

THIS DOCUMENT PREPARED BY:

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2676 US 1 SOUTH  
ST. AUGUSTINE, FLORIDA 32086

PARCELS I

ALISON D. GRAUBARD TRACT

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

LOT ADDRESSES: 8145, 8155, 8165, 8175, 8185, 8195 A1A SOUTH  
ST. AUGUSTINE, FLORIDA

Owner herein desires to provide for the use of certain lands more particularly described in Exhibit A attached hereto and made a part hereof (the Property) so as to assure high quality standards for the enjoyment of the Property and to promote the quality of life for the future owner of the Property. The purpose of these restrictions is to insure the use of the Property for attractive single-family residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the Property and to maintain desired standards of the area. The intent of all of these restrictive covenants is to insure the perpetual preservation of the natural beauty and tranquility of this unique Property. It shall be incumbent on Owner to always keep foremost in mind the preservation of the natural beauty of this property while protecting its environmental integrity. The overall criteria and theme of these covenants, conditions, and restrictions is to preserve the natural ecosystem of the property while allowing for development, which to the extent possible, preserves the environment.

(1) BUILDING COVENANTS AND RESTRICTIONS. No building shall be erected, altered, placed or permitted to remain on this property other than one detached single-family residential dwelling containing not less than two thousand (2,000) square feet of enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports) and having a private and enclosed garage for carport minimum of Four Hundred Forty (440) square feet. No structure may be constructed separate and apart from the residential construction of the main residential dwelling other than a garage or separate building as described in (2) below.

(2) SEPARATE BUILDINGS. Guest or servant quarters may be erected in a separately constructed building. Such separate buildings, shall be intended for intermittent or temporary occupancy by a nonpaying guest, provided however, that such separate building shall have no cooking facilities and shall not be rented separate from

the main dwelling. Such separate buildings may be used for domestic servants employed by the owner of the property. All separate buildings, garages, utility-storage buildings, porches, and screened in areas shall be designed in harmony with the dwelling.

(3) **BUILDING RESTRICTION LINES.** One residential dwelling may be located upon this property or on a combination of adjoining properties and in such event the side building restriction lines apply to the outermost side lot lines.

(4) **SETBACK PROVISIONS.** The following setback provisions apply as minimum requirement, to the property. Dwellings shall be set back 12 feet measured from the wall to side lot line, and further there shall be a minimum set back of 30 feet set back as measured from the edge of the A1A , F.D.O.T. right of way to the front wall of the Dwelling. Minimum 50 feet rear yard buffer will be required from the jurisdictional wetland line as determined on each parcel. Lot owner must maintain a 30 foot natural landscape buffer zone along the front of each parcel as described in paragraph 2 of the attached approved site plan, recorded on September 19, 2000 in St. Johns County, Florida.

All lots shall remain uncleared, in its natural state, until a lot is to be used for building purposes. Each lot shall require a St. Johns County Clearing Permit and Site Plan Approval.

(5) **DRIVEWAY CONSTRUCTION.** The residential dwelling shall have a mutual driveway, on the first thirty (30) feet from A1A access through the front natural buffer to which shall be at least 24 feet wide. The driveway shall be located on the North or South side respectively of the property boundary line entering Highway A1A in common with the adjoining parcel owner. All driveways will maintain a minimum distance of 5 feet from the property line beyond the thirty (30) feet buffer.

(6) **GAMES AND PLAY STRUCTURES.** All play structures, platforms, doghouses, tennis court, playhouse or structures of a similar kind or nature shall be located at the rear of the Dwelling, and shall be constructed so as to not adversely effect the adjacent property owner or the use thereof. Such structures shall not be raised above the ground in such a manner as to result in the violation of the privacy of the adjacent property Owners.

**FENCES AND WALLS.** The composition, location and height of any fence or wall to be constructed on any lot will be subject to County regulations. The composition of any fence or wall is to be consistent with material used in the surrounding residential dwellings and other fences, if any. If an owner owns a permitted pet, such owner shall be required to erect and maintain a fenced rear yard.

(7) **SWIMMING POOLS AND TENNIS COURTS.** Any swimming pool or tennis court to be constructed on any lot shall be subject to the following requirements:

Composition is to be of material thoroughly tested and accepted by the industry for such construction.

Any lighting of a pool or other recreation area shall be designed so as to be buffered from the surrounding Dwellings.

Tennis court lighting shall not be permitted.

