness

Doris M. Bierer  
DORIS M. BIEREI

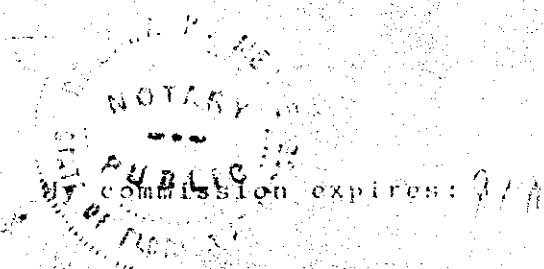
Baron M. Meade  
Witness

Robert G. Bierer  
ROBERT G. BIEREI

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY, that on this 25 th day of FEBRUARY, 19 91, before me personally appeared DORIS M. & ROBERT G. BIEREI, to me known to be the person described herein and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and seal this 25 th day of FEBRUARY, 19 91.



E. B. Meade  
NOTARY PUBLIC  
STATE OF FLORIDA

ST. JOHNS COUNTY  
CLERK OF COURT

9 FEB 26 1991

CLERK OF COURT

Public Records of  
St. Johns County, FL  
Clerk# 01-049210  
O.R. 1654 PG 520  
03:29PM 09/24/2001  
REC \$21.00 SUR \$3.00

**Certificate of Amendment**  
as to the complete restatement of the  
**SANDPIPER VILLAGE**  
**COVENANTS AND RESTRICTIONS**

We hereby certify that, at the Special Members Meeting of Sandpiper Improvement Association, Inc. held on September 13, 2001 held at St. Augustine Beach City Hall, located in St. Johns County, St. Augustine, Florida, the complete restatement of the Sandpiper Village Covenants and Restrictions attached hereto and made a part hereof (said original Covenants recorded at OR 314 Page 457 and restated at OR 316 Page 340 of the Public Records of St. Johns County, Florida and as thereafter amended) received sufficient affirmative votes to pass the restatement as required by Part D-1 of the original Covenants, and that as a result of the foregoing, and proper notice having been given, said restatement has been duly adopted pursuant to the aforementioned provisions of the governing documents of Sandpiper Village..

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 18th day of September, 2001, at St. Augustine, Florida.

Sandpiper Improvement Association, inc.  
Sandpiper Drive, St. Augustine, FL 32080

(Corporate Seal)

By Virginia E. Rowland  
Virginia Rowland  
President

Attest:

Cynthia Briche  
Cynthia Briche  
Secretary

**ACKNOWLEDGMENT**

**STATE OF FLORIDA**  
**COUNTY OF ST. JOHNS**

The foregoing Certificate of Amendment was acknowledged before me by Virginia Rowland as the President of the Association who is ☐ is personally known to me ☐ presented a valid driver's license R45386534844 for identification and Cynthia Briche as the Secretary of the Association, who is ☒ is personally known to me ☐ presented a valid driver's license ☐ for identification, who both personally appeared before me, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in them by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 18 day of September, 2001.

Gloria J. Santscheck  
Notary Public, State of Florida  
My Commission Expires:



Gloria J. Santscheck  
MY COMMISSION # CC661115 EXPIRES  
September 19, 2001  
BONDED THRU TROY FAIR INSURANCE, INC.

This instrument was prepared by:  
John R. Geiger, P.A.  
John R. Geiger, Esq.  
4475 US 1 South #406  
St. Augustine, FL 32086

RESTATED  
**SANDPIPER VILLAGE  
COVENANTS AND RESTRICTIONS**

SANDPIPER IMPROVEMENT ASSOCIATION, INC.  
Revised 9/13/2001

WHEREAS Sandpiper Village consists of residential lots (lots 1 thru 44) and Tract "C" shown on the plat of Sandpiper Village according to the plat recorded in Plat Book 12 Page 90 and 91 of the public records of St. Johns County, Florida; and

WHEREAS covenants and restrictions upon the use of all residential lots (lots 1 thru 44) and Tract "C" shown on said plat were recorded at OR 314 Page 457 and later restated at OR 316 page 340 all of the public records of St. Johns County, Florida; and

WHEREAS the original term of the covenants is due to expire and majority of the owners are desirous of continuing the covenants as restated in its entirety herein and to preserve the rights created and retained hereunder according to Chapter 712, Florida Statutes;

NOW THEREFORE, each and every Lot located within the Sandpiper Village lying and being situated in St. Johns County, Florida recorded in the Public Records of St. Johns County in Plat Book 12 Page 90 and 91 of the public records of St. Johns County, Florida shall be held, sold and conveyed subject to the following easements, restrictions, covenants 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 Tract and be binding on all parties having right, title or interest in the Lots and Tract described above or any part thereof, their heirs, successors, grantees, executors, administrators, devisees or assigns and shall inure to the benefit of each owner thereof.

**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. The height of the residence of any building lot shall not be more than one story above the normal surface of the ground. A residence which exceeds in height normal height of a one story residence shall be deemed to be more than one story above the normal surface of the ground and shall not be permitted.

