

TITLE SEARCHERS OF FLAGLER COUNTY, INC.
608 17TH ST.
PORT SAINT JOE, FL 32456
904-392-1156



PROPERTY AND INFORMATION REPORT

DATE: MARCH 6, 2025

SEARCH NO: 12,437

Pursuant to your request, Title Searchers of Flagler County Inc. has made a careful and diligent search of the public records of St. Johns County, Florida on the following described property to wit:

PARCEL NO: 020970-0130 1-149 RIVERDALE RIVER FRONT LOTS 13 BLK A LYING E OF RD 13 & PT OF W ½ OF RIVERSIDE BLVD VACATED IN OR 34 P 125 LYING E OF LOT 13 OR 5184 P 1453

PERIOD OF SEARCH: 20 YEARS PRIOR OR MORE THROUGH: 3 MARCH 2025

And we find the following:

Last record titleholder: MOJITO INVESTMENTS LLC

Subject to the following:

HOMESTEAD EXEMPTION ALLOWED: NO

THE LIABILITY UNDER THIS SEARCH IS LIMITED AS TO RIGHTS TO RELY ON INFORMATION FURNISHED HEREIN, TO THE TAX COLLECTOR AND HIS PERSONNEL, THE PURCHASER OR LENDER, TAKING TITLE FROM OR LENDING TO SAID PURCHASER OF SAID CERTIFICATES.

NOTE: 2024 TAXES PAID

12,437

RE: Chapter 197.502(4) per Florida Statute

As per the Tax Sale Certificate & Year, the following persons or corporation should be notified prior to the sale

MOJITO INVESTMENTS LLC
6671 BARTH RD
JACKSONVILLE, FL 32219-0000

TAX CT NO. 22-221

BUFFALO BILL LLC
1401 HWY A1A SUITE 202
VERO BEACH, FL 32963

TITLE SEARCHERS OF FLAGLER COUNTY, INC.

BY 
JAN J. KELLUM, President

All of the information contained herein was gleaned from the public records of St. Johns County, Florida and not otherwise.

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of the Report, or \$1,000.00 whichever is less as set forth in Florida Statute 627.7843.

Instr #2021018934 BK: 5184 PG: 1453, Filed & Recorded: 2/19/2021 3:56 PM #Pgs:8
Brandon J. Patty, Clerk of the Circuit Court and Comptroller St. Johns County FL Recording \$69.50 Doc. D \$665.00

1481018934

Corporate Warranty Deed

This Indenture, made, February 11, 2021 A.D.

Between

Riverdale Heritage Land Inc whose post office address is: 2120 Corporate Square Blvd., Suite 3, Jacksonville, Florida 32216 a corporation existing under the laws of the State of Florida, Grantor and Mojito Investments, LLC, Florida Limited Liability Company whose post office address is: 6671 Barth Road, Jacksonville, Florida 32219, Grantee,

RECORD AND RETURN TO GRANTEE
Mojito Investments, LLC
6671 Barth Road
Jacksonville, Florida 32219

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying, and being in the County of St. Johns, State of Florida, to wit:

Lots 12 and 13, Block A, Map of Riverdale Land Co. according to the map or plat thereof as recorded in Map Book 1, pages 148 through 153, of the public records of St Johns County, Florida.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 021970-0020

* See Exhibit A

SUBJECT TO taxes accruing subsequent to December 31, 2020

SUBJECT TO all covenant conditions, easements, restrictions, reservations, limitations and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby specially warrants the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

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In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Riverdale Heritage Land Inc
By: [Signature]
John A. Semanik
Its: President

Signed and Sealed in Our Presence:

[Signature]
Witness Print Name: [Signature]
[Signature]
Witness Print Name: Nicholas R. Thomas

(Corporate Seal)

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of February, 2021, by John A. Semanik, the President of Riverdale Heritage Land Inc A corporation existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

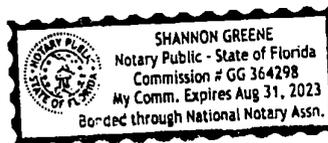
[Signature] (Seal)

Notary Public
Notary Printed Name: Shannon Greene
My Commission Expires.

