

RESOLUTION NO. 88-318

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS, OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, Louis B. and Marva P. St. Peter, as Owner, has applied to the Board of County Commissioners of St. Johns County, Florida, for approval to record a subdivision plat known as _____ Remington Estate and,

WHEREAS, the Owner ~~and Mortgagee~~ ^{has} ~~have~~ dedicated certain roads, streets, easements, rights-of-way or other areas as shown on the subdivision plat for the uses and purposes thereon stated,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above-described subdivision plat is conditionally approved by the Board of County Commissioners of St. Johns County, Florida, subject to Section #6.

Section 2. The dedicated roads, streets, easements, rights-of-way and other areas shown on the plat are conditionally accepted by the Board of County Commissioners of St. Johns County on behalf of the beneficiaries to the dedication. This acceptance shall not be deemed an acceptance requiring construction or maintenance of the roads, streets, easements, rights-of-way or other areas by the County. This acceptance is subject to Section #6.

Section 3. The Construction Bond is set in the amount of \$135,000 and shall be submitted to the Clerk of Courts for his approval prior to recording the plat.

Section 4. The Warranty Bond is set in the amount of \$ 6750 and the record title owner has agreed that it will, upon request, provide such Bond.

Section 5. The Clerk is instructed to file the title OPINION.

Section 6. The approval described in Section #1 and the Acceptance described in Section #2 shall not take effect until the plat has been signed by each of the following departments, persons or offices;

- a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida
- b) County Attorney
- c) County Planning Department or Office
- d) County Zoning Department of Office
- e) Clerk of Courts

The Clerk shall not sign or accept the plat for recording until it has been signed by each of the above persons or entities described in a) through d) above and the construction bond, unless waived, has been delivered to the Clerk and approved by him. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval and acceptance shall automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein shall be deemed to have occurred.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13 day of December 1988.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Ray Walden
its Chairman

ATTEST: Conner E. McDaniel
Deputy Clerk

UPCHURCH, BAILEY AND UPCHURCH, P. A.

ATTORNEYS AT LAW
780 NORTH PONCE DE LEON BOULEVARD
POST OFFICE BOX 170

SAINT AUGUSTINE, FLORIDA 32085-0170

(904) 829-9068

FRANK D. UPCHURCH
(1894-1986)

FRANK D. UPCHURCH, JR.
OF COUNSEL

HAMILTON D. UPCHURCH
JOHN D. BAILEY, JR.
FRANK D. UPCHURCH, III
TRACY W. UPCHURCH

KEITH R. FOUNTAIN

December 5, 1988

St. Johns County Board of Commissioners
St. Johns County Administration Building
State Road 16-A
St. Augustine, Florida 32084

RE: Property described in the Plat of Remington Estates

Dear Sirs:

At your request, we have prepared an Opinion of Title on land in St. Johns County, Florida, more particularly described on Exhibit "A" attached hereto, being that real property described in the caption of the plat of Remington Estates.

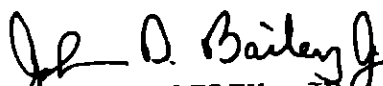
From our examination of the Public Records of St. Johns County, Florida, we find that a fee simple title to the subject real property is vested in Louis B. St. Petery and Marian P. St. Petery, his wife, subject only to the following:

1. Restrictive covenants appertaining to Hidden Harbor Subdivision, recorded in Official Records Book 414, Page 565, Public Records of St. Johns County, Florida, (affects part of caption lying in Lot 1 Hidden Harbor Subdivision).
2. 30 foot building restriction line shown on recorded plat of Hidden Harbor, as modified by instrument recorded in Official Records Book 683, Page 965, Public Records of St. Johns County, Florida, (affects part of caption lying in Lot 1, Hidden Harbor Subdivision).
3. 10 foot utility and drainage easement access front of caption lying within lot 1 Hidden Harbor Subdivision, as shown on recorded plat.
4. Rights of parties in possession other than the record owner.
5. Any unpaid and unrecorded mechanics or materialmen's liens for labor or materials furnished beginning within ninety (90) days prior to November 22, 1988.
6. Applicable zoning ordinances and regulations.
7. Taxes for the year 1988 and subsequent years.

