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Book: 1524
Page: 6537
Rec: 09/27/94
03:57 P.M.
File# 9434413
John Keene
Clerk Of Courts
Clay County, FL

COVENANTS AND RESTRICTIONS
OF
CAPTIVA



KNOW ALL MEN BY THESE PRESENTS:

17 FLEMING ISLAND CORPORATION, INC., A FLORIDA CORPORATION
HEREINAFTER CALLED "DEVELOPER", IS THE OWNER OF ALL LOTS LOCATED IN
CAPTIVA, ACCORDING TO THE PLAT THEREOF IN PLAT BOOK 27, PAGES
2, 3, 4, AND 5 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE BENEFIT OF
ITSELF AND ALL PERSON CLAIMING BY, THROUGH OR UNDER IT, THE
DEVELOPER DOES HEREBY IMPOSE (1) THE FOLLOWING COVENANTS AND
RESTRICTIONS TO RUN WITH THE TITLE TO SAID LOTS, AND (2) THE
EASEMENTS REFERRED TO IN PARAGRAPH 19 HEREOF.

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO
BUILDING SHALL BE ERECTED ON EACH OF SAID LOTS OTHER THAN ONE
DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT
AND AN ATTACHED THREE CAR GARAGE.

2. THE DEVELOPER RESERVES THE RIGHT TO RESUBDIVIDE, REPLAT OR
UTILIZE A LOT OR LOTS SHOWN ON SAID PLAT FOR ANY PURPOSE
WHATSOEVER, INCLUDING RIGHT-OF-WAYS FOR ROAD PURPOSES AND
EASEMENTS, PROVIDED THAT NO RESIDENCE SHALL BE ERECTED UPON, OR ANY
RESIDENT ALLOWED TO OCCUPY SAID REPLATTED OR RESUBDIVIDED LOT, IF
SO REPLATTED OR RESUBDIVIDED, OF FRACTIONAL PART OR PARTS THEREOF
HAVING AN AREA LESS THEN THE SMALLEST LOT SHOWN ON SAID PLAT, AND
THE RESTRICTIONS HEREIN CONTAINED SHALL APPLY TO EACH LOT AS
REPLATTED OR RESUBDIVIDED EXCEPT ANY LOT OR LOTS
RESUBDIVIDED FOR ROAD PURPOSES OR EASEMENTS, OR FOR OTHER PURPOSES
THAT THE DEVELOPER AND ONLY THE DEVELOPER FEELS WILL NOT EFFECT THE
INTEGRITY OF THE SUBDIVISION.

3. THE OWNER OF EACH LOT SHALL PROPERLY MAINTAIN ALL

4. NO TRAILER, TENT, SHACK, DETACHED GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE ERECTED, EITHER TEMPORARILY OR PERMANENTLY, HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE DEVELOPER, OR ITS AGENTS, FROM ERECTING AND MAINTAINING ON ANY PART OF SAID LOTS OWNED BY IT SUCH TEMPORARY BUILDINGS AND OTHER STRUCTURES AS MAY BE REASONABLY REQUIRED BY IT FOR DEVELOPMENT AND SALES PURPOSES.

5. NO INOPERABLE MOTOR VEHICLES, APPLIANCES OR OTHER ARTICLES SHALL BE PLACED ON OR PERMITTED TO REMAIN ON ANY LOT EITHER TEMPORARILY OR PERMANENTLY.

6. EACH AND EVERY RESIDENCE ON EACH LOT SHALL BE CONNECTED TO THE WATER AND SEWER DISPOSAL LINES OWNED AND OPERATED BY THE CLAY COUNTY WATER AND SEWER AUTHORITY, OR ITS SUCCESSORS AND/OR ASSIGNS. NO WELL SHALL BE PERMITTED ON ANY LOT TO BE USED FOR HOUSEKEEPING WITHIN A RESIDENCE EXCEPT THAT SHALLOW WELLS FOR USE IN AIR CONDITIONING EQUIPMENT AND/OR LAWN WATERING ARE PERMITTED.

7. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN CLOSED SANITARY CONTAINERS.

8. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOTS, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED, HOWEVER, THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE AND DO NOT CAUSE OR CREATE OR CONSTITUTE A NUISANCE.

9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

10. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT OF MATERIAL OTHER THAN MASONRY, METAL ACCEPTABLE TO THE DEVELOPER, OR GOOD WOOD.

NO SECONDHAND NOR USED BUILDING MATERIALS OTHER THAN MASONRY, SHALL BE USED, EXCEPT THAT SECONDHAND WOOD MAY BE USED ON

THE EXTERIOR OF RESIDENCES, PROVIDED IT HAS A MINIMUM OF TWO COATS OF HIGH QUALITY PAINT APPLIED. UNDER NO CIRCUMSTANCES SHALL TIN, TAR PAPER OR ASPHALT COMPOSITION (EXCEPT FOR ROOFS OF ASPHALT SHINGLES) APPEAR ON THE EXTERIOR OF ANY SUCH RESIDENCE OR BUILDING.

11. NO RADIO, TELEVISION AERIAL, ANTENNAS, SATELLITE DISH OR ANY OTHER EXTERIOR ELECTRONIC OR ELECTRIC DEVICE OF ANY KIND SHALL BE PERMITTED ON ANY LOT OR HOME.

12. NO BASKETBALL BACKBOARDS MAY BE PLACED ON THE PROPERTY AT THE FRONT PROPERTY LINE. ALL BACKBOARDS MUST BE A MINIMUM OF TWENTY FEET FROM THE FRONT CURB LINE.

13. NO WHEELED VEHICLES OF ANY KIND AND NO BOATS MAY BE KEPT OR PARKED ON THE LOT UNLESS SAME ARE COMPLETELY INSIDE A GARAGE, EXCEPT THAT PRIVATE AUTOMOBILES OF THE OCCUPANTS BEARING NO COMMERCIAL SIGNS OR LICENSE TAG MAY BE PARKED IN THE DRIVEWAY ON THE LOT FROM THE COMMENCEMENT OF USE THEREOF IN THE EVENING, AND EXCEPT THAT PRIVATE AUTOMOBILES OF GUESTS OF THE OCCUPANTS MY BE PARKED IN SUCH DRIVEWAY, AND EXCEPT THAT OTHER VEHICLES MAY BE PARKED IN SUCH DRIVEWAY DURING THE TIMES NECESSARY FOR PICKUP AND DELIVERY SERVICE AND SOLELY FOR THE PURPOSE OF SUCH SERVICE. A WHEELED VEHICLE OR BOAT, WHICH IS TOO LARGE FOR THE GARAGE, MAY BE PLACED ON THE LOT, HOWEVER, IT MUST BE OBSCURED FROM VIEW FROM THE OUTSIDE OF THE LOT.

14. THE PROPERTY IS SUBJECT TO ALL OIL, GAS, AND MINERAL ON, IN AND UNDER THE ABOVE DESCRIBED LANDS AND THE RIGHT OF THE OWNERS OF OIL, GAS, AND MINERAL RIGHTS TO EXPLORE FOR OIL, GAS, AND MINERAL ON, IN, AND UNDER THE ABOVE DESCRIBED LANDS, AND TO PRODUCE, DRILL, AND MINE THE SAME; PROVIDED THAT THE GRANTEE'S AND THE GRANTEE'S HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL BE PAID JUST AND REASONABLE COMPENSATION FOR ANY INJURY OR DAMAGE TO THE SURFACE OF SAID LAND, TO CROPS OR TO THE IMPROVEMENTS THERE ON CAUSED BY THE EXERCISE OF SUCH RIGHTS SHALL NOT BE POSTPONED OR DELAYED PENDING REASONABLE EFFORTS TO AGREE UPON OR HAVE DETERMINED

15. "CONSERVATION AREA" OR "CONSERVATION EASEMENT AREAS" SHALL MEAN AND REFER TO ALL OF SUCH AREAS SO DESIGNATED AS "WETLANDS AS DEFINED BY D.E.R." UPON THE RECORDED SUBDIVISION PLAT OR PLATS OF THE PROPERTIES AND SO REFLECTED AS SAME ON SAID PLAT.