Prepared by:

The Law Offices of Rod Schloth, P.A.,
2120 Corporate Square Boulevard, Suite 2
Jacksonville, Florida 32216

File Number: RS21-0543



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Lot 12 & 13 Restrictive Covenants

Exhibit "A"**Lot 12 & 13 (the "Lot")**

By acceptance and recordation of this Deed, Grantee covenants and agrees for itself, its heirs, successors and assigns, that the lands conveyed hereby shall be held, occupied, sold, and transferred subject to the following terms, covenants, conditions, restrictions and reservations set forth herein and by reference made a part of hereof:

1. **Running with the land.** These covenants, conditions, restrictions, and reservations (these "Restrictions") shall run with the land.
2. **Residential Use.**
 - i. The Lot subject to these Restrictions may be used for residential dwellings and for no other purpose except that the Lot may be used for a model home and for parking for such model home during the development and sale of the Lot and lots within the Property. No business or commercial building may be erected on the Lot and no business may be conducted on any part thereof. Notwithstanding the foregoing, this restriction shall not apply to a home office with no employees and customers/visitor to the office. No Lot shall be divided, subdivided, or reduced in size without the prior written consent of the Grantor.
 - ii. All Owners and other occupants of the Lot or Property shall at all times comply with all applicable laws, including without limitation as set forth in these Restrictions. Without limiting the generality of the foregoing, no approval granted pursuant to the provisions of these Restrictions shall excuse any Owner from complying with any and all applicable zoning or land use laws.
3. **Easement Areas.** No dwelling shall be erected within any easement area, as shown on any plat or survey depicting the Lot.
4. **Setbacks.** The building setbacks for Lot 12 are:
 - i. 30' Front Setback
 - ii. 10' Side Setback
 - iii. 10' Rear Seat Back
5. **Primary Residence Minimum Square Footage.** The primary residential dwelling constructed on the Lot shall have a minimum square footage of interior heated and air-conditioned living area of 1400 square feet, exclusive of garages, porches, and patios.
6. **Secondary Residence Minimum Square Footage.** Secondary residential dwellings constructed on the Lot shall have a minimum square footage of interior heated and air-conditioned living area of 1,000 square feet, exclusive of garages, porches, and patios.
7. **Other Structures and/ or Detached Buildings.** Sheds, tanks, storage buildings, clothes lines, basketball hoops or support structures, children's play structures, dog houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those

Lot 12 & 13 Restrictive Covenants

herein enumerated and whether intended to be temporary or permanent, may be erected on the lot and shall be located behind the rear corner of the primary residence and behind a fence or landscape screen. All outbuildings must meet applicable setbacks.

8. **Fences and Walls.** Chain link or other forms of wire fences shall not be permitted.
9. **Driveways.** All improved Lots shall have a paved concrete or paver stone driveway constructed.
10. **Parking.**
 - i. All residential dwellings must be constructed with covered parking structure (attached or detached) (open or enclosed) which shall contain at least two standard size parking places usable for parking vehicles.
 - ii. Overflow parking may be located on the north side of the Lot which shall contain at least two standard size parking places usable for parking vehicles.
 - iii. Boats, RVs, Trailers, recreation vehicles, and equipment must be parked behind the rear corner of the primary residence.
 - iv. Parking in the yard or grass shall not be permitted.
11. **Primary Garages.**
 - i. All enclosed primary garages shall be maintained in a useful condition and shall have a garage door that can be closed when not in use.
 - ii. Primary garage entrances shall face toward the side or front of the Lot.
 - iii. No primary garage shall be permanently enclosed or converted to another use.
12. **Secondary Garages.**
 - i. Secondary garages shall be maintained in a useful condition and shall have a garage door that can be closed when not in use.
 - ii. Secondary garage entrances may face toward the side or front of the Lot.
 - iii. Secondary garages may be permanently enclosed or converted to another use.
13. **Exterior Walls.**
 - i. All elements of all elevations shall complete a total and continuous design.
 - ii. All materials must be in compliance with the Standard Building Code
 - iii. All exterior siding will be finished, painted, stained, or otherwise protected from the elements of nature.
 - iv. Any exterior wall that becomes discolored due to fading or discoloration is required to be cleaned/ pressure washed and/or painted.
14. **Roof and Roofing.** All roofing materials must be in compliance with the Standard Building Code
15. **Windows.** All window materials must be in compliance with the Standard Building Code.

Lot 12 & 13 Restrictive Covenants

16. Doors.

- i. Screen doors shall be compatible with the design and color of the residential dwelling/home.
- ii. Entrance doors shall be compatible with the house design and made of solid wood, fiberglass, or metal insulated type. Glass inserts may be included.

17. Air Conditioners.

- i. No window air conditioning units will be permitted for use on primary residential dwellings.
- ii. All air conditioner compressors shall be screened from view, insulated by a fence, wall, or shrubbery so as to minimize noise.

