

VOL. 4840 PG 507  
OFFICIAL RECORDS

COVENANTS AND RESTRICTIONS  
and  
EASEMENTS FOR ELECTRIC AND  
SANITARY SEWER SERVICE FOR  
SELVA MARINA UNIT NO.12B

THIS INSTRUMENT PREPARED BY:  
RETURN TO - GEORGE BULL  
1800 SELVA MARINA DRIVE  
ATLANTIC BEACH, FLA. 32233

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Sevilla Development Corporation, Inc., a Florida corporation, hereinafter called "Developer", is now the owner of Selva Marina Unit No.12B according to plat thereof recorded in Plat Book 36, page 76, current public records of Duval County, Florida, and,

WHEREAS, said Developer is developing said land known as Selva Marina Unit No.12B in accordance with Ordinance No.90, Section 28-17, Planned Unit Development, as amended, of the City of Atlantic Beach, Florida, pursuant to a Public Hearing held on June 12, 1978, at the City Hall, Atlantic Beach, and the Developer, with the knowledge and approval of the City, is placing certain covenants and restrictions upon the use of all of the lots to be platted, and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted; and,

WHEREAS, the City, to facilitate the implementation of the enforcement of the covenants and restrictions that are within its legal province to enforce, it being hereby acknowledged that the City's approval of the quality of workmanship and materials is limited to compliance with the Southern Building Code, and that the City will make no judgment as to harmony of exterior design and location with existing structures and requirements for ornamental plantings, and that provisions as to location with respect to front, rear and side lot lines, topography and finish grade elevation and the location of subsidiary structures as herein outlined will be enforced by an amendment to the City's zoning ordinance passed, or to be passed, creating zoning classifications known as Residence AAA-SMU12B, and appointing a Special Advisory Planning Board, hereinafter referred to as the "Board", whose functions are as hereinafter set forth:

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinabove provided, of all of the lots included in said plat of Selva Marina Unit No.12B, and does hereby place upon said lots the following covenants and restrictions, to run with the title to said lots, and the grantees of any deed conveying any lot or lots shown on said plat, or any parts or portions thereof, shall be deemed by acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions, as follows:

I. These restrictive covenants shall run with the title to the land in said subdivision owned by the Developer and shall be binding upon the Developer, its successors and assigns, and all persons claiming by, through and under the Developer, and shall remain in full force and effect until January 1, 2000, except as hereinafter provided. After December 31, 1999, these restrictive covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots in said subdivision has been duly recorded, agreeing to terminate or change said covenants in whole or in part.

II. No building shall be erected, placed, altered or permitted on any lot in said subdivision other than one detached single-family dwelling of not more than three stories (together with the usual out-buildings thereof), containing an enclosed heated and/or air-conditioned living floor area of not less than 1,400 square feet if one story and 1,600 sq.ft. if 2 or more stories, the first or ground floor of which, to ensure the proper function of the sanitary sewer system and other utilities, shall be no lower than the minimum elevation shown on each lot of the plat of Selva Marina Unit No. 12B.

III. No building shall be erected, placed, altered or permitted on any lot in said subdivision nearer to the street line than twenty (20) feet, nor nearer to the rear lot line than twenty (20) feet, nor nearer to the side lot lines of adjoining lots than ten (10) feet.

- A. For the purposes of this provision, eaves, rakes, cornices and steps and similar projections shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon any adjoining properties.
- B. For the purpose of these covenants and restrictions and/or this provision, the area herein provided upon which the dwelling may be erected, placed, altered or permitted shall be termed the "dwelling zone".
- C. Garages, servants' rooms and rooms used for storage, private laundries, or similar purposes, if provided, shall be attached to and made a part of the residence which they serve. Garages shall be provided with doors and, in the event such garages face upon any street, the doors shall be provided with an automatic opening and closing device.
- D. No dwelling, fence, wall, detached outbuilding, enclosed swimming pool or similar structure shall be located, placed, altered or permitted on any lot in said subdivision outside of the dwelling zone, except as hereinafter provided.
  1. The Special Advisory Planning Board may recommend a waiver of unintentional minor violations of this provision when the building has been erected, or construction substantially advanced, provided that in the opinion of the Board such violation will not detract from the appearance and value of the adjoining properties.
  2. Only one (1) detached outbuilding may be located outside the dwelling zone provided:
    - a. It shall not be used as a separate or secondary residence or a guest house.
    - b. It shall not exceed an outside horizontal dimension of six (6) feet by eight (8) feet.
    - c. The walls thereof shall be no higher than the first floor walls of the dwelling.