THE CONSERVATION EASEMENT AREAS SHALL AND ARE HEREBY DECLARED TO BE SUBJECT TO A CONSERVATION DEED RESTRICTION IN FAVOR OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF RETAINING AND MAINTAINING THE CONSERVATION EASEMENT AREAS IN THEIR PREDOMINANTLY NATURAL CONDITION AS A WOODED WATER RECHARGE, DETENTION AND PERCOLATION AND ENVIRONMENTAL CONSERVATION AREA. IN FURTHERANCE OF THIS CONSERVATION EASEMENT, EACH OF THE FOLLOWING USES OF THE CONSERVATION EASEMENT AREAS ARE HEREBY PROHIBITED AND RESTRICTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, TO WIT:

A) THE CONSTRUCTION, INSTALLATION OR PLACEMENT OF SIGNS, BUILDINGS, FENCES, WALLS, ROADS OR ANY OTHER STRUCTURE AND IMPROVEMENTS ON OR ABOVE THE GROUND OF THE CONSERVATION EASEMENT AREAS; OR

B) THE DUMPING OR PLACING OF SOIL OR OTHER SUBSTANCES OR MATERIALS AS LANDFILL OR THE DUMPING OR PLACING OF TRASH, WASTE OR UNSIGHTLY OR OFFENSIVE MATERIALS; AND

C) THE REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION FROM THE CONSERVATION EASEMENT AREAS; AND

D) THE EXCAVATION, DREDGING OR REMOVAL OF LOAM, PEAT, GRAVEL, ROCK, SOIL, OR OTHER MATERIAL SUBSTANCE IN SUCH A MANNER AS TO AFFECT THE SURFACE OF THE CONSERVATION EASEMENT AREAS; AND

E) ANY USE WHICH WOULD BE DETRIMENTAL TO THE RETENTION OF THE CONSERVATION EASEMENT AREAS IN THEIR NATURAL CONDITION.

F) ACTS OR USES DETRIMENTAL TO SUCH RETENTION OF LAND OR WATER AREAS.

THE CONSERVATION EASEMENT AREAS HEREBY CREATED AND DECLARED SHALL BE PERPETUAL.

THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT TO ENTER UPON THE CONSERVATION EASEMENT AREAS AT ALL REASONABLE TIMES AND IN A REASONABLE MANNER, TO ASSURE COMPLIANCE WITH THE AFORESAID PROHIBITION AND RESTRICTIONS.

THE DEVELOPER, AND ALL SUBSEQUENT OWNER OF ANY LAND UPON WHICH THERE IS LOCATED ANY CONSERVATION EASEMENT SHALL BE RESPONSIBLE FOR THE PERIODIC REMOVAL OF TRASH AND OTHER DEBRIS WHICH MAY ACCUMULATE ON SUCH EASEMENT PARCEL.

THE PROHIBITIONS AND RESTRICTIONS UPON THE CONSERVATION EASEMENT AREAS AS SET FORTH IN THIS PARAGRAPH MAY BE ENFORCED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BY PROCEEDINGS AT LAW OR IN EQUITY INCLUDING, WITHOUT LIMITATION, ACTIONS FOR INJUNCTIVE RELIEF. THE PROVISIONS IN THIS CONSERVATION EASEMENT AREA RESTRICTION MAY NOT BE AMENDED WITHOUT PRIOR APPROVAL FROM THE ST. JOHNS RIVER MANAGEMENT DISTRICT.

ALL RIGHTS AND OBLIGATIONS ARISING HEREUNDER ARE APPURTENANCES AND COVENANTS RUNNING WITH THE LAND OF THE CONSERVATION EASEMENT AREAS, AND SHALL BE BINDING UPON, AND SHALL INURE TO THE BENEFIT OF THE DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS. UPON CONVEYANCE BY THE DEVELOPER TO THIRD PARTIES OF ANY LAND AFFECTED HEREBY, THE DEVELOPER SHALL HAVE NO FURTHER LIABILITY OR RESPONSIBILITY HEREUNDER, PROVIDED THE DEED RESTRICTION INCLUDING THE CONSERVATION AREAS ARE PROPERLY RECORDED.

