

DECLARATION OF COVENANTS AND RESTRICTIONS

SHANDS LANDING

ST. JOHNS COUNTY, FLORIDA

COPY

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KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Randal L. Ringhaver, hereinafter called "Developer", holds title to all of the lots shown on the plat of Shands Landing, recorded in Plat Book \_\_\_\_, at pages \_\_\_\_ and \_\_\_\_, of the Current Public Records of St. Johns County, Florida.

NOW, THEREFORE, Developer, for himself and his heirs and assigns, does hereby declare that all of the lots shown on the plat of Shands Landing shall be held, sold and conveyed subjected to the following covenants and restrictions which shall run with the title to the lots and each of them, and the grantee of any deed conveying any lot or lots, parcels or tracts other than lots 11 and 18 which were deeded prior to the adopting of these covenants and restrictions of said land or any parts or thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, to comply with and be bound by all the following covenants and restrictions:

1. SINGLE FAMILY RESIDENT ONLY: TWO STORY LIMIT. The term "Lot" as used herein shall refer to the numbered lots as shown on said Plat. No structure shall be erected, altered or permitted to remain on any Lot other than for use as a single family residence. Without the written approval of Developer, the height of any residence on each Lot shall not be more than two (2) full stories above the normal surface of the ground. No building on any Lot shall be rented or leased separately from the rental or lease of the Lot. Nothing herein contained shall be construed to prevent Developer from using any Lot or portion thereof for a right-of-way for road purposes or easements, in which event none of the restrictions herein shall apply to such Lot.

2. MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE. No residence shall be erected or allowed to remain on any Lot unless the heated area thereof is at least 1800 square feet.

3. SET BACK FOR ALL STRUCTURES. No building or any type or kind of structure (except drives and walks), or any part of any of the same shall be erected, placed or allowed nearer than twenty-five (25) feet of the front lot line nor nearer than ten (10) feet to any side lot line. Front lot lines are adjacent to streets.

4. FENCES AND WALLS. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum set back line provided in paragraph 3 unless approved by the Developer. No fence shall be placed in front yard areas.

15. SEPTIC TANK: The State of Florida and St. Johns County have imposed certain requirements for septic tanks. All septic tanks shall comply with all State and County regulations at time of their installation.

16. AIR CONDITIONERS: No window air conditioner units shall be installed in any building on exterior of residence.

17. VEHICLE PARKING: No vehicles having commercial signs may be parked in driveway or parking area. This includes trucks, boats, boat trailers, travel trailers, camp trailers and motor homes. No repairing or overhauling of vehicles shall be allowed in driveway or parking area.

18. SIGNS: No signs other than those indicating street address or name of residents shall be placed on any lot except that Developer may erect or maintain a commercial and display sign and such temporary dwellings, model house and other structures, as Developer may deem advisable for development purposes until all lots are sold.

19. CONSTRUCTION TIME. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each Lot unless such completion is rendered impossible as the result of strikes, fires, national emergencies or natural calamities.

20. GARAGES, CARPORTS AND SWIMMING POOLS. Entrances to garages and carports shall not face and open towards the front lot line. Swimming pools shall not be located in front yards nor in side yards of corner Lots adjacent to any street.

