

SELVA TIERRA
COVENANTS AND RESTRICTIONS
ATLANTIC BEACH
DUVAL COUNTY, FLORIDA

WHEREAS, TRECO, Inc., a Florida corporation, successor by merger to TRECO, formerly the Barnett Mortgage Trust ("Developer"), is the owner of that land in Duval County, Florida, more particularly described in that plat of SELVA TIERRA recorded in Plat Book 38, pages 28 through 28A of the public records of Duval County, Florida (the "Plat");

WHEREAS, the Developer intends that each of the lots shown on the Plat shall be used solely for residential purposes and wishes to place certain covenants and restrictions upon the use of all of the lands described on the Plat for the mutual benefit of all the owners of lots located thereon, and therefore intends that these Covenants and Restrictions shall run with the title to the land hereby restricted.

NOW, THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all of the land (hereinafter sometimes referred to as the "Property") included in the Plat, and places upon the Property the following Covenants and Restrictions, to run with the title to the Property and all portions thereof. The grantee of a deed conveying any lot or lots, parcels or tracts contained within the Property or shown on the Plat shall be deemed by the acceptance of such deed to have agreed to observe, comply with and be bound by all these Covenants and Restrictions as follows:

(1) Lot or Lots. The term "Lot" or "Lots" means the lots shown on the Plat as amended from time to time. For purposes of these Covenants and Restrictions, any combination of contiguous lots or parts of lots under common ownership

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that form an integral unit of lands suitable for use as a residential building site, shall be deemed to be one lot.

(2) Single Family Residence Only. Each lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any lot other than one single family residence. The height of the main residence shall not be more than thirty-five (35) feet above the normal surface of the ground. No building or structure shall be rented or leased separately from the rental or lease of the entire lot. Nothing herein shall be construed to prevent Developer from using any lot or portion thereof as a right-of-way for road purposes or for access or utility easements, in which event none of these restrictions shall apply.

(3) Minimum Square Footage for any Principal Residence. No principal residence shall be erected or allowed to remain on any lot unless the square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,400 square feet.

(4) Minimum Floor Elevation. No principal residence shall be erected or allowed to remain on any lot unless the minimum floor elevation is 9.3 feet above mean sea level.

(5) Set Back for all Structures. No structure of any kind shall be located or permitted to remain between the main residence building and the front lot line. No structure of any kind shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 25 feet to any side street line, nor nearer than 10 feet to any side lot line, nor nearer than 20 feet to the rear lot line.

(6) Resubdividing or Platting. Subject to approval by the Veterans Administration, Developer reserves the right to resubdivide or replat any lot or lots shown on the Plat for any purposes whatsoever, including rights-of-way for road

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purposes and easements, provided that no residence shall be erected upon, nor any resident allowed to occupy a replatted or resubdivided lot or fractional part or parts thereof, having an area less than the smallest lot shown on the Plat. These restrictions shall continue to apply to each lot as replatted or resubdivided except any lot or lots resubdivided or replatted for road purposes or easements.

(7) All Structures to be Approved by Developer. For the purposes of assuring the development of the Property as a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive right and discretion to control and approve the construction of all buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation on the lot, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, approximate square footage, construction schedule and such other information as the Developer shall reasonably require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans that are not, in its opinion, suitable or desirable for any reason,

including purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction, the quality of the proposed workmanship, and quality of the materials proposed to be used.

(8) Removal of Trees. No trees measuring six (6) inches or more in diameter at a point two (2) feet above the ground level may be removed without the written approval of the Developer, unless located within ten (10) feet of an approved structure, within ten (10) feet of the approved site for such structure, or within the right-of-way of approved driveways. Any person violating this covenant shall pay to the Developer or its successors or assigns a stipulated liquidated damage sum of \$20.00 per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$2,000 for any Lot.

(9) Underground Utilities. All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings shall be located underground. Electric service is provided by the Jacksonville Electric Authority, or its successors or assigns, through underground primary service lines running to transformers. The Developer has provided underground conduits to serve each lot, extending from the point of applicable transformer to a point at or near a lot line. Each lot owner requiring electric service shall be responsible to complete, at his expense, secondary electric service conduits, wires (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence build-

ing, all of which shall become the property of Florida Public Utilities Company or its successors or assigns.

(10) Sewage Disposal and Water Service. City of Atlantic Beach, or its successors or assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structures to be built, and no potable water shall be used within said structures except potable water which is obtained from City of Atlantic Beach, or its successors or assigns. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for air conditioning purposes. No sewage may be discharged on the open ground. All sewage must be disposed of through the sewer lines and disposal plant owned or controlled by City of Atlantic Beach, or its successors or assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system. City of Atlantic Beach, or its successors or assigns, has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

(11) Water and Sewage Regulations. All lots are subject to the rules, regulations and ordinances relative to water and sewage rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by City of Atlantic Beach, or its successors or assigns. City of Atlantic Beach, or its successors or assigns, may discontinue service of water or sewage disposal to any lot for non-payment of the periodic charges of either service whether such non-paid service bill was incurred by the

present or prior owners or occupants of the lots receiving service.