16. THE DEVELOPER RESERVES THE RIGHT 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 AND PROVISIONS HEREOF RELATING THERETO WHEREVER THE DEVELOPER, IN ITS SOLE JUDGEMENT, DETERMINES SUCH VIOLATION TO BE MINOR OR INSUBSTANTIAL VIOLATION).

17. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND PLAN SHOWING

HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES. THE LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION SHALL BE THE SOLE RESPONSIBILITY OF THE BUILDER.

18. THE ARCHITECTURAL COMMITTEE IS COMPOSED OF MR. JAMES R. MENARD, 2575 C.R. 220, SUITE 107, DRS. INLET, FLA., 32068. THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. THE MEMBER OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AT A TIME WHEN THE DEVELOPER HAS SOLD ALL THE LOTS IN CAPTIVA, THE RECORDED OWNERS OF THE MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH THE DULY RECORDED BY-LAWS OF THE CAPTIVA HOMEOWNERS ASSOCIATION TO ASSUME THE POWERS AND DUTIES OF THE ASSOCIATION.

19. EASEMENTS FOR FENCING, DRAINAGE, AND UTILITIES, INCLUDING, BUT NOT LIMITED TO FENCING, WATER, SEWAGE, ELECTRICITY, DRAINAGE, POWER, AND COMMUNICATIONS ARE RESERVED OVER, ON AND UNDER ALL EASEMENTS AS SHOWN ON SAID PLAT, AND ON, IN OVER A TEN FOOT STRIP AT THE BACK OF EACH LOT, AND ON, IN OVER A SEVEN FOOT STRIP ALONG THE SIDE LINES OF EACH LOT, AND ON, IN OVER A FIFTEEN FOOT STRIP ALONG THE FRONT OF EACH LOT, WHERE NO SUCH EASEMENT IS SHOWN ON SAID PLAT, AND THE SAID DEVELOPER SHALL HAVE THE UNRESTRICTED RIGHT AND POWER TO RELEASE SAID EASEMENT.

SAID RESERVATIONS SHALL INURE TO THE BENEFIT OF THE DEVELOPER AND ITS SUCCESSORS AND/OR ASSIGNS. THE EASEMENTS AND RIGHT HEREIN RESERVED TO THE DEVELOPER SHALL NOT PASS FROM THE DEVELOPER BY ITS DEED CONVEYING ANY OF THE LOTS, BUT SHALL EXIST AND CONTINUE IN THE DEVELOPER ONLY OR IN THOSE PERSONS OR ENTITIES TO WHICH THE DEVELOPER SHALL HAVE EXPRESSLY CONVEYED SAID EASEMENTS AND RIGHTS.

20. ENFORCEMENT OF THESE COVENANTS AND RESTRICTIONS SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN

21. INVALIDATION OF ANYONE OF THESE COVENANTS BY JUDGEMENT OR COURT SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE.

22. 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 20 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 6 FEET FROM THE NORMAL SURFACE OF THE GROUND. IF THE FENCE IS TO BE LOCATED IN A EASEMENT FOR DRAINAGE, THEN THERE SHALL BE PROVIDED A MINIMUM OF 12" BETWEEN THE NATURAL GROUND AND THE BOTTOM OF THE FENCE. FENCE STRUCTURE POSTS MAY BE INSTALLED IN THE DRAINAGE EASEMENT BUT AT INTERVALS OF NOT LESS THAN 8 FEET.

