

BUILDING RESTRICTIONS AND PROTECTIVE
COVENANTS OF SURFWOOD SUBDIVISION,
according to plat thereof recorded in
Map Book 10, Page 43 of the public
records of St. Johns County, Florida.

WHEREAS, JOHN E. LOEFFLER and MARION E. LOEFFLER, his wife, and JUPITER CUSTOM BUILDERS, INC., a corporation of Florida, are the owners of the entire Subdivision known as Surfwood Subdivision according to plat thereof recorded in Map Book 10, page 43, public records of St. Johns County, Florida, and

WHEREAS, said owners are desirous of encumbering all of the lots and property in said Subdivision with restrictive covenants which shall bind all persons, natural or corporate, who shall acquire title to any of the lots and property in said Subdivision,

THIS INDENTURE THEREFORE WITNESSETH: That said owners, for themselves, their heirs, legal representatives, successors and assigns, hereby encumber and restrict the said Surfwood Subdivision and all of the lots and property therein, as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one dwelling or residence not to exceed two and one-half stories in height, with a private garage or carport for not more than two cars attached to said single dwelling or residence.
2. No dwelling or residence shall be erected, altered, placed or permitted to remain on any lot having less than 1200 square feet of living area; and that any such dwelling or residence erected, altered, placed or permitted on any lot shall be set back from the front street right-of-way line a distance of not less than 25 feet and from any side lot line a distance of not less than 10 feet and from the rear or back lot line a distance of not less than 15 feet; and that each such dwelling or residence must have a tile roof.
3. Each lot when built upon must be sodded to the front sides and back property lines.
4. No separate or additional buildings shall be permitted to be erected, placed or permitted to remain on any lot which is in addition to the dwelling or residence hereby permitted on each of said lots.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.
6. No dwelling or residence shall be permitted to be used for commercial purposes of any nature or kind.

7. No signs or billboards shall be erected or permitted to remain anywhere on said premises.

8. No Noxious or offensive activities shall be carried on on any lot nor shall anything be done or permitted to be done thereon which may be or become an annoyance or nuisance to the neighboring property.

9. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be placed or used on any lot at any time with the exception of such buildings that might be placed thereon by any contractor to be used by him solely, and only during the construction of the improvements on said lot. Upon completion of said improvements the said contractor and/or owner shall immediately remove such temporary structure from said lot.

10. Residential owners are permitted to keep small pets, such as dogs and cats on their premises.

11. Clothes lines for drying wearing apparel or other laundry must be located in the back or rear of each dwelling or residence and must be taken down when not in use.

12. Each dwelling or residence must have an attached carport or garage.

13. No lot owner shall permit the parking of trucks or semi-trailer trucks on the streets of said Subdivision in front of their respective lots.

14. No garbage containers shall be permitted on any street in front of any dwelling or residence excepting on the day fixed for picking up such garbage by the local authorities, and that when said garbage has been collected such garbage can shall be immediately thereafter removed by the lot owner.

15. Ornamental fences shall not be erected beyond the front line of said dwelling or residence extended to the side lot lines of said dwelling or residence.

16. No dwelling or residence shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of such structure have been approved in writing by Jupiter Custom Builders, Inc., or its successor in title.

17. These covenants are to run with the land and shall be binding on all parties owning lots in said Subdivision at any time hereafter for a period of twenty-five years from the date these covenants and restrictions are recorded in the Office of the Clerk of the Circuit Court in and for St. Johns County, Florida, after which said twenty-five year period said covenants shall be automatically extended for successive periods of ten years, unless an instrument executed by a majority of the then owners of said lots in said Subdivision changing said covenants and restrictions in whole or in part is duly recorded in the office of the Clerk of the Circuit Court in and for St. Johns County, Florida.

18. A suit may be instituted by any lot owner against any other lot owner in said Subdivision for violating any restrictions and covenants herein. In the event any Court of competent jurisdiction should adjudge or decree any lot owner to be guilty of a violation of any restrictions or covenants herein, such lot owner against whom such judgment or decree is rendered shall be responsible and liable to the owner of the lot bringing such suit for all costs and expenses in the bringing of such suit, including a reasonable attorney's fee.

19. Invalidation of any one of these covenants by the judgment of any Court shall in nowise affect any of the other provisions herein, which shall remain in full force and effect for the purpose of maintaining a first class residential Sub-division.

20. These restrictions and covenants shall apply to and be binding upon the undersigned, their heirs, executors, administrators, legal representatives, successors and assigns, respectively.

IN WITNESS WHEREOF, the Jupiter Custom Builders, Inc., has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed, and the said John E. Loeffler and Marion E. Loeffler, his wife, have hereunto set their hands and seals as of this the 23rd day of January, A. D. 1960.

Signed, sealed and delivered in the presence of:

JUPITER CUSTOM BUILDERS, INC., a corporation of Florida.

Bessie Lee Slaughter By: Carl Lambert
Its President

Curtis B. Case
As to Jupiter Custom Builders, Inc.

ATTEST: Ray Ettel
Its Secretary

Bessie Lee Slaughter John E. Loeffler (SEAL)
(John E. Loeffler)

Curtis B. Case
As to John E. Loeffler and Marion E. Loeffler.

Marion E. Loeffler (SEAL)
(Marion E. Loeffler)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me personally appeared JOHN E. LOEFFLER and MARION E. LOEFFLER, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND the said MARION E. LOEFFLER, wife of the said JOHN E. LOEFFLER, on a separate and private examination by me taken separate and apart from her said husband, acknowledged to and before me that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal this 23rd day of January, 1960.

Bessie Lee Slaughter
Notary Public, State of Florida at Large
My commission expires: Oct. 15, 1962

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me personally appeared CARL LAMBERT and RAY S. ETTTEL, to me well known and known to me to be the President and Secretary, respectively, of JUPITER CUSTOM BUILDERS, INC., a corporation of Florida, the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation, executed the same; and then and there the said Carl Lambert and Ray S. Ettel did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal of said corporation by them in like capacity affixed, all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 23rd day of January, 1960.

Bessie Lee Slaughter
Notary Public, State of Florida at Large.

My commission expires: Oct. 15, 1962

No. 1111 Filed JAN 25 1960
at 11:11 o'clock A M. Recorded in the Public Records of the St. Johns County, Florida in the back end pages noted above.
By IRHAM FAVER Clerk Circuit Court
By Mildred D. Wells Deputy Clerk