

COVENANTS AND RESTRICTIONS

SAN JOSE FOREST

ST. JOHNS COUNTY, FLORIDA

WHEREAS, EDWARD L. TONEY AND JOAN M. TONEY, hereinafter referred to as "Declarants", are the owners of the property in St. Johns County, Florida, more particularly described as SAN JOSE FOREST, according to plat thereof as recorded in Map Book 13, pages 29 & 30, of the public records of St. Johns County, Florida; and

WHEREAS, said Declarants are desirous of placing certain covenants and restrictions upon the use of all of the land shown on said plat, and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted;

NOW, THEREFORE, the Declarants, for themselves and their successors and assigns, do hereby restrict the use as hereinafter provided of all of the land included in said plat of SAN JOSE FOREST, being hereinafter sometimes referred to as "said land", and the undersigned Declarants do hereby place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels or tracts shown on said plat or any parts or portions thereof, shall be deemed by the acceptance of such deed 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:

1. SINGLE FAMILY RESIDENCE ONLY: TWO STORIES LIMIT.

No structure shall be erected, altered or permitted to remain on any lot shown on said plat other than for use as a single family residence. Without the approval of the Declarant, the height of the main residence on each lot shall not be more than two (2) full stories above the normal surface of the ground. No building situate on any lot shall be rented or leased separately from the rental or lease of the entire property. Nothing herein contained shall be construed to prevent Declarant to use any lot for a right-of-way for road purposes or easements in which event none of the restrictions herein shall apply.

2. MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.

The Declarant shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of the motorist upon any of the streets in said subdivision.

3. MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE.

No principal residence shall be erected or allowed to remain on any lot unless the square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,600 square feet.

4. SET BACK FOR RESIDENTIAL STRUCTURES.

No residential structure shall be located on any residential building plot, including attached garage or carport, nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line nor nearer than 8 feet to any side lot line, nor nearer than 10 feet to the rear lot line.

5. OTHER STRUCTURES.

The following buildings, structures and objects may be erected and maintained on the lot only if the same are located wholly within the rear yard of the main dwelling, and at least 25 feet away from any side street lot line, and at least 10 feet from the side lot lines and 10 feet from the rear lot line: pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks, lines, washing and drying equipment.

laundry rooms, tool and workshops, servant's quarters, garbage and trash cans, detached garages, hot-houses, greenhouses, bathhouses, children's playhouses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installations in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be walled, fenced, or sufficiently landscaped, using materials and with height and design and in such a manner that such objects shall be contrived from view from the outside of the lot. Air conditioning units and compressors may be installed at the side of the residence provided that the noise from same will not disturb their neighbors. Each such unit must be adequately and ornamentally screened.

6. RESUBDIVIDING OR REPLATTING, ETC.

Declarant reserves the right to resubdivide or replat any lot or lots shown on said plat for any purpose whatsoever, including rights-of way for road purposes and easements, provided that no residence shall be erected upon or any resident allowed to occupy said replatted or resubdivided lot or fractional part thereof, having an area less than the smallest lot shown on said plat and the restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements. It is the intention of this paragraph that if any residence and the necessary outbuildings therefore, are erected on more than one lot, or on a building plot composed of parts of more than one lot, the restrictions contained in paragraphs 4 and 5, supra, shall apply only to the extreme side line of the two or more lots or the building plot occupied by such residence and the necessary outbuildings therefore.

7. FENCES.

Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 25 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than 6 feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color, design etc., shall have been first approved by the Declarant or its duly appointed representative.

8. ALL STRUCTURES TO BE APPROVED BY DECLARANT.

For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides or view, the Declarant reserves the exclusive power and authority to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building and no building, no fence, wall, driveway, swimming pool or other structure or improvements regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, height, size, materials, floor plans, location and orientation on the lot and approximate square footage, construction schedule and further all such other information as the Declarant shall require, have been submitted to and approved by the Declarant in writing. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of proposed constructions and the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used as the Declarant shall specify or require. In the event the Declarant fails to approve or disapprove any such building plans, specifications and lot-grading and landscaping plans within ten (10) days after said plans have been submitted to the Declarant in writing, such approval will not be required and this covenant will be deemed to have been complied with.