St. Johns County Board of Commissioners
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8. Any state of facts which an accurate survey might show.
9. Any lien or encumbrance placed on record after November 22, 1988.

Sincerely,


JOHN D. BAILEY, JR.

JDB, JR/nam

79-207

77 414 565

RESTRICTIVE COVENANTS PERTAINING TO
HIDDEN HARBOR SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, M. S. T. ENTERPRISES, INC., a Florida corporation, does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property or lots shown upon the plat of that certain subdivision known as Hidden Harbor, said plat thereof being recorded in Map Book 43, pages 81 and 82, public records of St. Johns County, Florida, are subjected to the following restrictions as to the use thereof, running with said property by whomsoever owned, to-wit:

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 two cars.

2. **DWELLING SIZE.** No dwelling shall be permitted on any lot which shall have a ground floor area of the main structure, exclusive of one story open porches and of garages, whether or not totally enclosed, of less than 1,150 square feet.

3. **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 set back lines shown on the recorded plat. In no event shall any building be located on any lot nearer the front, rear, and side lot lines than permitted by the applicable provisions of the Zoning Ordinance of St. Johns County, Florida, as it now exists or as it may be amended at the time construction is commenced. It is the intent of the developer that the setback requirements as contained in the St. Johns County Zoning Ordinance shall apply in the event that said setback requirements are more restrictive than the particular requirements set forth on the plat. Further, it is the intent of the undersigned developer to require literal compliance with the setback requirements as contained in the Zoning Ordinance of St. Johns County, Florida, and any variance therefrom shall be deemed to constitute a violation of these restrictive covenants.

4. **ARCHITECTURAL CONTROL.** No building 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 or external design with existing structures, and as to location with respect to topography and finished 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. The architectural control committee is composed of Thomas Poland, David Barton, and Stanley L. Amos and all plans and specifications required for approval may be delivered to the architectural control committee at 284A, U. S. Highway 1 South, St. Augustine, Florida 32084. 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. 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 a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty 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 shall not be required and the related covenants shall be deemed to have been fully complied with.

5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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.

7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, barn, garage, or other building shall be used on any lot at any time as a residence, either temporarily or permanently.

8. **VEHICLES, BOATS AND TRAILERS.** No boat, boat trailer, travel trailer, camp trailer, or any other similar property shall be kept or allowed to remain on any street over night. No immobile or junked motor vehicles, regardless of whether the motor shall have been removed, may be kept or maintained on any lot. For purposes of construction of this provision, an immobile or junked motor vehicle is defined as any motor vehicle which does not have placed thereon a current motor vehicle license tag or a motor vehicle from which any or all of the wheels have been removed.

9. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 1 square foot shall be permitted upon any lot upon which a single family residence has been completed and is occupied designating the owner or occupant of the single family residence, and except further that one sign of not more than 4 square feet may be kept upon any lot designating that the property is for sale or rent or designating the name of the builder of any single family residence during that period of time which the single family residence is under construction.

10. **ABANDONED CONSTRUCTION.** If the construction of any improvement to any lot in the subdivision has been commenced, and in the event that the construction shall be abandoned for a continuous period of ninety (90) days prior to the completion of the exterior of such structure, the same shall constitute a violation of these restrictive covenants and any person having standing to enforce the same may do so in accordance with the terms and conditions regarding enforcement as hereinafter set forth.

11. **ANIMALS, LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

12. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

14. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (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.

15. ENFORCEMENT. Enforcement shall be 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.

16. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation, through its duly constituted and elected officers, has set its hand and seal.

M. S. T. ENTERPRISES, INC.

By Thomas Poland
Thomas Poland, President

ATTEST:

David Barton, Secretary

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1979 JUN -1 PM 2:35

STATE OF FLORIDA

COUNTY OF ST. JOHNS

BEFORE ME personally appeared THOMAS POLAND and DAVID BARTON, to me well known and known to me to be the President and Secretary respectively of M. S. T. ENTERPRISES, Inc., the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation, executed the same, and then and there they did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereon attached to the corporate seal by them in like capacity affixed; all under authority in them duly vested.

WITNESS my hand and seal this _____ day of May, A. D., 1979.

Stanley W. Powell
NOTARY PUBLIC, State of Florida at Large

My commission expires: May 22nd, 1984