If one owner elects to purchase two (2) adjoining properties and use one for recreation purposes, the property used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side.

(8) WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

(9) UTILITY CONNECTION. Building connections for all utilities, including, but not limited to, water, electricity, telephone and cable television shall be run underground from the proper connecting points to the dwelling in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will not be considered unless excess water can be dispelled directly into a storm water drainage structure.

(10) PARCEL SIZE. An owner may purchase more than one adjoining parcel and use such parcel for residential or recreational purposes as elsewhere provided herein. Parcels may be purchased by the adjoining owner and subdivided to increase the adjoining parcel. No parcel may be subdivided or separated into smaller parcels by any Owner; provided that this prohibition shall not prohibit corrective deeds or similar corrective instruments.

(11) RESIDENTIAL USES. All dwellings and any improvements on property shall be used for residential living units and certain appurtenant purposes such as storage facilities, cabanas, guest houses or garages and for no other purpose, and no business or commercial building may be erected on any property which requires additional traffic in the Property. The leasing of a dwelling shall not relieve the owner as well as the tenant of the necessity of compliance with this restriction.

(12) NUISANCES. Nothing shall be done or maintained on any lot or dwelling which may be or become an annoyance or nuisance to the other owners of the property or which is noxious or offensive.

(13) PETS AND ANIMALS. No animals except common domestic household pets, within the ordinary meaning and interpretation of such words including dogs, cats, fish and birds may be kept, maintained and cared for in dwelling or within the property. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance.

(14) OIL AND MINING OPERATION. No oil drilling, mining operations, oil refining, quarrying or oil development operations, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained for permitted upon property.

(15) LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(16) HAZARDOUS MATERIALS. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the property except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances may be stored or used on the property subject to strict safety codes and shall be stored in containers specially designed for that purpose.

(17) JURISDICTIONAL LAND. In connection with the property extreme care shall be taken to protect the jurisdictional lines without obtaining a permit from the applicable agencies.

(18) No mobile homes shall be placed on the property at any time.

(19) No non-organic fertilizers, insecticides, herbicides, pesticides, including bug and insect exterminating poisons or lawn spraying poisons shall be dispensed on any part of the yards or exterior portions of the property.

(20) OWNER COVENANT. Each owner, his heirs, successors and assigns (by virtue of his acceptance of title to his parcel) and each other person or entity having an interest in or lien upon or making use of, any portion of the property (by virtue of accepting such interest or lien or making use thereof) shall be bound by these covenants.

(21) ENFORCEMENT. Any adjacent parcel who has the same covenants and restrictions imposed on his/her property shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the above provisions. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

(22) SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(23) TERM. These covenants and restrictions shall run with and bind the land, for a term of 99 years from the date these restrictions are recorded.

**SPECIAL COVENANT, CONDITION AND RESTRICTION FOR LOT 1-1, IDENTIFIED AS LOT ADDRESS 8145 A1A SOUTH.** The lot owner(s) of Lot 1-1 hereby agree(s) "TO PROVIDE LIMITED INGRESS AND EGRESS WITHIN THOSE PORTIONS OF THE SAND DOLLAR MIDDEN SITE II (FLORIDA MASTER SITE FILE #8SJ3132), WHICH ARE INCLUDED WITHIN THE JURISDICTIONAL WETLANDS AND THE ST. JOHNS COUNTY'S WETLAND BUFFER AREAS FOR FUTURE PROFESSIONAL ARCHAEOLOGICAL STUDIES OR ANY OTHER HISTORICAL PRESERVATION MANAGEMENT PLAN APPROVED BY ST. JOHNS COUNTY."

SIGNED AND AGREED TO this 20<sup>th</sup> day of October 2000.

WITNESSES

OWNER:

*Felicia M. Brown*  
Printed: Felicia M. Brown

*Al Ison D. Graubard*  
AL ISON D. GRAUBARD  
BY ROBERT GRAUBARD, POA *Att. in Fact*

*Jennifer F. Brown*  
Printed: Jennifer F. Brown

STATE OF FLORIDA)  
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October 2000 by AL ISON D. GRAUBARD BY ROBERT GRAUBARD, POA. HE IS PERSONALLY KNOWN TO ME.

*Jennifer F. Brown*  
(Print Name) Jennifer F. Brown

NOTARY PUBLIC  
State of Florida at Large  
Commission #:  
My Commission Expires:



EXHIBIT A  
DESCRIPTION OF PROPERTY