9. NO PARKING OF VEHICLES, BOATS, ETC.

No wheeled vehicles of any kind, boats or other offensive objects may be kept or parked between the paved road and the residential structures. They may be kept if completely inside a garage attached to the main residence or within the rear yard. Private automobiles of the occupants may be parked in the driveway on the building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any lot. No trailers shall be maintained or kept on any lot, except self-propelled recreational mobile trailers. No house trailers or mobile homes shall be parked on any lot.

10. WINDOW AIR CONDITIONERS.

Unless the prior approval of the Declarant has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

11. NO OVERHEAD WIRES.

All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Electric service is provided by Florida Power & Light Company, through underground primary service lines running to transformers. The Declarant has provided underground conduit to service each lot, extending from the point of the applicable transformer to a point at or near a lot line, and such conduit to each lot shall be, become, and remain the property of the owner of the lot. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires, (including those in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence building on the lot and all of the same shall be and remain the property of the owner of each lot. The owner, from time to time, of each lot shall be responsible for all maintenance, operation, safety, repair and replacement for the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.

12. COMPLETION OF COMMENCED CONSTRUCTION.

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Declarant must be completed within twelve (12) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to his garage entrance. During the construction of any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding.

13. NO PICNIC AREAS PRIOR TO CONSTRUCTION.

No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon.

13a. NO EXTERIOR TELEVISION, RADIO, OR OTHER ANTENNA.

No exterior television, radio, microwave, or other antenna of any nature shall be installed or placed on any lot or property or to the exterior of any building or accessory building thereto.

14. NO SHEDS, SHACKS, TRAILERS OR MOBILE HOMES.

No shed, shack, trailer, tent, mobile home or other temporary or portable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary residence and other building during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any lot used in connection with the construction or sale of houses being built in this subdivision for no longer than twelve (12) months.

15. RESIDING ONLY IN RESIDENCE.

No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

16. SIGNS.

No sign of any character shall be displayed or placed upon any lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of material, size, height, and design specified by Declarant. The Declarant may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

17. COMMERCIAL SIGNS.

Nothing contained in these covenants and restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development purposes.

18. PETS.

No more than two dogs, or two cats, or four birds (excluding parrots) or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Declarant, the animal or animals become dangerous or any nuisance or annoyance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times. Pets shall be kept in fenced areas or on leashes when out of doors.

19. NO OFFENSIVE ACTIVITIES.

No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land or upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of way.

20. WELL LIMITATION: WATER SUPPLY.

No well of any kind shall be dug or drilled on any one of said lots to provide potable water for use within the structures to be built upon the said lot or lots, and no potable water shall be used within said structures to be built upon said lots unless potable water is obtained from Anascasia Sanitary District exclusively, or its successors or assigns. Nothing herein shall be construed to prevent the digging of a well to provide water for use in the yard or garden on any lot or tract. The foregoing restriction against digging or drilling a well to supply water for use within the structure shall not apply where the water is to be used exclusively for the purpose of air conditioning such structure or the installation of a heat pump system.

21. SEWAGE DISPOSAL.

All domestic sewage from any building on said lots must be disposed of through the storm line or through the sewage line and disposal plant owned or controlled by Anastasia Sanitary District, or its successors or assigns. All water from air conditioning systems or swimming pools shall flow into a sewage disposal line of Anastasia Sanitary District, and nothing other than domestic sewage in its strictest sense shall be discharged into the sewage disposal of Anastasia Sanitary District.

22. UTILITY EASEMENTS ON SIDES AND REAR OF LOTS.

The Declarant, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and, releaseable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating and water, drainage, sewage and all other conveniences of utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes). The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lots subject to the privileges, rights, and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns. In the event that any lot in this plat is subdivided, then the side lot line will be deemed to have been moved according to its new dimensions and the former side line easement as well as the side line restriction in Paragraph 4 will thus be deemed to have been eliminated and the easement, as well as the side line restriction in Paragraph 4, will be deemed to follow in each side of the new lots thus created.

23. DECLARANT MAY CORRECT VIOLATIONS.

Wherever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Declarant shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Declarant, on demand and such entry and abatement, correction or removal shall not be deemed a trespass or make the Declarant liable in anywise for any damages on account thereof.

24. APPROVAL OF DECLARANT.

Wherever in these covenants and restrictions the consent or approval of the Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approval in writing by the Declarant. Such request shall be sent to Declarant by Registered Mail with return receipt requested. In the event that the Declarant fails to act on any such written request within 30 days after the same has been submitted to the Declarant as required above, the consent or approval of the Declarant to the particular action sought in such written request shall be presumed; however, no action except as referred to in Paragraph 8, supra, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

24 A. POOLS AND ABOVE GROUND TANKS

No above ground fuel tanks or storage tanks, nor above ground swimming pools of any kind, shall be installed, placed or maintained on any Lot.

