

Deed Restrictions to Add to Deeds

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to the following covenants and restrictions, which shall run with title to the Property and which shall be enforceable by any owners of, Lots 1, and 11 through 15, of Block "A", Surfside Subdivision Plat, Map Book 3, Page 81, Public Records of St. Johns County, FL, Marsh Harbor Development, LLC, a Florida Limited Liability Company, its successors or assigns, or The Board of County Commissioners of St. Johns County Florida

The architectural style of all vertical improvements on the Property must be Florida Vernacular as defined by the St. Johns County Land Development Code, Ordinance 99-51, Section 3.09.06B, as amended in effect at the time this Special Warranty Deed is executed, except that such architectural style shall not include the use of architectural shingles. No detached storage structures shall be allowed on the Property. No land or vegetation disturbance of any type is allowed outside of the building footprint and driveway footprint as described below and shown on the attached Exhibit "B". The rear of all structures (except for docks) shall be no further than 75' from the westerly right-of-way of Fourth Street. The minimum front setback along Fourth Street shall be 15'. The minimum side setbacks are 8' each side. All Lots shall provide a 2 car garage and 2 car driveway in substantially the location shown on the attached Exhibit "B". The maximum building footprint (excluding driveway) of all vertical structures on the Property within the parameters outlined above shall be 2,100 square feet. The maximum height of all structures shall be 42' NGVD. Shared docks shall be required with Lots 1 and 11, 12 and 13, and 14 and 15 each sharing such docks. Docks shall be constructed as shown on the attached Exhibit "B". Permitting of docks shall be the responsibility of Grantee and adjacent Lot owner. A cross access, construction, and maintenance easement is hereby created for construction of such docks between adjacent property owners. Grantee hereby agrees that if permitting, construction, or maintenance is performed by the adjacent Lot owner with whom Grantee share a dock, Grantee shall reimburse said adjacent Lot owner 1/2 of such costs within 30 days of receiving a written invoice. A conservation easement is hereby created over all of the Property except that portion within the building footprint and the driveway as described above. The easement shall permit construction of the dock described above and pedestrian access to the dock. No vegetation removal shall be permitted within the easement except as necessary for access to the dock. No stairs or other access shall be permitted from the home to the wetlands or upland buffer, except that access shall be permitted to the dock. No other construction shall be permitted within this conservation easement. The number of household pets shall not exceed 4 for any dwelling unit, provided they are not kept, bred or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to any neighbor. No television, radio, electronic or other type of antenna or satellite dish may be erected on the Property or attached to the exterior of any improvement on the Property, except that a satellite dish not exceeding 18" in width shall be permitted on the Property. Any vertical improvements to be built on the Property must first receive plan approval from Marsh Harbor Development, LLC, its successors or assigns. Marsh Harbor Development, LLC, its successors and assigns, must approve all exterior paint colors used for the residences. All dwelling units constructed on the Property must be a minimum 1,500 square feet of heated and cooled living area. Boats and other recreational vehicles stored on the Property for greater than 48 hours must be less than 25' in length and must be stored in the garage. No modular, manufactured or mobile homes of any type are permitted on the Property. Grantee, his successors and assigns is responsible to maintain and repair all portions of the dwelling unit, including but not limited to the exterior of the unit, utility lines, driveway, and other improvements located on the Property.

