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Prepared by and return to:
Michael A. Candeto
DALE, BALD, SHOWALTER & MERCIER, P.A.
200 West Forsyth Street, Suite 1100
Jacksonville, Florida 32202-4308

Public Records of
St. Johns County, FL
Clerk# 00-011325
O.R. 1481 PG 1798
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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made effective as of this 7th day of March, 2000, by HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1996, and known as Trust One; HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust Two; HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust Three; HOWARD C. SERKIN, individually; and MARGERY A. SERKIN, individually (collectively, "Owner"),

WITNESSETH:

WHEREAS, Owner is the owner of that certain real property located in St. Johns County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof, hereinafter sometimes referred to as the "Serkin Lots"; and

WHEREAS, Owner wishes to record this "Declaration of Covenants, Conditions and Restrictions," hereinafter referred to as the "Declaration," for the purpose of providing a common plan or scheme of development for the Serkin Lots and for the purpose of aiding in the establishment and maintenance of an exclusive residential area of the highest quality for the maximum benefit and enjoyment of its residents;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, Owner declares as follows:

ARTICLE I

SUBJECTION TO DECLARATION; INTENT

Owner hereby subjects all of the lands located in and comprising the Serkin Lots, as described on Exhibit "A," to the provisions of this Declaration and states that they shall be sold and conveyed subject to the conditions, covenants, restrictions and other provisions contained in this Declaration, which, Owner acknowledges, are for the purposes of protecting the value and desirability of, and which shall RUN WITH THE LAND comprising, the Serkin Lots and shall be binding upon all parties having any right, title or interest in or to the Serkin Lots or any portion thereof, and such parties' respective heirs, successors and assigns, and which shall inure to the benefit of Owner and each Subsequent Owner, as such terms are defined in this Declaration, subject to the provisions of this Declaration.

ARTICLE II

DEFINITIONS

2.0 "Owner" means the aforesaid Owner of the Serkin Lots, their heirs and representatives, as such persons and entities may exist from time to time, acting together or separately, and such of Owner's successors and assigns as may be specifically designated by Owner as an "Owner" by an instrument recorded in the public records of St. Johns County, Florida.

2.1 The terms "the Serkin Lots" and "the Property" mean that certain real property located in St. Johns County, Florida, as described on Exhibit "A" attached hereto.

2.2 "Subsequent Owner" means the record owner, whether one or more persons, of the fee simple title to the Serkin Lots or any portion thereof, from time to time hereafter, other

than Owner, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

2.3 "Person" means any natural person or artificial legal entity, unless the context expressly requires otherwise.

2.4 "Dwelling Unit" means and refers to any single family residence built upon the Serkin Lots, including attached or detached residences.

ARTICLE III

CONSTRUCTION, PRESERVATION AND USE RESTRICTIONS

3.0 On-Site Construction. No pre-existing or prefabricated building or structure (with the exception of portable storage buildings not more than 15 feet in width, 22 feet in length and 10 feet in height) shall be moved onto or permitted to remain on the Serkin Lots or any portion thereof covered by this Declaration, it being the intent of this Declaration that any and all buildings or structures located on the Serkin Lots shall be constructed on the site.

3.1 Tree Protection. No live oak or magnolia tree seven inches (7") or greater in diameter, measured twenty-four inches (24") up from the base of the tree, may be cut, poisoned, excavated or tampered with in any manner that could or may cause damage or death to such tree, except trees located within six feet (6') of the footprint of any Dwelling Unit or garage or the edge of any tennis courts, decks or pools constructed on the Property. Any live oak or magnolia tree that is destroyed or is caused to lose more than forty percent (40%) of the size of its original canopy must be replaced at the expense of the then Subsequent Owner with a one hundred (100) gallon tree or a four-inch (4") or greater diameter tree of like species. The then Subsequent Owner shall be responsible for the survival of any replacement tree.