**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 wall, fence or hedge shall be erected, placed maintained, altered or permitted to remain upon any Lot unless and until the height, type, location, size or construction thereof have been approved by the Committee. No portion of a lot shall be used as a drying or hanging area for laundry of any kind and no clotheslines are permitted unless obscured from view from street.

The Committee shall have the following powers and duties:

(1) to draft and adopt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

(2) To require submission to the Committee one (1) complete set of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, hedge, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, decorative building, exterior lighting scheme ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property. The Committee may also require submission of such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement.

(3) to approve or disapprove any proposed improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot on the property and to approve or disapprove any exterior additions, changes, modifications or alterations. The determination of the Board shall in all events be final.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed or modified. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgement of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(5) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed

Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

(6) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

#### A-3 DWELLING COST, QUALITY AND SIZE:

No dwelling shall be permitted on any lot at a cost of less than \$100,000 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 the 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 be less than 1500 square feet.

A-4 MINIMUM LOT SIZE: No residence shall be constructed on any lot which comprises a re-subdivision of an existing lot. 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 10 feet to any side lot and 15 foot side setback lines for construction bordering on a side street (corner lot). No building shall be located nearer than 25 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, debris, waste material or refuse shall be deposited or allowed to accumulate on any part of said lot or upon any lots continuous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted. No more than two (2) garage sales shall be conducted on the identical property or premises within any twelve (12) month period, not to exceed two (2) consecutive days, and then only after obtaining the required permits from the City.

**A-8 NO LIVESTOCK**, poultry or animals of any kind or size shall be kept, permitted, raised bred or maintained on any building lot or any 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 any purpose. No commercial breeding of such pets is permitted. No such pets shall be allowed to trespass on the private property of other residents. Dogs must at all times be in the control of the owner by leash not to exceed 6 feet in length. Should any such pet (animal or bird) become dangerous or any annoyance or nuisance in the neighborhood or nearby property, the Association is permitted to take such action as to alleviate this condition. Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction A-7 hereof.

**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. 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 purposes.

**A-10 EXCEPT AS OTHERWISE PERMITTED HEREIN:** No signs of any character shall be displayed or placed upon any building lot except either one "For Rent" OR one "For Sale" sign which sign may refer only to the particular premises on which displayed, shall not exceed two feet in size, or not more than four feet above the surface of the ground. One "home security" sign not exceeding eight inches by ten inches shall also be permitted.

**A-11 NO RADIO OR TELEVISION AERIALS**, nor any other exterior electric or electronic equipment of any kind shall be installed or maintained on the exterior of any structure located on a building lot or any portion of a building lot not occupied by a building or other structure.

**A-12 TRAILERS, GARAGES OR ANY OUTBUILDINGS:** of any kind, even if otherwise permitted hereunder, shall at no time be used as a residence either permanently or temporarily.

**A-13 ALL LAWN, GROUNDS AND LANDSCAPING** shall be maintained in a neat and orderly fashion, free of rubbish, trash, garbage and all unsightly weeds and underbrush. If any building lot is not so maintained, the Association may enter upon said lot for the purpose of maintaining the property and shall submit the bill for the cost of all work performed to the property owner by certified mail. Collection shall be in the same form as collection of assessments.

**A-14 RENTAL OF PROPERTY** for periods of less than six (6) months shall not be permitted.

**PART B BEACH ACCESS:**

**B-1 TRACT "C"** as shown on the recorded plat is so designated as a walking access way to the beach. Other than a raised walkway, no construction is permitted. A perpetual easement over and across said described land is granted to owners of lots 1 thru 44 in Sandpiper Village. Tract "C" was deeded to Sandpiper Improvement Association of which owners of lots 1 thru 44 and their heirs, legal representatives, successors and assigns are mandatory members. Owners of residential lots in Tracts "A" and "B" shall have access across Tract "C" provided they pay amounts assessed to them by the Sandpiper Improvement Association, amounts which may be no more than the amounts assessed to owners of lots 1 thru 44 in Sandpiper Village.

**PART C ARCHITECTURAL CONTROL COMMITTEE:**

**C-1 MEMBERSHIP.** The architectural control committee shall be composed of the members from time to time appointed by the current elected directors/officers of the Association. The directors/officers may also serve as the sole membership of the committee, and in the absence of any appointments, shall serve as the committee.

**C-2 PROCEDURES:** 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 fully complied with.

**PART D GENERAL PROVISIONS:**

**D-1 TERM:** Unless amended earlier, these restated 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 restated covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. Owners of at least thirty (30) lots may,

at any time during the term of 25 years or during any extension(s) thereof, agree to change said covenants in whole or in part using a method as described in the Articles or the Bylaws or as provided by law. Said amendment shall be effective upon recording in the Public Records of St. Johns County unless a later period is stated therein.

**D-2 ENFORCEMENT:** Enforcement shall be by any action deemed appropriate, including but not limited to, 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. The prevailing party in litigation is entitled to recover reasonable attorney's fees and costs.

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

**D-4 COLLECTION OF ASSESSMENTS.** All lot owners shall be subject to assessments which shall be assessed consistent with these covenants. All assessments shall be collected according to the Articles and Bylaws of the Association.