

78 14678

SABOR de SAL SUBDIVISION
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That

JOSEPH P. MAGRE

is the owner of all residential lots (Lots 1 through 24) shown on plat of said Subdivision, SABOR de SAL, according to the plat thereof recorded in the Public Records of St. Johns County, Florida, and

WHEREAS, said owner is developing said subdivision for residential use and desires to place thereon certain covenants and restrictions upon the use of all such lots and is desirous that said covenants shall run with the land for a period of not less than twenty-five (25) years.

NOW, THEREFORE, for and in consideration of the premises and of other good and valuable considerations, the said JOSEPH P. MAGRE and his heirs, legal representatives, successors and assigns, does hereby restrict the use, as hereafter provided, of all said residential lots (lots 1 through 24) included in said plat of SABOR de SAL 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 two (2) stories above the normal surface of the ground. In the case of a two-story building, a minimum of 750 square feet of living area shall be required on first floor and together with second floor minimum of 750 square feet, or in the event of a one-story structure, a minimum of 1,500 square feet of structure shall be required. All minimum requirements to be exclusive of garage, walkways, stairways, porches, swimming pools, accessory buildings and any attachments to the structure.

A-2 ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot without construction plans and specifications with respect to location, topography and finished grade elevation, being utilized by licensed building contractors or licensed subcontractors, should the owner desire to contract his own work. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, and shall not exceed four (4) feet in height.

A-3 MINIMUM LOT SIZE: No residence shall be constructed on any lot which comprises a re-subdivision of an existing lot. No more than one residence per recorded lot is permitted.

A-4 BUILDING LOCATION: No building shall be located on any lot nearer than twenty-five (25) feet from the front line or nearer than ten (10) feet to any side lot line or rear lot line.

A-5 EASEMENTS: Easement for the installation and maintenance of utilities, drainage facilities, water, cable television and electricity are reserved by owner, at locations desired by owner.

A-6 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-7 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, the Association, or any lot owner is permitted to take such action as to alleviate this condition.

A-8 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-9 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 (2) feet in size, or not be more than four (4) feet above the surface of the ground and shall be limited to one (1) sign to the property. The Developer may enter upon any building lot and remove and destroy any sign which does not meet these provisions.

A-10 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-11 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-12 USE OF LAKE: In connection with the construction and later utilization of any interior lake or water, it is a provision hereof that no owner or other party shall utilize their property or the lake so that the same becomes damaged or destroyed or the quality of water adversely affected. No motor driven vehicles of any sort shall be utilized on said lake. No piers, docks or other structures, floating devices, rafts (except for small inflatable types not larger than three (3) feet x seven (7) feet) may be utilized in and upon said lake. Access shall be limited only to those owners whose lots abut and border the water edge of said lake. No owner fronting on said lake may construct any bulkhead or other pier or stabilization structure along the shore or in the water.

Part B GENERAL PROVISIONS:

B-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.

B-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. Legal fees shall be awarded to the successful party in enforcement proceedings.

B-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.

Signed, sealed and declared in our presence:

Stana K. Cole
As to Owner

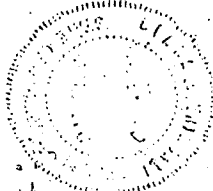
Joseph P. Magre (SEAL)
JOSEPH P. MAGRE, Owner

Shane A. Szurgali
As to Owner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me personally appeared JOSEPH P. MAGRE 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 8th day of November, 1978.



Shane A. Szurgali
Notary Public, State of Florida
at Large

My commission expires: 10/8/80

FILED AND RECORDED IN
PUBLIC RECORDS DEPT.
1978 NOV -3 AM 10:31
Shane A. Szurgali
CLEARINGHOUSE COURT