3.2 Protection by Guard Rails. Live oak and magnolia trees may be removed for the installation of a driveway, provided that no tree of either species with a ten-inch (10") or greater diameter trunk, measured twenty-four inches (24") up from its base, is damaged or destroyed. If the installation of a driveway will cause the damage or destruction of a tree, as described herein, the driveway shall be rerouted around the tree with a minimum clearance of twenty-four inches (24") from the base of the tree to the edge of the driveway. During construction on the Property, all live oak and magnolia trees with a diameter of seven inches (7") or greater, measured twenty-four inches (24") up from the base of the tree, that are located within fifty feet (50') of the outside edge of the Dwelling Unit and garage footprint or within twelve feet (12') of the driveway must be protected with guard rails. Guard rails shall be located at the drip line of the tree or at a minimum of twelve feet (12') from the trunk measured up from the base of the tree, whichever distance from the trunk is greater. Trees located within ten feet (10') of the Dwelling Unit, garage, swimming pool, tennis court or any other building on the Serkin Lots may have guard rails four feet (4') out from the base. No building material may be stored inside the guard rails. No dumping of cement, concrete, mortar or any other material that can change the pH of the soil, or alter the soil in any way, will be permitted on the Serkin Lots. Notwithstanding any of the foregoing provisions to the contrary, all guard rails must be located on the Property, and, with regard to those trees located within twelve (12) feet of the edge of a driveway or within four (4) feet of the footprint of any Dwelling Unit or garage, the associated guard rail may be located one-half (1/2) of such distance from such driveway or structure.

3.3 Construction of Guard Rails. Guard rails are to be constructed in the following manner: Posts are to be a minimum of three and one-half inches by three and one-half inches by three feet long (3 1/2" x 3 1/2" x 3'), constructed of pine or equivalent material, and must be buried three feet (3') in the ground every ten feet (10'). Guard rails must be a minimum of three and one-half inches by one and one-half inches (3 1/2" x 1 1/2") in size, three (3) feet above existing grade with a maximum height of four and one-half feet (4 1/2") from existing grade. All guard rails must be installed at least one (1) week prior to groundbreaking for foundation work or the construction of tennis courts, pools or driveways.

3.4 Retention of Existing Vegetation. As to each of the Serkin Lots (excluding the area within the footprint of the Dwelling Unit and the area six feet (6') outside of the footprint of the Dwelling Unit and garage), a minimum of forty percent (40%) of the overall existing

vegetation (with a minimum combination of twenty percent (20%) in the front and twenty percent (20%) in the rear) must remain undisturbed and unaltered (except for trimming undertaken for beautification purposes or the health of the plant) at all times, except that dead vegetation and materials may be cleaned out and mulch may be used for aesthetics and weed control. This obligation to preserve forty percent (40%) of the existing vegetation undisturbed and unaltered applies to native palmetto plants, cedar trees and pine trees, regardless of size.

3.5 Recreational Vehicles. No recreational vehicles shall be parked on the Serkin Lots so as to be visible from any adjacent property or roadway.

3.6 Subdivision. The Serkin Lots shall not be subdivided so as to result in any subdivided lot with an area of less than twenty-four thousand (24,000) square feet, without the prior written approval of Owner.

3.7 Hazardous Materials. No hazardous materials or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the Serkin Lots except in strict compliance with applicable government rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on the Serkin Lots subject to applicable government regulations and shall be stored in containers specifically designed for that purpose.

ARTICLE IV

LIABILITY

4.0 General Provisions. Notwithstanding anything contained in this Declaration, Owner shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, agents, employees, servants, contractors or subcontractors, nor for any property of such persons.

4.1 Specific Provisions. Without limiting the generality of the foregoing:

(a) It is the express intent of this Declaration that its various provisions that govern or regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither Owner nor any Subsequent Owner is empowered by this Declaration to enforce or ensure compliance with the laws of the United States, the State of Florida or the County of St. Johns or any other jurisdiction.

