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Public Records of
St. Johns County, FL
Clerk# 99011568
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12:10PM 03/11/1999
REC \$57.00 SUR \$7.50

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-98-446

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SANDPINES HOMES**

THIS DECLARATION, made as of the date hereinafter set forth, by **MAYACOL, INC.**,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the following described real property is not subject to any covenants or
restrictions of record; and

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real
property hereinafter set forth, and to limit the use of same as set forth hereinafter.

NOW, THEREFORE, Declarant hereby declares that the following described real property,
situate, lying and being, in St. Johns County, Florida, to wit:

**All the land described and contained in the Plat of Sandi Pines Homes, a portion
of Section 4, Township 9 South, Range 30 East, St. Johns County, Florida, as per
plat recorded in Map Book 677, Pages 169 through _____, public records
of St. Johns County, Florida.**

*RET. TO: BARBARA ASSERETA
103 ANASTASIA BLVD.
ST. AUGUSTINE, FL 32084*

and any additional property annexed to this Declaration (collectively, the "Property") is hereby made subject to and shall be held, sold and conveyed, subject to the following easements, covenants, terms, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of the Property, and which, shall be covenants and restrictions to run with the Property and binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Declarant" shall mean and refer to Mayacol, Inc., its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.2 "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Sandi Pines Homes.

1.3 "Lot" shall mean and refer to any lot together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.4 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.5 "Property" shall mean and refer to that certain real Property described on page 2 hereof, together with improvements thereon and any additional contiguous Property made subject to this Declaration.

1.6 "Plat or Subdivision Plat" means the Plat of Sandi Pines Homes, a portion of Section 4, Township 9 South, Range 30 East, St. Johns County, Florida, recorded in Map Book _____, Pages _____ through _____, public records of St. Johns County, Florida.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 No buildings or accessory structures, fences, mailboxes, walls, driveways, swimming pools, barbecue pits, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing .

by the Declarant, or such agent or agents as may be appointed by the Declarant, in its sole discretion, as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Declarant within ten (10) working days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun or such longer time as may be approved by the Declarant in its sole discretion.

2.2 The Declarant 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 Declarant of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property. The Declarant may also require submission of samples of building materials and colors proposed.

for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Declarant to completely evaluate the proposed structure or improvement in accordance with the Declaration and adopted by the Declarant.

(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 or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Determination by the Declarant shall be final.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which can not 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 judgment of the Declarant, 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 Declarant 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 Declarant 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 Declarant, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Declarant.

(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 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.

(7) The Declarant is hereby authorized to make such charges for each submittal as it deems necessary to cover the cost of review of the plans and specifications.

ARTICLE III

USE RESTRICTIONS

3.1 No Lot shall be used for any purpose except for single-family residential. All Lots shall be a minimum of at least one-half ($\frac{1}{2}$) acre in size. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') or three (3) stories in height may be constructed on any one Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No dwelling shall be constructed or placed on any Lot containing less than 1,600 square feet of heated and cooled living area and dwellings of more than one (1) story .

shall have a minimum of one thousand (1,000) square feet of heated and cooled living area on the ground floor. All dwellings shall have a minimum of a two (2) car enclosed attached garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,600 square feet of living area and not considered a part thereof. Such landscaping shall include a minimum of Five Hundred Dollars and No/100's (\$500.00) in sod, plants and trees. No business, commercial buildings or equipment may be erected, kept or maintained on any Lot.

3.2 No part of any structure, including the garage, shall be constructed on any Lot within seventy-five feet (75') of the front property line, twenty-five feet (25') of the rear property line and ten feet (10') of any side property line. The front setback shall include a twenty-five foot (25') natural vegetative buffer and the rear setback shall include a ten foot (10') natural vegetative buffer. All setbacks shall be measured from the eaves of the structure to the property line. A dwelling may be located upon a single-lot or on a combination of Lots and, in such event, the setback lines shall apply to the most exterior Lot lines. Eaves and cornices of any structure may project beyond the setbacks established herein. Accessory uses, including but not limited to pools, spas, patios, out-buildings and sheds shall be setback a minimum of ten feet (10') from all property lines.

3.3 No wall, fence or hedge shall be erected, placed, maintained or permitted to remain upon any Lot unless and until the height, type, location, size or construction thereof have been approved by the Declarant in accordance with Article II hereof. No wall or fence shall in any case exceed six feet (6') in height.

3.4 No boats or wheeled vehicles of any kind, including trailers, automobiles or campers may be kept or parked on any Lot or driveway unless same are completely inside a garage or in the rear of the Lot out of view of the street. Notwithstanding the foregoing, private automobiles of the occupants and guests may be parked in the driveway on a Lot as long as they do not constitute a nuisance. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes.