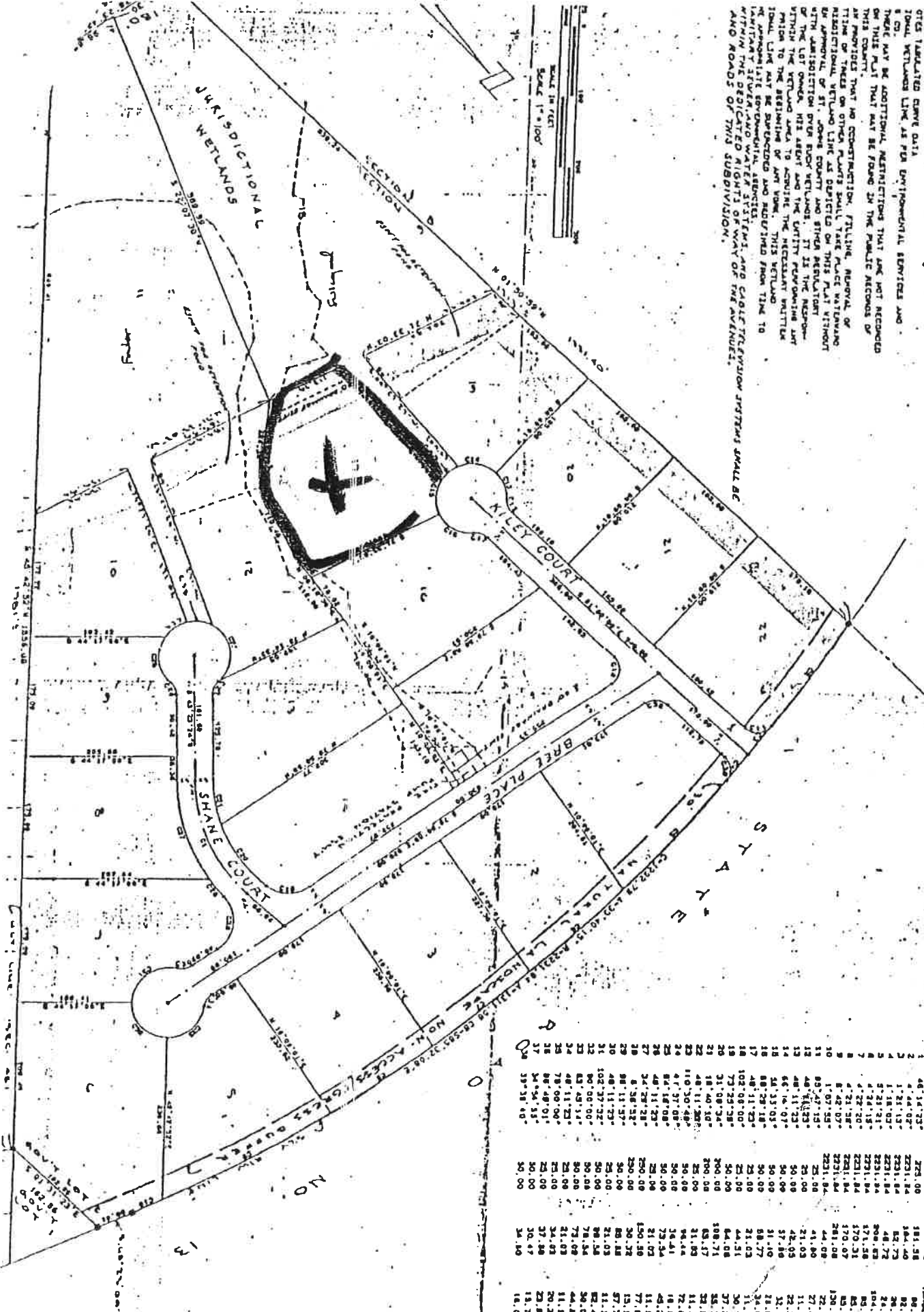
21. AMENDMENTS OR ADDITIONAL RESTRICTIONS. The Developer reserves and shall have the right: (a) to amend this Declaration of Covenants, Restrictions and Easements, but all such amendments shall conform to the general purposes and standards herein contained; (b) to amend these Covenants, Restrictions and Easements for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or on said Plat; (c) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the said land which do not lower the standards of any of the provisions of these Covenants, Restrictions and Easements; and (d) to release any Lot from any part of the provisions contained herein which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation PROVIDED that any such release shall not constitute a release or waiver of any future violation of any Lot.