25. DECLARANT MAY DESIGNATE A SUBSTITUTE.

The Declarant shall have the sole and exclusive right at any time from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations, given to or reserved by the Declarant by any part of any one of these covenants and restrictions or under the provision of said plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said plat. Nothing contained herein, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

26. AMENDMENTS OR ADDITIONAL RESTRICTIONS.

The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained hereon or in the Plat of SAN JOSE FOREST, (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, PROVIDED HOWEVER, any amendments or additions to these Covenants and Restrictions shall be subject to approval by the United States Department of Housing and Urban Development or Veterans Administration prior to their recording, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant in its sole judgment, determines such violation to be a minor or insubstantial violation.

27. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS.

In addition to the rights of the Declarant provided for in Paragraph 28 hereof, the persons owning 75% or more of the platted lots shown in Plat of SAN JOSE FOREST, shall have the right to amend or alter these Covenants and Restrictions and any part thereof, PROVIDED, HOWEVER, any amendments or additions to these Covenants and Restrictions shall be subject to approval in writing by the United States Department of Housing and Urban Development or Veterans Administration prior to their recording.

28. ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.

No property owner may impose any additional covenants and restrictions on any part of the land shown on the plat of this subdivision.

29. RESTRICTIONS EFFECTIVE PERIOD.

The covenants and restrictions numbered 1 through 28, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and unless released as herein provided, be deemed to be covenants and restrictions running with the title to said land and shall remain in full force and effect until the first day of February, A.D. 2017, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 20 years each, unless within six months prior to the first day of February, A.D. 2017, or within six months preceding the end of any such successive 20 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat shall be placed on record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, in which written agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then

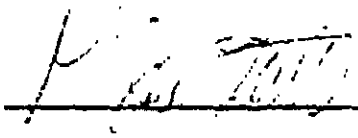
subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such agreement shall be executed and recorded as provided for above in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 10 years, unless and until further amended, altered or terminated in the manner provided in this paragraph.

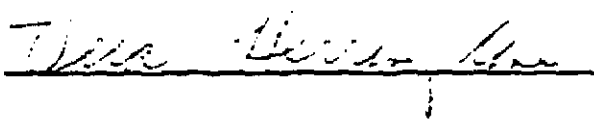
30. LEGAL ACTION ON VIOLATION.

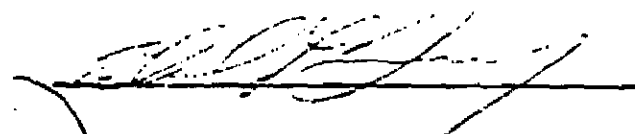
If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or any person or persons owning any lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, PROVIDED, HOWEVER, that the owner or occupant of any residence on any lot on said land shall not have any right or cause of action for damages or to maintain a proceeding in equity or at law or any claim whatsoever against any building and/or construction company for violating Paragraphs 4 and 5 of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct, to enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

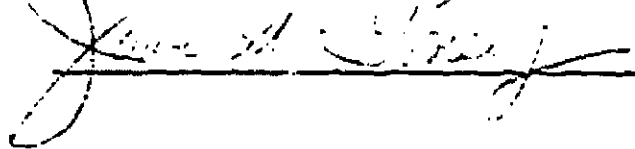
IN WITNESS WHEREOF, these Covenants and Restrictions have been executed on this 3rd day of February, 1988, by Declarants, Edward L. Toney and Joan M. Toney.

Signed, sealed and delivered
in the presence of:







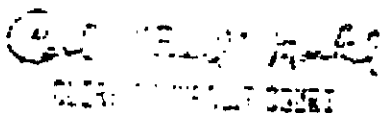



STATE OF FLORIDA,)
 :
COUNTY OF ST. JOHNS)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edward L. Toney and Joan M. Toney, to me know to be the persons described in and who executed the foregoing Covenants and Restrictions.

WITNESS my hand and official seal in said County and State this 3rd day of February, 1988.

1988 FEB 11 PM 3:24


CLERK OF THE COUNTY


NOTARY PUBLIC, State of Florida
at Large.

