

WOODLAND ESTATES PROTECTIVE COVENANTS

The undersigned, E. V. OVERBY and JEAN D. OVERDY, his wife, whose post office address is: 2 Valencia Street, St. Augustine, Florida, owners of certain real property in St. Johns County, Florida, described as follows: Lots 1 through 28, Block 1, Lots 1, 2, 3, 4 and 14, Block 2, Lots 1 and 2, Block 3, and Lot 1, Block 4, all of Woodland Estates, according to map thereof recorded in Map Book 12, page 99, public records of St. Johns County, Florida, for the purpose of maintaining fair and adequate lot values and preserving and limiting the use of said lots for residential purposes, desire to create and impose certain protective covenants and restrictions in regard to said lots.

NOW, THEREFORE, the undersigned, for themselves, their heirs, legal representatives and assigns, do hereby impose upon Lots 1 through 28, Block 1, Lots 1, 2, 3, 4 and 14, Block 2, Lots 1 and 2, Block 3, and Lot 1, Block 4, all of Woodland Estates, according to map thereof recorded in Map Book 12, page 99, public records of St. Johns County, Florida, the hereinafter described protective covenants and restrictions which shall attach to and run with the title to the land, and shall bind the undersigned owners, their heirs, legal representatives and assigns, said protective covenants and restrictions being particularly set forth as follows:

PART A. RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE. 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 detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

A-2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

A-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet for a one-story dwelling, nor less than 1000 sq. ft. for a dwelling of more than one story.

A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 7.5 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

A-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the area plat and over the rear and side five feet of each lot.

A-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-8. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-9. No tree of more than four inches in diameter at the base shall be cut without first obtaining approval of the Architectural Control Committee.

A-10. No horse, mules, ponies, donkies, 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 a 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 the pleasure and use of the occupants. No commercial breeding of such pets is permitted.

A-11. 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-12. 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.

PART B. ARCHITECTURAL CONTROL COMMITTEE

B-1. MEMBERSHIP. The architectural control committee is composed of Mr. E. V. Overby, Mrs. Jean Overby and Mr. Sanchez Goode, all of St. Augustine, Florida.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS

C-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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

C-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.

C-3. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands and seals at St. Augustine, Florida, this

19th day of January, 1977.

Signed, Sealed and Delivered
in the presence of:

Debra A. (Bedisick)

Overby (SEAL)

Sanby Gode

Jean D Overby (SEAL)

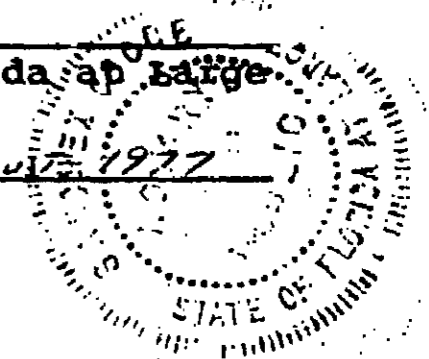
STATE OF FLORIDA

COUNTY OF ST. JOHNS:

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, E. V. OVERBY and JEAN D. OVERBY, his wife, to me well known to be the persons described in and who executed the foregoing instrument and duly acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, this 19th day of January, 1977.

Sanby Gode
Notary Public, State of Florida ap Large
My commission expires 7 August 1977



This instrument prepared by
CHARLES R. BENNETT
115 Cordova Street
St. Augustine
Florida

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

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CLERK CIRCUIT COURT