(c) The provisions of this Declaration setting forth the uses of the Serkin Lots that relate to health, safety or welfare shall be interpreted and applied only as limitations on the uses of such Property and not as creating a duty of Owner or any Subsequent Owner to protect or further the safety or welfare of any third parties.

4.2 Subsequent Owner's Covenants. Each Subsequent Owner, his heirs, successors and assigns, by virtue of such Subsequent Owner's acceptance of title (and each other person or entity having an interest or lien upon, or making the use of, any portion of the Property by virtue of accepting such interest or lien or by making use thereof), shall be bound by this Article IV and shall be deemed automatically to have waived any and all rights, claims, demands or causes of action against Owner arising from or connected with any matter for which the liability of Owner has been disclaimed in this Article IV.

ARTICLE V

ENFORCEMENT RIGHTS, DURATION AND TERMINATION

5.0 Enforcement. If any person or entity shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for Owner, any Subsequent Owner, or group of Subsequent Owners, or any one or more of them, to (1) institute proceedings at law for the

recovery of damages, or (2) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by Owner, any Subsequent Owner, or group of Subsequent Owners, to enforce any covenant, condition or restriction herein contained shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including without limitation, Owner, any Subsequent Owner, or any group of Subsequent Owners, having rights hereunder who shall bring an action and prevail in any court of law having jurisdiction to enforce the covenants, conditions and restrictions in this Declaration shall, in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the costs of institution and prosecution of such proceedings through judgment and all appellate levels, and in all administrative or agency proceedings. The rights to enforce the covenants, conditions and restrictions, as enumerated in this Declaration, shall be cumulative and in addition to and not in lieu of all other provisions and rights to enforce the covenants, conditions and restrictions contained in this Declaration, or as provided by law.

5.1 Duration. The provisions of this Declaration shall remain in effect for thirty (30) years, unless sooner terminated in accordance with the provisions hereof.

5.2 Termination by Owner. Owner shall have the right and power to amend (with the consent of the then Subsequent Owner) or revoke (in Owner's discretion) all or any portion of this Declaration, to terminate this Declaration in whole or in part, and to assign, reassign or relinquish Owner's enforcement rights under this Declaration from time to time.

5.3 Assignment of Enforcement Rights. Owner hereby assigns to Derick Woolverton the nonexclusive right to enforce the provisions of this Declaration, subject to Owner's prior written approval of all enforcement actions taken by such person; and Owner also retains such enforcement rights on Owner's own behalf.

5.4 Successors and Assigns. Except as provided in Sections 5.2 and 5.3 above, all of the rights of Owner, in connection with the enforcement of any portion of this Declaration, shall extend to Owner's successors and assigns.

5.5 Venue. The venue for any such proceeding brought to enforce the provisions of this Declaration shall be in St. Johns County, Florida.

IN WITNESS WHEREOF, Owner has executed this instrument in the capacity and for the purposes indicated, on the day and year first above written.

WITNESSES:

Shannon K. Thompson
Print Name: Shannon K. Thompson

Douglas M. Kravitz
Print Name: Douglas M. Kravitz

Shannon K. Thompson
Print Name: Shannon K. Thompson

Douglas M. Kravitz
Print Name: Douglas M. Kravitz

Shannon K. Thompson
Print Name: Shannon K. Thompson

Douglas M. Kravitz
Print Name: Douglas M. Kravitz

Howard C. Serkin

HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust One

Howard C. Serkin

HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust Two

Howard C. Serkin

HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust Three

WITNESSES:

Sharon K. Thompson Howard C. Serkin
Print Name: Shannon K. Thompson HOWARD C. SERKIN, individually

Douglas M. Krauet
Print Name: Douglas M. Krauet

Sharon K. Thompson Margery A. Serkin
Print Name: Shannon K. Thompson MARGERY A. SERKIN, individually

Douglas M. Krauet
Print Name: Douglas M. Krauet

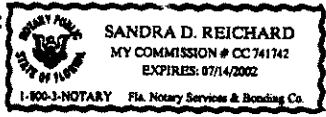
STATE OF FLORIDA
COUNTY OF DUVAL

Execution of the foregoing instrument was acknowledged before me this 13th day of March, 2000, by HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust One. He X is personally known to me or ___ has produced _____ as identification.