My commission expires:

COVENANTS AND RESTRICTIONS

89 28135

SAN JOSE FOREST - UNIT TWO

ST. JOHNS COUNTY, FLORIDA

WHEREAS, CRIBBS & ASSOCIATES, INC., A Florida Corporation, hereinafter referred to as "Declarant", is the owner of the property in St. Johns County, Florida, more particularly described as SAN JOSE FOREST - UNIT TWO, according to plat records in Map Book 23, pages 29 & 30, of the public records of St. Johns County, Florida; and

WHEREAS, said Declarant is desirous of placing certain covenants and restrictions upon the use of all of the land shown on said plat, and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted;

NOW THEREFORE, the Declarant, for themselves and there successors and assigns, does hereby restrict the use as hereinafter provided of all of the land included in said plat of SAN JOSE FOREST - UNIT TWO, being hereinafter sometimes referred to as "said land", and the undersigned Declarant does hereby place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying and lot or lots, parcels or tracts shown on said plat or any parts or portions thereof, shall be deemed by the acceptance of such deed 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:

1. SINGLE FAMILY RESIDENCE ONLY: TWO STORIES LIMIT.

No structure shall be erected, altered or permitted to remain on any lot shown on said plat other than for use as a single family residence. Without the approval of the Declarant, the height of the main residence on each lot shall not be more than two (2) full stories above the normal surface of the ground. No building situated on any lot shall be rented or leased separately from the rental or lease of the entire property. Nothing herein contained shall be construed to prevent Declarant to use any lot for a right-of-way for road purposes or easements in which event none of the restrictions herein shall apply.

2. MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.

The Declarant shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgement and opinion of the Declarant, obstruct the vision of the motorist upon any of the streets in said subdivision.

3. MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE.

No principal residence shall be erected or allowed to remain on any lot unless the square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,600 square feet. No less than 2-car garage.

4. SET BACK FOR RESIDENTIAL STRUCTURES.

No residential structure shall be located on any residential building plot, including attached garage or carport, nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line nor nearer than 8 feet to any side lot line, nor nearer than 10 feet to the rear lot line.

5. OTHER STRUCTURES.

The following building, structures and objects may be erected and maintained on the lot only if the same are located wholly within the rear yard of the main dwelling, and at least 25 feet away from any side street lot line, and at least 10 feet from the side lot lines and 10 feet from the rear lot line: pens, yards, and houses for pets, above ground storage of construction materials, wood, coal, oil, and other fuels, clothes racks, lines, and washing and drying equipment, laundry rooms, tool and workshops, servants quarters, garage and trash cans, detached garages, hot-houses, greenhouses, bathhouses, children's playhouses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installations in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be walled, fenced, or sufficiently landscaped, using materials and with height and design and in such a manner that such objects shall be obstructed from view from the outside of the lot. Air conditioning units and compressors may be installed at the side of the residence provided that the noise from same will not disturb their neighbors. Each such unit must be adequately and ornamentally screened.

6. RESUBDIVIDING OR REPLATTING, ETC.

Declarant reserves the right to resubdivide or replat any lot or lots shown on said plat for any purpose whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be erected upon or any resident allowed to occupy said replatted or resubdivided lot or fractional part thereof, having an area less than the smallest lot shown on said plat and the restrictions herein contained shall apply to each lot as replatted or resubdivided except any lot or lots resubdivided for road purposes or easements. It is the intention of this paragraph that if any residence and the necessary outbuildings therefore, are erected on more than one lot, or on a building plot composed of parts of more than one lot, the restrictions contained in paragraph 4 and 5, supra, shall apply only to the extreme side lines of the two or more lots or the building plot occupied by such residence and the necessary outbuildings therefore.

7. FENCES.

Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 25 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than 6 feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color, design, etc., shall have been first approved by the Declarant or its duly appointed representative. No Chain link fences are allowed.

8. ALL STRUCTURES TO BE APPROVED BY DECLARANT.

For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides or view, the Declarant reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building and no building, no fence, wall, driveway, swimming pool or other structure or improvements regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, height, size, materials, floor plans,

location and orientation on the lot and approximate square footage, construction schedule and further all such other information as the Declarant shall require, having been submitted to and approved by the Declarant in writing. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of proposed constructions and the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used as the Declarant shall specify or require. In the event the Declarant fails to approve or disapprove any such building plans, specifications and lot-grading and landscaping plans within ten (10) days after said plans have been submitted to the Declarant in writing, such approval will not be required and this covenant will be deemed to have been complied with.