ALONG THE REAR OF LOTS 1-8, 14-18 AND 29-40 THE ONLY TYPE FENCE ALLOWED ON THE REAR OF THE LOT SHALL BE A CHAIN LINK FENCE NO HIGHER THAT 4 FEET, THIS DOES NOT PROHIBIT THE DEVELOPER FROM CONSTRUCTING A FENCE ALONG THE REAR OF THESE LOTS OF A TYPE AND NATURE SATISFACTORY ONLY TO THE DEVELOPER AND CONSTRUCTED PRIOR TO THE CONSTRUCTION OF A STRUCTURE ON THE REFERENCED LOTS. IT IS THE INTENT, BUT NOT A REQUIREMENT OF THE DEVELOPER TO HAVE CONSTRUCTED A FENCE ALONG COUNTY ROAD 220 AND HARMONY HALL ROAD AND THOSE LOTS (1-8,14-18 AND 29-32) ADJACENT TO THOSE ROADS. IF THE OWNERS OTHER THAN THE DEVELOPER CONSTRUCTS A FENCE, THE OWNER MUST SUBMIT PLANS FOR APPROVAL KBY THE DEVELOPER WHO MAY WITHHOLD APPROVAL AT HIS SOLE DISCRETION.

23. THE BUILDING SET BACK REQUIREMENTS AND BUILDING RESTRICTIONS SHALL BE SET BACK A MINIMUM OF 20 FEET FROM THE FRONT LOT LINES, A MINIMUM OF 10 FEET FROM THE REAR LOT LINES AND A MINIMUM OF 7 1/2 FEET FROM SIDE LOT LINES. THE DEVELOPER SHALL ESTABLISH A FRONT SET BACK MINIMUM ON LOTS 19-28 AND 33-40 AT A TIME THE BUILDER SELECTS THE LOT OR LOTS. IF ANY RESIDENCE IS

OF MORE THAN ONE LOT, THEN THE SIDE LOT RESTRICTIONS SHALL APPLY ONLY TO THE EXTREME SIDE LOT LINE OF THE TWO OR MORE LOTS OR THE BUILDING PLAT OCCUPIED BY SUCH RESIDENCE.

24. LOT 40 OF SAID PLAT MAY AT THE DEVELOPERS DESIRE BE UTILIZED AS A COMMON AREA TO BE ENJOYED BY ALL THE RESIDENCES OF CAPTIVA.

25. BUILDINGS SHALL CONTAIN A MINIMUM OF 1,600 SQUARE FEET OF GROUND AREA, EXCLUSIVE OF GARAGES, PORCHES, OR SCREENED-IN AREAS FOR SINGLE STORY RESIDENCES, NO LESS THAN 800 SQUARE FEET OF GROUND AREA FOR A RESIDENCE OF MORE THAN ONE STORY. THE DEVELOPER RESERVES THE RIGHT TO REDUCE ANY OF THE ABOVE DESIGNATED NUMBER OF SQUARE FEET BY UP TO 10% AS TO ANY OF THE LOTS.

26. THE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FORCE AND EFFECT UNTIL JANUARY 1, 2030, AFTER WHICH THESE COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TEN YEAR PERIODS UNLESS THESE COVENANTS AND RESTRICTIONS ARE AMENDED, ALTERED OR CANCELLED BY A MAJORITY VOTE OF THE THEN RECORD OWNERS OF THE LOTS HEREIN DESCRIBED. UNTIL THESE COVENANTS AND RESTRICTIONS EXPIRE OR ARE CANCELLED, THEY SHALL BE DEEMED TO BE COVENANTS RUNNING WITH THE TITLE TO SAID LOTS.

27. IT IS THE DEVELOPERS INTEND TO ESTABLISH A HOMEOWNERS ASSOCIATION AND ALL RESIDENT OWNERS SHALL BECOME DUE PAYING MEMBERS, AND ABIDE BY THE ESTABLISHED BY-LAWS OF THE ASSOCIATION AND AS A MINIMUM THOSE BY-LAWS SHALL CONTAIN THE PROVISIONS OF THESE COVENANT AND RESTRICTIONS.

IN WITNESS WHEREOF, 17 FLEMING ISLAND CORPORATION, A FLORIDA CORPORATION HAVE CAUSED THESE COVENANTS AND RESTRICTIONS TO BE EXECUTED, THE APPROPRIATE CORPORATE SEALS AFFIXED HERETO, THIS 27 DAY OF Sept, 1994.

Signed in the presence of:

17 FLEMING ISLAND CORPORATION