Sandra D. Reichard
Notary Public, State of Florida at Large

Sandra D. Reichard
Name Printed or Typed

My commission expires:
[Notarial Seal]



STATE OF FLORIDA
COUNTY OF DUVAL

Execution of the foregoing instrument was acknowledged before me this 13th day of March, 2000, by HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust Two. He X is personally known to me or ___ has produced _____ as identification.

Sandra D. Reichard
Notary Public, State of Florida at Large

Sandra D. Reichard
Name Printed or Typed

My commission expires:
[Notarial Seal]



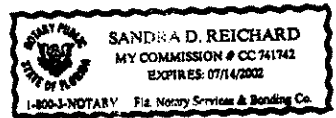
STATE OF FLORIDA
COUNTY OF DUVAL

Execution of the foregoing instrument was acknowledged before me this 13th day of March, 2000, by HOWARD C. SERKIN, as Trustee under Land Trust Agreement dated September 13, 1990, and known as Trust Three. He X is personally known to me or ___ has produced _____ as identification.

Sandra D. Reichard
Notary Public, State of Florida at Large

Sandra D. Reichard
Name Printed or Typed

My commission expires:
[Notarial Seal]



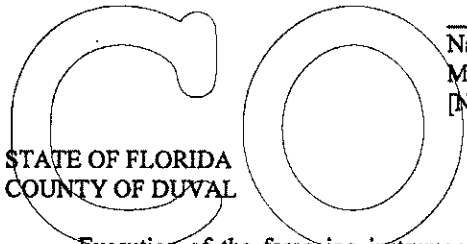
STATE OF FLORIDA
COUNTY OF DUVAL

Execution of the foregoing instrument was acknowledged before me this 13th day of March, 2000, by HOWARD C. SERKIN, individually. He X is personally known to me or _____ has produced _____ as identification.

Sandra D. Reichard
Notary Public, State of Florida at Large

Sandra D. Reichard
Name Printed or Typed

My commission expires:
[Notarial Seal]



STATE OF FLORIDA
COUNTY OF DUVAL



Execution of the foregoing instrument was acknowledged before me this 13th day of March, 2000, by MARGERY A. SERKIN, individually. She _____ is personally known to me or X has produced Fla. Drivers License as identification.

Sandra D. Reichard
Notary Public, State of Florida at Large

Sandra D. Reichard
Name Printed or Typed

My commission expires:
[Notarial Seal]



EXHIBIT "A"

A PORTION OF GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF A LINE DIVIDING GOVERNMENT LOT 3, SECTION 2 AND GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 4 SOUTH, RANGE 29 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 203 (FORMERLY NO. 78, NO. 140 AND NO. A-1-A) A 66 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED, RUN THENCE ALONG THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE, SOUTH 13°05'00" EAST, A DISTANCE OF 676.79 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION. FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 13°05'00" EAST, A DISTANCE OF 200.0 FEET; RUN THENCE SOUTH 76°55'00" WEST, A DISTANCE OF 742 FEET, MORE OR LESS TO THE MARGINS OF GUANA LAKE; THENCE RUN NORTHEASTERLY ALONG THE MEANDERINGS OF SAID MARGIN 168 FEET, MORE OR LESS; THENCE RUN NORTH 76°55'00" EAST, 195 FEET, MORE OR LESS TO A POINT THAT LIES SOUTH 76°55'00" WEST, 500.00 FEET FROM THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE RUN NORTH 13°05'00" WEST, 40.00 FEET, THENCE RUN NORTH 76°55'00" EAST, 500.00 FEET TO THE POINT OF BEGINNING.