9. NO PARKING OF VEHICLES, BOATS, ETC.

No wheeled vehicles of any kind, boats or other offensive objects may be kept or parked between the paved road and the residential structures. They may be so kept if completely inside a garage attached to the main residence or within the rear yard and not visible from the road. Private automobiles of the occupants may be parked in the driveway on the building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicles or boats shall be kept or parked in the front or side yard of any lot. No trailers shall be maintained or kept on any lot, except self-propelled recreational mobile trailers. No house trailers or mobile homes shall be parked on any lot.

10. WINDOW AIR CONDITIONERS.

Unless the prior approval of the Declarant has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

11. NO OVERHEAD WIRES.

All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other building located on each building plot shall be concealed and located underground so as not to be visible. Electric service is provided by Florida Power & Light Company, through underground primary service lines running to transformers. The Declarant has provided underground conduit to service each lot, extending from the point of the applicable transformer to a point at or near a lot line, and such conduit to each lot shall be, become, and remain the property of the owner of the lot. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric conduits, wires, (including those in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence building on the lot and all of the same shall be and remain the property of the owner of each lot. The owner, from time to time, of each lot shall be responsible for all maintenance, operation, safety, repair and replacement for the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.

12. COMPLETION OF COMMENCED CONSTRUCTION.

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Declarant must be completed within twelve (12) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to his garage entrance. During the construction of any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding.

13. NO PICNIC AREAS PRIOR TO CONSTRUCTION.

No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon.

14. NO EXTERIOR TELEVISION, RADIO, OR OTHER ANTENNA.

No exterior television, radio, microwave, or other antenna of any nature shall be installed or placed on any lot or property or to the exterior of any dwelling or accessory building thereto.

15. NO SHEDS, SHACKS, TRAILERS OR MOBILE HOMES.

No shed, shack, trailer, tent, mobile home or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary residence and other building during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any lot used in connection with the construction or sale of houses being built in this subdivision for no longer than twelve (12) months.

16. RESIDING ONLY IN RESIDENCE.

No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants quarters even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

17. SIGNS.

No sign of any character shall be displayed or placed upon any lot except "FOR RENT" or "FOR SALE" signs, which may refer only to the particular premises on which displayed, and shall be of material, size, height, and design specified by Declarant. The Declarant may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

18. COMMERCIAL SIGNS.

Nothing contained in these covenants and restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and

display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development purposes.

19. PETS.

No more than two dogs, or two cats, or four birds, (excluding parrots) or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Declarant, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or nearby property or are destructive of wildlife, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times. Pets shall be kept in fenced areas or on leashes when out of doors.

20. NO OFFENSIVE ACTIVITIES.

No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land or upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of-way.

21. WELL LIMITATION: WATER SUPPLY.

No well of any kind shall be dug or drilled on any one of said lots to provide potable water for use within the structures to be built upon the said lot or lots, and no potable water shall be used within said structures to be built upon said lots unless potable water is obtained from Anastasia Sanitary District exclusively, or its successors or assigns. Nothing herein shall be construed to prevent the digging of a well to provide water for use in the yard or garden on any lot or tract. The foregoing restriction against digging or drilling a well to supply water for use within the structure shall not apply where the water is to be used exclusively for the purpose of air conditioning such structure or the installation of a heat pump system requiring same.

22. SEWAGE DISPOSAL.

All domestic sewage from any building on said lots must be disposed of through the sewage lines and disposal plant owned or controlled by Anastasia Sanitary District, or its successors or assigns. No water from air conditioning systems or swimming pools shall flow into a sewage disposal lines of Anastasia Sanitary District, and nothing other than domestic sewage in its strictest sense shall be discharged into the sewage disposal of Anastasia Sanitary District.

23. UTILITY EASEMENTS ON SIDES AND REAR OF LOTS.

The Declarant, for itself and its successors and assigns, hereby reserves and it given a perpetual, alienable and releaseable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, and water, drainage, sewage and all other conveniences of utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes). The Declarant shall have the unrestricted and sole

right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lots subject to the privileges, rights, and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements are and shall remain private easements and the sole exclusive property of the Declarant and its successors and assigns. In the event that any lot in this plat is subdivided, then the side lot line will be deemed to have been moved according to its new dimensions and the former side line easement as well as the side line restriction in Paragraph 4, will be deemed to follow in each side of the new lots thus created.

23.A. DRAINAGE EASEMENTS.