18. Antenna.

- i. The installation of all aerials, antennae or satellite dishes shall be installed behind the rear corner of the primary residence and behind a fence or landscape screen, unless an acceptable signal would be impaired at such location or there is an unreasonable increase in cost of installation. This provision shall not be deemed to prohibit those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time.
- ii. The Grantor is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location, and maintenance of antennae. The Grantor may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Lot and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae.

19. Pets and Animals. Only domestic pets such as dogs, cats, birds or other household pets may be kept on the Lot. No farm animals, to include chickens, bovine, sheep or goats or exotic pets, including snakes and other reptiles shall be kept anywhere within the Property. It is strictly prohibited to breed or raise any animals. Pets shall not be left unattended outside the residential dwelling or on any patio at any time. All pets must be held or kept leashed or otherwise appropriately restrained all times they are outside of the lot. All pet owners shall be held strictly responsible to immediately collect and properly dispose of droppings, wastes, and litter of their pets.

20. Landscaping and Irrigation.

- i. Landscaping and irrigation shall be installed on each Lot in accordance with the requirements of St Johns County landscape ordinances.

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- ii. Nothing herein shall be construed to be less than nor to reduce the requirements of the County.
 - iii. All front and side elevations facing the street require landscaping and shall be sodded.
 - iv. The selection of plant material for development within the project should be given careful consideration.
 - v. Attention should be given to year round appearance, maintenance requirements, and cold resistance.
21. **Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.
22. **Maintenance of Lot and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon the Lot, and no refuse pile (including, without limitation, lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scraps) or unsightly objects shall be allowed to be placed or allowed to remain anywhere within the Lot. The Lot and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition, including, without limitation, painting, roof repair and replacement of improvements, repair and maintenance of gutters, downspouts, and exterior building surfaces, and yard and grounds cleanup and maintenance in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Grantor, its agents and assigns, shall have the right to enter upon the Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash or otherwise taking such actions to perform any maintenance or repair which in the opinion of the Grantor distracts from the overall beauty and safety of the Lot and the Property owned by Grantor.
23. **Storage of Fuel Tanks, Garbage, and Trash Receptacles.**
- i. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuels, garbage or trash, must be located behind the rear corner of the primary residence and behind a fence or landscape screen.
 - ii. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Lot, except inside the residential dwelling, or in refuse containers located behind the rear corner of the primary residence and behind a fence or landscape screen.
24. **Compliance with Laws.** All Owners and other occupants of the Lot and Property and any residential dwelling constructed thereon shall at all times comply with all zoning, environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Lot and Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Lot or Property.

Lot 12 & 13 Restrictive Covenants

Without limiting the generality of the foregoing, no approval granted pursuant to the provisions of these Restrictions shall excuse any Owner from complying with any and all applicable zoning or land use laws.

25. **Platting and Additional Restrictions.** The Grantor shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to these Restrictions, with respect to any portion or portions of the Property owned by the Grantor, without the consent or joinder of any other party.
26. **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Lot in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth herein, or easements granted or reserved by the Restrictions, Grantor shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Grantor, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Lot and Property.
27. **Severability.** Invalidation of any one of these covenants, conditions, restrictions, or reservations by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
28. **Expiration.** These covenants, conditions, restrictions, or reservations shall expire after Grantor has conveyed all Lots owned by Grantor, more specifically identified in the map of Riverdale Land Co. recorded in Map Book 1 Pages 148 – 153, public records of St. Johns County, Florida, lots 2 through 13, portion lying east of state road 13 Block A (the "Property").

JOINDER OF GRANTEE

Grantee joins in this Deed to evidence its acceptance of the reservations, covenants and restrictions.

Witnesses

Shaylynn Stone
Signature of Witness 1

Roberto Bisono
Mojito Investment LLC, by: Roberto Bisono, as
managing member

Shaylynn Stone
Printed

Roberto P. Bisono
Signature of Witness 2

Roberto P. Bisono
Printed

STATE OF FLORIDA
COUNTY OF Duval

The foregoing consent was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization, this 11th day of February, 2021, by Roberto Bisono as Managing Member of Mojito Investment LLC who is personally known to me provided a Florida Driver's license as identification and did take an oath.

Jennifer Harrison
Printed Name: Jennifer Harrison
My commission expires: 12/12/2021



JENNIFER L. HARRISON
Commission # GG 167474
Expires December 12, 2021
Bonded Thru Budget Notary Services