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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

'SUN FURNITURE, INC., hereinafter called "Declarant", is the owner in fee simple of certain real property located in St. Johns County, Florida, described as:

Lots 1, 2, 3, 5, 6, 7, 8, 9, Wilcox's Replat Unit II, as recorded in Map Book 14 Page 68 of the public records of St. Johns County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots of Wilcox's Replat Unit II as described above, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Each lot shall be used as a residence for a single family and for no other purpose, and that residence must have a minimum of 1500 square feet of heated and cooled living area. The residence must have a garage with doors opening to the east or the west.

2. No noxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. Declarant hereby reserves the right without further consent from any land owner to grant to any public utility, municipality or other governmental unit, water or sewage company, an easement for a right-of-way in all roads and streets on which the land hereby conveyed abuts, and also in and to a five (5) foot strip of land located along the real lot line, and a five (5) foot strip of land located along any other lot line, for the right to erect and lay or cause to be erected or laid, maintained, removed or repaired, all light, telephone and telegraph.

poles, wires, water and gas pipes and conduits; catch basins, 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. All claims for damages, if any, by the construction, maintenance and repair of said utilities, or on account of temporary or other inconveniences caused thereby against Declarant, and its successors, is hereby waived by the purchaser.

4. All fuel tanks to be installed on property shall either be underground or in the rear of the property and enclosed in a manner to be approved by the Declarant.

5. No lot shall be used or maintained as a dumping ground for rubbish, and trash, garbage or other waste shall not be deposited except in sanitary containers.

6. In the event the Declarant, any government agency or a third party makes available a water or sewage system, it shall be the responsibility of each individual owner to pay all costs of connecting any such system and said connections shall meet all applicable laws and regulations. Such connections must be made within thirty (30) days of availability of the system and shall be underground.

7. All owners of property described above shall have the use of the six (6) foot easement for walkway to the beach, from Jessica Lynn Place to the Atlantic Ocean, as set forth in the recorded plat.

8. Declarant shall maintain the roads and any improvements to the easement for walkway to the beach until such time as seven (7) lots have been sold and recorded in the public records of St. Johns County, Florida. At such time Declarant will notify the property owners

at the address in the real property tax rolls of St. Johns County, Florida of a meeting within St. Johns County, to be held within thirty (30) days for the purpose of relinquishing Declarants responsibility of maintenance of the easement and for the purpose of the then property owners determining the manner and method of handling such maintenance. A vote of the majority of the lot owners present including Declarant shall be binding on all lot owners.

9. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The prevailing party shall recover all costs and be awarded reasonable attorney's fees.

10. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. The lot, in addition to the restrictions and conditions contained herein, is conveyed subject to all present and future rules, regulations, and resolutions of the County of St. Johns, State of Florida, if any, relative to zoning and the construction and erection of any buildings.

12. Failure of the Declarant, its successors or assigns, to promptly enforce any of the restrictions or covenants contained herein shall not be deemed a waiver of the right to do so thereafter.

EXECUTED on the 31ST day of AUGUST, 1981.

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

1981 AUG 31 PM 2:43

Paul "Bud" Hankel
CLERK OF CIRCUIT COURT

SUN FURNITURE, INC.

By:

J. Wilcox
Its President

