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CONVENANTS & RESTRICTIONS
FOR

OFF REC 610 PAGE 88

OSCEOLA POINT S/D

(According to Plat recorded in Map Book 15, Pages 80 & 81
of the current public records of St. Johns County, Florida)

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, structure, towers, antennae, aeriols, or other improvements, detached or otherwise, 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 SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 900 square feet 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 25 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 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. MINIMUM LOT SIZE. No residence shall be constructed on any lot which comprises a re-subdivision of an existing lot. Residential construction is confined to lots of an area of not less than platted size. In any event, not more than one residence per recorded lot is permitted.

A-6. 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-7. 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 times as a residence either temporarily or permanently.

A-8. No tree of more than six inches in diameter at the base shall be cut without first obtaining approval of the Architectural Control Committee.

A-9. No horses, mules, ponies, donkeys, 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-10. 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 services and solely for such purposes.

A-11. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities, water, sewer, cable television and electricity are reserved by owner.

PART B. ARCHITECTURAL CONTROL COMMITTEE

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, and must appoint such successor in writing within 45 days for the vacancy. 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 75% of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or fill a vacancy if such vacancy has not been timely filled by the committee.

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, 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. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Signed, sealed and delivered in the presence of:

Maureen S. Conner
David [unclear]

John E. Corbett
Evelyn M. Corbett

State of Florida,
County of St. Johns

I HEREBY CERTIFY that on this day, to me, an officer duly authorized in the State aforesaid and in the County aforesaid: take acknowledgments, personally appeared John E. Corbett & Evelyn M. Corbett

to me known to be the person described in and who executed the foregoing instrument and They acknowledged before me that They executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October A. D. 1983

David [unclear]
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires July 24, 1987

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHN'S COUNTY, FLA.

1983 OCT 17 PM 2:06

Carl [unclear]
CLERK OF COUNTY COURT

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