22. MAIL BOXES. Mail boxes and newspaper boxes shall be at a central place near entrance as designated by the Developer.

23. ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS. No property owner, without the prior written consent and approval of the Developer, may impose any additional covenants and restrictions on any Lot or part thereof.

A PORTION OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA.

CITY PLANNING DEPARTMENT  
 CITY ENGINEER  
 CITY PLANNING DEPARTMENT  
 BASED ON THE CONTROL POINT  
 OF 11, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF ST. JOHNS  
 COUNTY, FLORIDA.  
 THIS SURVEYED CURVE DATA  
 THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED  
 ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF  
 THIS COUNTY.  
 AS PROVIDED THAT NO CONSTRUCTION, FILLING, REMOVAL, OR  
 TIME OF TAKES ON OTHER PLANS SHALL TAKE PLACE HEREIN  
 RESTRICTIONS, RETURN LINE AS SHOWN ON THIS PLAN WITHOUT  
 THE APPROVAL OF ST. JOHNS COUNTY AND ST. JOHNS COUNTY  
 WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY  
 OF THE LOT OWNER, HIS AGENT AND THE CITY PLANNING DEPARTMENT  
 WITHIN THE RETURN AREA TO ACQUIRE THE NECESSARY PERMITS  
 FROM THE RESIDING OF ANY WORK THIS WETLAND  
 TO BE APPLICABLE TO ANY OTHER JURISDICTION.  
 WITHIN THE RETURN AREA AND WATER SYSTEMS AND CABLE TELEVISION SYSTEMS SHALL BE  
 AND ROADS OF THIS SUBDIVISION.



CURVE	DEG. TA.	RADIUS	ARC	TANGENT
1	46° 14' 23"	2751.06	181.58	89.08
2	4° 44' 07"	2231.84	54.18	82.25
3	1° 21' 13"	2231.84	52.72	82.25
4	1° 18' 07"	2231.84	48.72	78.37
5	5° 21' 21"	2231.84	90.43	104.36
6	4° 34' 15"	2231.84	171.58	181.32
7	4° 27' 20"	2231.84	170.31	181.32
8	4° 21' 58"	2231.84	170.07	181.32
9	4° 15' 57"	2231.84	169.82	181.32
10	4° 09' 55"	2231.84	169.57	181.32
11	4° 03' 53"	2231.84	169.32	181.32
12	3° 57' 51"	2231.84	169.07	181.32
13	3° 51' 49"	2231.84	168.82	181.32
14	3° 45' 47"	2231.84	168.57	181.32
15	3° 39' 45"	2231.84	168.32	181.32
16	3° 33' 43"	2231.84	168.07	181.32
17	3° 27' 41"	2231.84	167.82	181.32
18	3° 21' 39"	2231.84	167.57	181.32
19	3° 15' 37"	2231.84	167.32	181.32
20	3° 09' 35"	2231.84	167.07	181.32
21	3° 03' 33"	2231.84	166.82	181.32
22	2° 57' 31"	2231.84	166.57	181.32
23	2° 51' 29"	2231.84	166.32	181.32
24	2° 45' 27"	2231.84	166.07	181.32
25	2° 39' 25"	2231.84	165.82	181.32
26	2° 33' 23"	2231.84	165.57	181.32
27	2° 27' 21"	2231.84	165.32	181.32
28	2° 21' 19"	2231.84	165.07	181.32
29	2° 15' 17"	2231.84	164.82	181.32
30	2° 09' 15"	2231.84	164.57	181.32
31	2° 03' 13"	2231.84	164.32	181.32
32	1° 57' 11"	2231.84	164.07	181.32
33	1° 51' 09"	2231.84	163.82	181.32
34	1° 45' 07"	2231.84	163.57	181.32
35	1° 39' 05"	2231.84	163.32	181.32
36	1° 33' 03"	2231.84	163.07	181.32
37	1° 27' 01"	2231.84	162.82	181.32
38	1° 21' 00"	2231.84	162.57	181.32
39	1° 15' 00"	2231.84	162.32	181.32
40	1° 09' 00"	2231.84	162.07	181.32
41	1° 03' 00"	2231.84	161.82	181.32
42	1° 00' 00"	2231.84	161.57	181.32
43	1° 00' 00"	2231.84	161.32	181.32
44	1° 00' 00"	2231.84	161.07	181.32
45	1° 00' 00"	2231.84	160.82	181.32
46	1° 00' 00"	2231.84	160.57	181.32
47	1° 00' 00"	2231.84	160.32	181.32
48	1° 00' 00"	2231.84	160.07	181.32
49	1° 00' 00"	2231.84	159.82	181.32
50	1° 00' 00"	2231.84	159.57	181.32

