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This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties herein, the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders, and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 3rd day of January A. D. 1974

Between, E. V. OVERBY and JEAN D. OVERBY, his wife,

of the County of St. Johns in the State of Florida
party of the first part, and SHIM REALTY COMPANY, a corporation existing
under the laws of the State of Massachusetts, having its principal
place of business in the

County of Norfolk in the State of Massachusetts
party of the second part, whose mailing address is: 575 North Quincy Street,
Abington, Massachusetts 02351

Witnesseth, that the said party of the first part, for and in consideration of
the sum of \$10.00 and other valuable considerations ~~to him~~
to him in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said party of the second part
forever, the following described land, situate, lying and being in the County of
St. Johns, State of Florida, to wit:

A parcel of land in Government Lot 4, Section 10, Township 8 South,
Range 30 East, St. Johns County, Florida, being part of that land de-
scribed in Official Records Book 142, Page 64, public records of said
County, said parcel of land being more fully described as follows:
Commencing at the permanent reference monument at the Northwest corner
of Lot 1, Block 3, Linda Mar, as recorded in Map Book 8, page 85, pub-
lic records of said County; thence North 00 degrees 45 minutes West 60
feet to the North line of a County Road described in deed recorded in
Deed Book 187, page 315, of said public records; thence South 89 de-
grees 15 minutes West, on the North line of said road, 1,200 feet;
thence North 00 degrees 45 minutes West, on the East line of a 40 foot
width street, 100 feet to the point of beginning at the Southwest cor-
ner of the herein described parcel of land; thence continuing North 00
degrees 45 minutes West, on said East line of street, 100 feet; thence
North 89 degrees 15 minutes East 100 feet; thence South 00 degrees 45
minutes East 100 feet; thence South 89 degrees 15 minutes West 100 feet
to the point of beginning.

Together with a perpetual non-exclusive easement over and across 40'
street adjoining Caption Property on the West shown on Map of an unre-
corded subdivision, dated December 1972, prepared by Loren M. Jones,
Engineer & Surveyor.

This easement shall run with the land and shall be binding on and shall
inure to the benefit of the parties hereto, their heirs or assigns, and
the grantee is hereby given the right and privilege to use the East-
erly 10 feet of the above described easement for utility purposes; pro-
vided, however, that such utilities do not interfere with ingress and
egress to adjacent property easterly thereof. Subject to covenants and
restrictions as set forth in attached Schedule A hereto attached and by reference
And the said party of the first part does hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his
hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

[Signature]

[Signature]

[Signature]

[Signature]

THIS INSTRUMENT WAS RECORDED BY
CHARLES R. BERRY ET
HOWATT AND BELMONT
115 Cordova Street
St. Augustine, Florida

ST. JOHNS COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JAN 31 1974
3000
PB. 199176

ST. JOHNS COUNTY
0 2 2 0 8
FLORIDA
DOCUMENTARY SUR TAX
\$ 11.00
JAN-374
PB. 1012

State of Florida

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County of ST. JOHNS

I Herby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

E. V. OVERBY and JEAN D. OVERBY, his wife,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at St. Augustine
County of St. Johns, and State of Florida, this 3rd
day of JANUARY, A. D. 1974.

My Commission Expires 12/1/76

James H. Vignelli
Notary Public, State of Florida at
Large.

made a part hereof.



Mortgage Book

TO

Date

ABSTRACT OF DESCRIPTION

HOWATT AND BENNETT
ATTORNEYS AT LAW
118 CONCHO STREET
ST. AUGUSTINE, FLORIDA 32084

PROTECTIVE COVENANTS

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 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 COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1000 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 15 feet to the front lot line, or nearer than 7.5 feet to any side street line. No dwelling shall be located on any interior lot nearer than 15 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. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

A-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the area plat and over the rear and side five feet of each lot.

A-7. 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-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

PART B. ARCHITECTURAL CONTROL COMMITTEE

B-1. MEMBERSHIP. The architectural control committee is composed of Mr. E. V. Overby, Mrs. Jean Overby and Mrs. Diana Tringali, all of St. Augustine, Florida.

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 restore to it any of its powers and duties.

PART B., Cont.

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, fails 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 ten 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

JAN 3 4 26 PM '74

Oliver L. ...
CLERK COUNTY COMMISSION