(12) Easements. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown on the Plat. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The owners of the lots subject to easements shown on the Plat shall acquire no right, title or interest in any to any cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The owner of any lot subject to any easement or easements shall not construct any improvements or structures upon the easement areas. If any owner constructs any improvements or structures on the easement areas shown on the Plat, the owner of the lot shall remove the improvements or structures upon written request of Developer. The Developer shall have the absolute and exclusive right to approve filling between the rear setback line and the rear property line of the lots adjacent to the 50-foot drainage easement shown on the plat. As a general rule, landscape grading and fill up to six (6) inches will be permitted with approval from the Developer. No landscape items, hedges, fences or walls may be built or maintained so as to restrict access along the 10-foot maintenance road within the drainage easement.

(13) Completion of Commenced Construction. Once construction of any buildings is begun, work shall be prosecuted diligently and continuously until final completion. The main

residence and all related structures shown on the plans and specifications approved by the Developer must be completed within twelve (12) months after the start of construction unless completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the owner shall install at his expense a suitable driveway from the paved portion of the abutting street to his garage entrance. During construction, all vehicles, including those delivering materials and supplies (except those trucks large or heavy enough to damage the driveways) shall enter the lot only at the driveway location. Such vehicles shall not be parked at any time on the street or upon any other lot other than the lot on which the construction is proceeding.

(14) No Picnic Areas Prior to Construction. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon.

(15) No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind, including constructing sheds and trailers, shall be erected or permitted to remain on any lot at any time. However, this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of construction of the main residence.

(16) Fences. Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 25 feet to a side street when the residence is situated on a corner lot. No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color and design shall have been first

approved by the Developer. As a general rule, fences or walls constructed of wood or some material architecturally harmonious with the development will be permitted. No chain link, hog wire, or barbed wire fences or walls will be permitted in the subdivision.

(17) Motorists' Vision to Remain Unobstructed. The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

(18) Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as a residence either temporarily or permanently.

(19) Signs. No sign of any character shall be displayed or placed on any lot except "FOR RENT" or "FOR SALE" signs, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Developer. No sign shall be more than a maximum of four (4) square feet in size. The Developer may enter upon any lot and summarily remove any signs which do not meet the provisions of this paragraph.

(20) Exceptions. Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

(21) Aerials and Antennas. No radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or main-

tained on the exterior of any structure or on any lot unless and until the location, size and design thereof shall have been approved by the Developer. As a general rule, antennas and other electronic equipment will not be approved if installed in a manner that is visually offensive from the street. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

(22) Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or similar material shall be located on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. When the United States mail service or the newspaper or newspapers involved shall make delivery to wall receptacles attached to the residence, each lot owner shall replace the boxes or receptacles previously employed for such purpose with wall receptacles attached to the residence.

(23) Pets. Not more than three dogs, or three cats, or four birds (excluding parrots) or four rabbits may be kept on a lot for the pleasure and use of the occupants but not for any commercial or breeding use. If, in the sole opinion of the Developer, the animal or animals are dangerous or any annoyance or nuisance or destructive of wild life, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times.

(24) No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of

the Property or on any contiguous land. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten (10) inches in height.

(25) Garages; Parking of Vehicles, Boats, Etc. No vehicles of any kind, boats or any other objects may be kept or parked between the street and the residential structures or in the side yards. All such objects shall be completely screened inside a garage or carport or within the rear yard concealed from view from any adjacent lot or roadway. Private automobiles of the occupants bearing no commercial signs may be parked in the driveway on the lot from the commencement of use in the morning to the cessation of use in the evening. Private automobiles of guests of the occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailers shall be kept on any lot. Each lot owner shall install an automatic opening and closing device for all garages that face any street or side street.

(26) Air Conditioners. Unless the written approval of the Developer has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street. No exterior components of air conditioning units shall be visible from the street.

(27) Drying. Outdoor drying of wash must be done in areas that are completely screened from view from adjacent lots and any street. Clothes lines or drying racks must be of the umbrella type, no more than six feet in height from ground level unless otherwise approved in writing by the Developer.

(28) Storage of Fuel Tanks, Garbage and Trash Recepti-
cles. All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent lots and any street.

(29) Enforcement. Developer reserves the right, but shall have no obligation following ten (10) days written notice to the owner of the lot specifying the violation to enter upon any lot to correct any violation of these Covenants and Restrictions or to take such other action at the expense of the lot owner as Developer deems necessary to enforce these Covenants and Restrictions. The owner of the lot shall pay Developer on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer may, at its option, bring action at law against the lot owner personally obligated to pay the same, or upon giving the lot owner ten (10) days written notice of an intention to file a claim of lien against a lot, may file and foreclose such lien. In addition, Developer shall be entitled to bring actions at law for damages or in equity for injunctions for the purpose of curing or correcting any violation of the terms of these Covenants and Restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by Developer to effectuate collection of any charges or to cure or correct any violation of the terms of these Covenants and Restrictions shall be borne by the lot owner. All remedies of Developer shall be cumulative to any and all other remedies provided herein or at law or in equity. The failure by Developer to bring any action to enforce any provision of these Covenants and Restrictions shall in no event be deemed a

waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any lot owner or any other party against Developer.