- d. The slope of the roof shall not be steeper than that of the dwelling.
  - e. It shall not be located closer to the rear or side lot lines than five (5) feet except that it may be within one (1) foot of the side or rear lot line, but in compliance with paragraph III above.
  - f. It shall be located in the rear yard, the same being defined as that portion of the lot between the rear of the dwelling built in the dwelling zone and the rear lot line.
  - g. The material of which it is constructed must be similar to and its color or appearance blending or compatible to the primary dwelling.
3. Only one (1) swimming pool may be located outside of the dwelling zone, provided it is located in the rear yard as defined in subparagraph III 2.f. above, and no part thereof shall be within five (5) feet of the side or rear lot line.
  4. Fences or walls may be located outside of the dwelling zone provided:
    - a. They shall not exceed four (4) feet in height.
    - b. They shall not be constructed of metal or wire.
    - c. Their material and color must be similar to and/or blend with the dwelling.
    - d. They shall not be closer to the front or side street line than the front or side of the dwelling constructed in the dwelling zone.
    - e. They cannot be located nearer to the side or rear lot line than three (3) inches unless the owner of the lot on the other side of said line waives this provision in writing to the Board.
  5. All structures built under this section and subsection must first receive recommendation of approval, or disapproval, in writing from the Board.

IV. The Developer has given the Jacksonville Electric Authority an easement to construct, operate, lay, improve and/or repair, operate and maintain electric cables and associated equipment along the paths on which said electric cables and associated equipment are to be laid in, on, along, over, through, across or under said Unit No.12B, for an underground system to provide electric service to the dwelling to be constructed on the lots, and to provide street lighting in said Unit No.12B.

V. No signs of any kind shall be displayed to the public view in said subdivision, except one professional sign of not more than one (1) square foot, one sign of not more than three (3) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales

period, or signs pertaining to or advertising said subdivision.

VI. No noxious or offensive trade, business or occupation shall be carried on in said subdivision, nor shall anything be done thereon which shall be or become an annoyance or a nuisance to the neighborhood. Campers, motor-homes, boats/boats on trailers and motor vehicles may be parked or kept in said subdivision only provided same does not become unsightly, abandoned or a nuisance to, or in, the neighborhood.

VII. Temporary buildings and sheds used during the construction period of the permanent dwelling may remain only during the required construction period.

VIII. No lot, or lots, in said subdivision shall be resubdivided by any instrument, conveyance or plat unless such resubdivision is the act of the Developer, or unless such resubdivision is first approved by the Board, but any lot may be divided between, and become a part of the adjoining lots on either side.

IX. No structure or building shall be erected, placed, altered or permitted in the subdivision until the building plans, specifications and plot plan showing the location of such building, have been reviewed by the Board as to quality of workmanship and materials as to harmony of exterior design and location with existing structures, as to location with respect to front, rear and side lot lines, as to topography and finish grade elevation and as to location of existing trees and plants that may be initially removed or affected by the structure or building, and recommended for approval or disapproval by the Building Official of the City of Atlantic Beach.

In the event the Board, or its designated representative fails to recommend approval or disapproval within thirty (30) days after plans and specifications or other applications have been submitted to it then, in that event, the Building Official may issue or deny a building permit.

The Special Advisory Planning Board is hereby initially composed of three members, as follows:

George Bull,  
Beverly B. Meshaw,  
George Bull, Jr.

A majority of the Board may designate a representative to act for it. In the event of resignation, death or other incapacity of any member of the Board, the City shall designate a successor. Neither the members of the Board, nor its designated representative shall be entitled to any compensation for services performed hereunder. At any time the then record owners of a majority of the lots in said subdivision shall have the right to petition the City to change membership or to abolish the Board.

X. Any person having an interest in said subdivision or lots therein shall have the right to institute and prosecute any appropriate proceedings at law, or in equity, to prevent the violation of, or to recover damages for, the restrictive covenants herein contained should same be violated or an attempt to violate the same be believed imminent or intended.

XI. Every contract of sale or deed that the Developer, its

