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This Instrument Prepared By:
JOHN D. BAILEY, JR.
Upchurch, Bailey & Upchurch, P.A.
501 First Union Bank Building
St. Augustine, Florida 32084

DECLARATION OF COVENANTS AND RESTRICTIONS
OF MATANZAS CUT

THIS DECLARATION, made as of the date hereinafter set forth, by JIM WILCOX, JR. and BEVERLY R. WILCOX, his wife, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described real property, situated, lying and being, in St. Johns County, Florida; and

WHEREAS, the following described real property is not subject to any covenants or restrictions of record; and

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real property hereinafter set forth, and to limit the use of same as set forth hereinafter.

WHEREAS, Declarant deems it desirable to create a not for profit association to manage the property. The association shall own, maintain and administer all the common property as hereinafter defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and collect and disburse the assessments hereinafter created.

NOW THEREFORE, Declarant hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

All the land described and contained in the Plat of Matanzas Cut, according to Plat thereof recorded in Map Book 21, Pages 11 and 12, Public Records of St. Johns County, Florida.

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants,

conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restrictions to run with said real property and binding on all parties having any right, title or interest in the real property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Matanzas Cut Homeowners' Association, Inc., its successors and assigns.

1.3 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.4 "Canal" shall mean and refer to the canal shown on the plat of the property.

1.5 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.6 "Common Roads" shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to a Lot. The Common Roads shall be considered Common Property of the Association and unless specifically set forth herein to the contrary all rules and regulations and provisions relating to the Common Property shall include the Common Roads.

1.7 "Common Property" shall mean and refer to those tracts of

land deeded to the Association for the common use and enjoyment of the owners and their guests and invitees and all improvements constructed thereon. All common property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.8 "Declarant" shall mean and refer to Jim Wilcox, Jr. and Beverly R. Wilcox, his wife, their successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.9 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.11 "Property" shall mean and refer to that certain real property described on page 1 hereof, together with improvements thereon and any additional contiguous property made subject to this Declaration.

ARTICLE II
PROPERTY RIGHTS

2.1 The Declarant will convey or cause to be conveyed to the Association, prior to conveyance of the first lot, title to the common roads and other common property subject to taxes for the year of conveyance, easements for drainage and installation of utilities and the right to grant further easements over same as reserved herein.

Every owner has a non-exclusive right and easement of enjoyment in and to the common property that is appurtenant to and passes with the title to every lot, subject to the easements and other rights granted and reserved herein.

2.2 Each owner of a lot, his successors or assigns, guests, invitees, all delivery, pick-up and fire protection services, police, mail carriers, representatives of utilities serving the property, the holders of mortgage liens on the property and such other persons as the Declarant and/or Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the common roads.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No construction of any buildings or structures on any lot, including docks and bulkheads, fences, mailboxes, walls or other improvements shall be allowed until all construction and landscape plans and specifications for same have been submitted to and approved by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Committee, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within fifteen (15) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

Notwithstanding the above, construction of docks and/or bulkheads approved by said Architectural Control Committee may be commenced prior to commencement of construction of a residence on a lot, provided construction of such residence commences within twelve (12) months following completion of construction of such dock and/or bulkhead.

ARTICLE IV

USE RESTRICTIONS

4.1 No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,200 square feet of heated and cooled living area, with a minimum of one (1) enclosed garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered a part thereof. No business or commercial buildings or equipment may be erected or kept on any lot.

4.2 No structures shall be erected less than twenty-five (25) feet from the front lot line, ten (10') feet from the rear lot line or less than eight (8') feet from the boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

4.3 No fence shall be permitted upon any lot which is over four (4') feet in height. All fences must have prior approval from the Architectural Control Committee as to type, location, size or construction. No fences may be installed from the front of a residence to front lot line.

4.4 No dock of any description may be placed or constructed on a lot which exceeds 400 square feet in size. All such docks shall be placed or constructed parallel to the lot and shall not extend more than fifteen (15') from the edge of the upland portion of the lot, so as not to interfere with other lot owners use of the canal.

4.5 No wheeled vehicles of any kind, boats or campers may be kept or parked on any lot or driveway unless same are completely inside a garage, provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a lot. Other vehicles may be parked in said driveways or parking areas during

necessary times solely for pick-up and delivery purposes.

4.6 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number. No such pets shall be allowed on the property other than on the lot of the owner of such pets, unless confined to a leash.

4.7 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction Number 10 hereof.

4.8 No clotheslines are to be installed on any lot.

4.9 No lot or lots shall be resubdivided.

4.10 No immoral, unlawful, noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

4.11 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a lot as a residence either temporarily or permanently and no boat moored to a dock within the property may be used as a permanent residence.

4.12 No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

4.13 No sign of any kind shall be displayed on any lot except the owner's name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area.

4.14 No satellite dishes shall be installed except in the rear yard or on the rear roof of a residence out of view of the street.

4.15 All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes. No tree of a height and diameter in excess of four (4') feet may be removed from a lot without the approval of the Architectural Control Committee.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Every owner of a lot, including Declarant shall be a member of the Matanzas Cut Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of said lot.

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.a Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

5.2.b Class "B" member shall be Declarant who shall be entitled to exercise three (3) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or ten (10) years following the date of conveyance of the first lot, whichever occurs first.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

6.1 Declarant hereby covenants for each lot within the property and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot,, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and

collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the property and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

6.2 The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of owners of lots in the property, and for the improvement and maintenance of all common roads, common property, landscaped areas and the portion of the canal not maintained by the adjoining lot owners, for the operation and administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all common property and common roads and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

6.3 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common property or common roads. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

6.4 The annual assessments authorized herein shall commence on January 1, 1988. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be

mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any lots which they own, shall not be liable for assessments so long as they fund any deficit in the operating expenses of the Association. Provided further, in their sole discretion, Declarant may at any time commence paying assessments as to lots owned by them and thereby automatically terminate their obligation for any deficit in the operating expenses of the Association.

6.5 The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and if not, the amounts owed therefore.

6.6 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law and costs of collection thereof, including a reasonable attorney fee at the trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

6.7 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding

in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

EASEMENTS

7.1 For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right-of-way in and over all roads and streets shown on the plat of the property, and also, in and to, a five (5') foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

7.2 The Association is hereby granted an easement for ingress and egress over and for the use of the canal. The Association shall be responsible for maintaining all portions of the canal, excepting the banks. The owners of lots fronting on the canal shall be responsible for maintaining the portion of the canal's banks situated within the boundary of their lot.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

8.2 Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

8.3 Any failure of the Declarant or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

8.4 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

8.5 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all lots have been sold, whichever is later.

8.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2016. After said date, said covenants shall be automatically 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.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 28th day of October, 1987.

Signed, sealed and delivered in the presence of:

John D. Bailey

J. Wilcox
JIM WILCOX, JR.

Beverly R. Wilcox

Beverly R. Wilcox
BEVERLY R. WILCOX

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authorities, personally appeared JIM WILCOX, JR. and BEVERLY R. WILCOX, his wife, known to be the persons described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of October, 1987.

Beverly R. Wilcox
Notary Public, State of Florida

My Commission Expires: 1-6-89