(30) Rights of Mortgagees. Notwithstanding anything in these Covenants and Restrictions to the contrary, the lien of Developer for charges incurred in enforcing these Covenants and Restrictions shall be subordinate and inferior to the lien of any mortgage on any lot recorded prior to the recording of a claim of lien by Developer. In addition, any mortgagee holding a mortgage lien on a lot who acquires title to a lot as a result of foreclosure or by deed in lieu of foreclosure or any party who purchases a lot at a foreclosure sale shall not be liable for the charges pertaining to such lot which are chargeable to the former lot owner and which became due prior to such acquisition of title.

(31) Invalidity of Part. The invalidation of any one of the terms or provisions of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provisions, which provisions shall remain in full force and effect. In the event any term or provision of these Covenants and Restrictions is adjudged invalid, then in lieu thereof shall be substituted a term or provision which is valid and enforceable and is as similar as possible to the one adjudged invalid.

(32) Headings. The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

(33) Approval of Developer. Whenever the approval of the Developer is required by these Covenants and Restrictions, no action requiring such approval shall be commenced or undertaken until after a request in writing has been submitted to the Developer. The request shall be sent to De-

veloper by Registered or Certified Mail with return receipt requested. If the Developer fails to act on any such written request within thirty (30) days after the date of receipt by the Developer, the approval of the Developer to the particular action sought shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these Covenants and Restrictions.

(34) Evidence of Approval. Whenever approval by Developer is required in these Covenants and Restrictions, same shall mean approval of any officer of Developer as evidenced by a certificate or other writing signed by an officer of Developer.

(35) Developer May Designate a Substitute. The Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of lot owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions. Following any such assignment, Developer shall be relieved of the performance of all duties and obligations hereunder. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Developer under these provisions, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns.

(36) Amendments or Additional Restrictions. The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions, but all such amendments shall conform to the general purposes and standards of these Covenants and Restrictions, (b) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between these provisions, provided, however, any amendments to these Covenants and Restrictions shall be subject to approval by the United States Department of Housing and Urban Development or the Veterans Administration, (c) to include in any contract or deed or other instrument hereafter made, any additional Covenants and Restrictions applicable to the Property which do not lower the standards of these Covenants and Restrictions, and (d) to release any lot from any part of these Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

(37) Amendment of Restrictions by Owners. Following transfer by Developer of the Developer's rights and obligations hereunder to a committee of lot owners or at such time as Developer is no longer holding lots for sale in the ordinary course of business, these Covenants and Restrictions may be amended only by the approval of the owners of 75% or more of the lots described on the Plat, and evidenced by a written instrument executed by the required number of owners and recorded in the Public Records of Duval County, Florida. As long as the Developer owns 75% of the lots, Veterans Administration approval is also required.

(38) Additional Restrictions by Individual Owners. Except in accordance with paragraphs 36 and 37 hereof, no additional covenants and restrictions may be imposed on any part of the Property or any lot by the owner thereof.

(39) Restrictions Effective Period. These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the lands described in the Plat and all portions thereof, and shall remain in full force and effect until the first day of January, 2022, and thereafter, shall be automatically extended for successive periods of 25 years each. However, within six months prior to the first day of January, 2022, or within six months preceding the end of any such successive 25 year period, these Covenants and Restrictions may be amended, waived or extinguished in whole or in part as to all or any part of the Property by a written agreement executed by the then owners of a majority of the lots shown on the Plat and recorded in the Public Records of Duval County, Florida. In the event that any such agreement shall be executed and recorded, these original Covenants and Restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further amended, waived or extinguished in the manner provided in this paragraph.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed on this 26th day of August, 1982, by the Developer, acting by and through its duly authorized officer.

Signed, sealed and delivered
in the presence of:

H. Thomas Reddy, Esq.
Leggy A. Dickson

TRECO, INC.

By David A. Engelmann
Its: Vice President

"DEVELOPER"

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAVID A. BINGEMANN, the Vice President of TRECO, Inc., who executed the foregoing Covenants and Restrictions on behalf of TRECO, Inc., and he acknowledged to and before me that he executed the same as the act and deed of the Corporation.

WITNESS my hand and official seal in said State and County this 26th day of August, 1982.

Reginald A. Dickson
Notary Public, State of Florida
at Large

My Commission Expires: _____

(Notarial Seal)

Notary Public, State of Florida at Large
My Commission Expires May 20, 1983

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REGINALD A. DICKSON, Notary Public
RECORDS OF DUVAL COUNTY, FLA.

Reginald A. Dickson
Notary Public