At the rear of Lots 59 through 73 are private drainage easements, dedicated to the respective individual lot owners, who retain the responsibility for maintenance of said easements. However, the County of St. Johns and its successors retain the right to discharge stormwater run-off into said private easements, as well as the right of access to same for required maintenance.

24. DECLARANT MAY CORRECT VIOLATIONS.

Wherever there shall have been built or there shall exist on any building plot any structure, building, thing, or condition which is in violation of these covenants and restrictions, the Declarant shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Declarant, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Declarant liable in anyway for any damages on account thereof.

25. APPROVAL OF DECLARANT.

Wherever in these covenants and restrictions the consent or the approval of the Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approval in writing by the Declarant. Such request shall be sent to the Declarant by Registered Mail with return receipt requested. In the event that the Declarant fails to act on any such written request within 30 days after the same has been submitted to the Declarant as required above, the consent or approval of the Declarant to the particular action sought in such written request shall be presumed; however, no action except as referred to in Paragraph 8, supra, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

26. POOLS AND ABOVE GROUND TANKS.

No above ground fuel tanks or storage tanks, nor above ground swimming pools of any kind, shall be installed, placed or maintained on any lot.

27. DECLARANT MAY DESIGNATE SUBSTITUTE.

The Declarant shall have the sole and exclusive right at any time from time to time to transfer and assign to, and to withdraw rights, powers, privileges, authorities and reservations, given to or reserved by the Declarant by any part or paragraph of these covenants and restrictions or under the provisions of said plat. If at any time hereafter there shall

be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said plat. Nothing contained herein, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

28. AMENDMENTS OR ADDITIONAL RESTRICTIONS.

The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or in the Plat of SAN JOSE FOREST-UNIT TWO, (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, Provided However, any amendments or additions to these Covenants and Restrictions shall be subject to approval by the United States Department of Housing and Urban Development or Veterans Administration prior to their recording, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant in its sole judgement, determines such violation to be a minor or insubstantial violation.

29. AMENDMENTS OF RESTRICTION WITH CONSENT OF OWNERS.

In addition to the rights of the Declarant provided for in Paragraph 28 hereof, the persons owning 75% or more of the platted lots shown in PLAT of SAN JOSE FOREST-UNIT TWO, shall have the right to amend or alter these Covenants and Restrictions and any part thereof, Provided However, any additions to these Covenants and Restrictions shall be subject to approval in writing by the United States Department of Housing and Urban Development or Veterans Administration prior to their recording.

30. ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.

No property owner may impose any additional covenants and restrictions on any part of the land shown on the plat of this subdivision.

31. RESTRICTIONS EFFECTIVE PERIOD.

The covenants and restrictions numbered 1 through 30, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and unless released as herein provided, be deemed to be covenants and restrictions running with the title to said land and shall remain in full force and effect until the first day of August, A.D. 2018, and thereafter, the said covenants and restrictions shall automatically extend for successive periods of 20 years each, unless within six months prior to the first day of August, A.D. 2018, or within six months preceding the end of any such successive 20 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat shall be placed on record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, in which written agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner

and to the extent provided in such written agreement. In the event that any such agreement shall be executed and recorded as provided for above in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

32. LEGAL ACTION ON VIOLATION.

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or any person or persons owning any lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, Provided However, that the owner or occupant of any residence on any lot on said land shall not have any right or cause of action for damages or to maintain a proceeding in equity or at law or any claim whatsoever against any building and/or construction company for violation Paragraph 4 & 5 of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservations herein contained, however long continued, shall in no event be deemed as a waiver of the right to force the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney fees to the successful plaintiff in all actions seeking to prevent, correct to enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidating of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed on this 1st day of November, 1989 by Declarant, Jamie Jo Cribbs, President of Cribbs & Associates, Inc. A Florida Corporation, on behalf of the corporation. P.O. Box 5326, St. Augustine, Florida. 32085-5326.

Signed, sealed and delivered
in the presence of :

CRIBBS & ASSOCIATES, INC., a Florida Corporation

BY: Jamie Jo Cribbs
Jamie Jo Cribbs, President

STATE OF FLORIDA,

COUNTY OF ST. JOHNS

89 NOV 20 PM 2:18

WITNESS my hand and official seal in said County and State this 1st day of November, 1989.

My commission expires

9-22-91

Jed S. Wickens
NOTARY PUBLIC, State of
Florida at Large.