No wheeled vehicles of any kind, including trailers, boats, campers and private automobiles shall be parked on the street or right-of-way thereof overnight or for a continuous period of time in excess of ten (10) hours.

3.5 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other domesticated household pets may be kept.

No such pets shall be allowed on the Property other than on the Lot of the Owner of such pets, unless confined to a leash.

3.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction 3.9 hereof.

3.7 No portion of a Lot shall be used as a drying or hanging area for laundry of any kind and no clotheslines are permitted.

3.8 Subject to the provisions of 3.2, no Lot or Lots shall be resubdivided.

3.9 No immoral, unlawful, noxious or offensive activity shall be carried on or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot owners.

3.10 No structure of a temporary nature, character, tent, shack, garage, barn, trailer, camper or other similar outbuilding or vehicle shall be used or permitted to remain on a Lot as a storage facility or residence either temporarily or permanently.

3.11 No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. All trash containers shall be stored in a concealed space within twelve (12) hours after scheduled pick-up by local waste removal service. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion free of rubbish, trash, garbage and all unsightly weeds and underbrush, with the exception of untouched natural areas which may remain as such.

3.12 No sign of any kind shall be displayed on any Lot except approved signs showing the Owners' name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area and located not more than four feet (4') above the surface of the ground. All of the above signs must be approved by the Declarant prior to installation.

3.13 No satellite dishes or radio or television antennae shall be installed unless same are screened from view on all sides. The Declarant may waive this requirement to the extent necessary for signal reception.

3.14 No tree of a diameter in excess of four inches (4") at a height of four feet (4') above ground level may be removed from a Lot without the approval of the Declarant. All requests for tree removal shall be submitted to the Declarant along with a site plan showing the location of such tree or trees and the justifications for such tree removal.

3.15 No window air conditioning units may be placed in any window of a residence.

3.16 At the option of the Declarant, all mailboxes shall be designed and constructed in accordance with specifications promulgated by the Declarant.

3.17 All pumps and piping installed on lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Declarant. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas.

3.18 All fuel tanks installed on the Property shall either be installed underground or in the rear of the Lot and shall be enclosed within a fence or other opaque barrier.

ARTICLE IV**EASEMENTS**

4.1 For so long as Declarant owns one (1) Lot, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in and to a five foot (5') strip of land located adjacent to and along all side and rear lot lines and a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE V**GENERAL PROVISIONS**

5.1 Enforcement of these restrictions by the Declarant or any Lot Owner shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant .

or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and court costs at all levels of the proceeding.

5.2 Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

5.3 Any failure of the Declarant or Lot Owners, their successors or assigns to enforce any covenants or restrictions contained herein, shall in no event, be deemed a waiver of the right to do so thereafter.

5.4 The Declarant reserves and shall have the sole right (a) to amend the Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, or to comply with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property, and (b) to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its sole judgment, determines such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot.

5.5 In addition to the rights of the Declarant provided for in Section 5.4 hereof, ninety percent (90%) of the Lot Owners and the Declarant, so long as the Declarant holds at least one (1)

Lot for sale in the ordinary course of business, may amend or alter this Declaration or any part thereof.

5.6 Notwithstanding any other term or condition contained in this Declaration, the Declarant shall have the right to transact upon the Property any business necessary to effect the sale of Lots including, but not limited to, the right to maintain model homes, have signs, and locate a sales trailer on the Property.

5.7 All rights reserved herein to the Declarant shall be fully assignable and transferrable.

5.8 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2029. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by ninety percent (90%) of the then Owners of the Lots.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 27th day of February, 1999.

Signed, sealed and delivered in the presence of:

Ashley Duffey
Witness: ASHLEY DUFFEY
(type or print name)

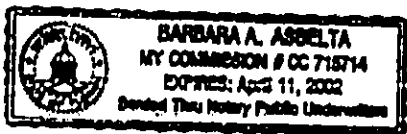
Nicholas J. Assenza
Witness: NICHOLAS J. ASSENZA
(type or print name)

MAYACOL, INC.
By: [Signature]
Print Name: JAMES J. ASSENZA
Title: PRESIDENT
Address: 103 ANASTASIA BLVD
ST AUGUSTINE, FL 32084

0R1392PG1982

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 26th day of February, 1999, by JAMES J. ASSELA as PRESIDENT of Mayacol, Inc., on behalf of the corporation, who () is personally known to me or () has produced Florida driver's license number _____ as identification.



Barbara A. Asselta
Notary Public
BARBARA A. ASSELTA
(Name of notary, typed/printed/stamped)
My commission expires: 4/11/02
My commission number: CC 715714