5. ALL STRUCTURES TO BE APPROVED BY DEVELOPER. To insure the development of said Lots as a residential community of highest quality and standards, and to insure that all improvements on each Lot are attractive and pleasing in appearance, the Developer reserves the right to approve all of the buildings, structures, fences, walls and other improvements to be built on each Lot. No residence, fence, walls, or other structures shall be commenced, erected or allowed to remain on any Lot, nor shall any additions to or changes or alternations of the exterior thereof be made, unless and until building plans and specifications for the improvements, including, if so required, plans for the grading and landscaping of the Lot have been submitted to and approved by the Developer in writing. The Developer shall use reasonable standards in determining his approval.
6. TRASH. All garbage and trash must be stored in closed containers and hidden from view from adjacent lots and roadway.
7. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main lines and the residence and other buildings located on each Lot shall be concealed and located underground.
8. NO SHEDS, SHACKS OR TRAILERS. No sheds, shacks, mobile house, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot, provided that Developer may maintain a construction and/or a sales trailer on any of the Lots. Storage of boats, cars, recreational vehicles, in any open area shall not be permitted for a period of more than thirty (30) days.
9. BUILDING PLOT SIZE. No residential structure shall be erected or placed on any building plot which has an area of less than the smallest platted Lot.
10. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to remain or accumulate on any part of any Lot.
11. AERIALS AND ANTENNAS. No radio or television aerial or antenna nor any other exterior or electric equipment or devices of any kind shall be installed or maintained in the front yard of any Lot or the side yard of any corner Lot adjacent to any street.
12. CLOTHES LINES. No clothes or laundry shall be hung or clothes lines erected in th front yard of any Lot or in any carport, or the side yard of any corner Lot adjacent to any street.
13. PETS. Not more than three common domestic pets shall be kept on any Lot.
14. TREES AND PLANTS. No shrubbery, hedges, trees or other plantings shall be placed or planted on any part of any Lot lying outside the Lot lines as shown on the recorded plat. No living tree having a diameter greater than ten inches, breast high, may be cut on any Lot without first obtaining written approval of the Developer.

24. RESTRICTIONS EFFECTIVE PERIOD. These covenants and restrictions as such may be amended and added to from time to time as provided for herein, shall be covenants and restrictions running with the title to said land and shall remain in full force and effect until the first day of January, 2015.

25. LEGAL ACTION OR VIOLATION. If any person, firm or corporation, or other entity shall violate any of these covenants and restrictions, the Developer or any person or persons owning any Lot may (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be cumulative of all other remedies now or hereafter provided by law.

The failure of the Developer, his heirs or assigns, to enforce any covenants or restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same or any other breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obligated to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All covenants and restrictions contained herein shall be deemed several and independent, and the invalidity of one or more or any part of any covenant or restriction shall in no way impair the validity of the remaining covenants, restrictions or any part thereof.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions have been executed by the Developer this \_\_\_\_ day of \_\_\_\_\_, 1989.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Randal L. Ringhaver (SEAL)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1989 by Randal L. Ringhaver.

\_\_\_\_\_  
Notary Public, State of Florida  
At Large

My Commission Expires \_\_\_\_\_

