

COVENANTS AND RESTRICTIONS

CLAY SHORES

KNOW ALL MEN BY THESE PRESENTS:

O.R. 566 PAGE 480

That the undersigned, Clay Shores, Inc., a Florida corporation, hereinafter referred to as the "Developer", being the owner of all the property of Parcels 1 through 49 as attached as composite Exhibit "A" hereto and by reference made a part hereof, and

WHEREAS, the Developer is desirous of placing certain covenants and restrictions upon the use of all of the land described in Exhibit "A" attached hereto and desires that these covenants shall run with the title to all the said land until December 31, 2001;

1. No structure shall be erected, altered or permitted to remain on any lot or building plot on the parcels described herein other than one family residences per 43,560 square feet of land, together with the necessary appurtenant structures used therewith. The term "appurtenant structures" shall be construed to include only a detached garage to which may be attached a laundry room, pool or servants room, a detached children's playroom, boat storage room, and like structures incident to the lot usage for single family residential purposes.

2. No dwelling shall be erected upon or allowed to occupy any of the parcels or building plots unless the ground floor square footage shall be an area of at least 900 square feet for the enclosed area of such residence. The minimum square footage computation shall not include open screened porches, attached garages or carports, storage rooms and patios.

3. No structure shall be located on any parcel nearer than sixty feet of the center line of the easement for ingress and egress described in Exhibit "B" attached hereto and made a part hereof. No structure shall be located on any parcel nearer than sixty feet to the traverse line as shown on the map prepared by Joseph G. Knapp

18/00
Return to: Joseph Taylor & Co.
1130 Atlantic Bank Building
Tax. 02

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181.00

dated August 17, 1979, map number F79-139. No structure shall be located nearer than ten feet to any side line of parcels 1 through 49 as shown on Exhibit "A" attached hereto.

4. No ready-made structure or house trailer shall be moved or permitted to remain on any lot or plot, but this restriction shall not apply to prefabricated houses actually assembled on the plot or parcel.

5. An easement and right-of-way ten feet wide along one side of each lot is reserved for drainage and utilities. Said easement and right-of-way shall be along the side line connecting each odd-numbered lot with the next larger-numbered lot (even-numbered lot).

6. All dwellings and structures to be placed on any and all building parcels or building plots shall conform in design and exterior appearance to the general character of the neighborhood. A plan approval committee is hereby established composed of three persons appointed by the directors of Clay Shores, Inc. Plans for any new dwellings and structures shall be submitted to the plan approval committee for its approval. Within 30 days after the submission of these plans, the committee shall grant its approval or shall refuse to grant such approval in writing stating the reason therefor. If the plan approval committee fails to approve or disapprove such plans within 30 days after the plans have been submitted, such approval shall not be required and this covenant will be deemed to have been fulfilled and complied with.

7. No dock, pier, bulkhead, fence, boat house or boat slip shall be constructed unless the design and location thereof shall first be approved in writing by said plan approval committee.

8. No livestock, fowl or poultry shall be kept on any of the water-front lots. No more than one (1) horse shall be kept on any of the non-waterfront lots. No pigs, sheep, goats, cattle, fowl or poultry shall be allowed on any of the lots. This restriction shall not be construed to prohibit the keeping of household pets, which shall not be kept or bred for commercial purposes or in unreasonable numbers. No dog kennels for commercial purposes shall be permitted.

9. No trailer, mobile home, basement, tent, shack, boat-house, barn or any other buildings shall be placed or erected, either temporarily or permanently on any lot or parcel to be used as a residence, nor shall any structure of a temporary character be used as a residence.

10. No building or other structure at any time situated on any plot shall be used as a hospital, sanitarium, church or charitable, religious, or philanthropic institution, or for business or manufacturing purposes, including but not limited to fish camps, boat rental establishments or commercial fishing. Nor shall the lot or plot itself be used for such purposes whether a structure is erected thereon or not. No noxious or offensive trade or activities shall be carried on upon any lot or building parcel or any part thereof, nor shall anything be done thereon which may become a nuisance to the neighborhood.

11. No sewage or other outflow shall be emptied into Lake Hall.

Invalidates whole sec. 1
12. The directors of Clay Shores, Inc. and their successors in office expressly reserve the right to waive specific violations of these restrictions and to modify or to cancel any of said restrictions, and to assign the right of waiving, modifying or cancelling said restrictions during the term they shall remain in force to any successor corporation or any other corporation, association or individual, by instrument recorded in the public records of Clay County, Florida.

13. The Developer hereby reserves for the purpose of ingress and egress easements as described in Exhibits "B" and "C" attached hereto and by reference incorporated herein and made a part hereof. Said easements shall be used to provide ingress and egress to each of the individual parcels and building plots described in Exhibit "A". In order to provide for maintenance of said easements the Developer agrees to form the Clay Shores Civic Association, said association shall provide for the maintenance of the easements.

Each owner of a parcel or building plot described in Exhibit "A" shall be a member of and maintain membership in good standing in the Clay Shores Civic Association. Each member shall be entitled to one vote for each building plot owned or held under contract of sale to him, but no more than one vote for building plot shall be cast regardless of the number of owners thereof.

The Developer shall have the right to appoint a committee of not less than three (3) property owners to serve as Board of Directors of Clay Shores Civic Association, said appointments to be made on or before June 1, 1980. Said Board of Directors shall hold office for a period of one (1) year from the date of their appointment and thereafter until their successors have been elected by a vote of the membership according to the rules and regulations of said association.

It is hereby declared that all parcels or building plots within said property described in Exhibit "A" shall be assessed or charged an annual assessment when it is deemed necessary by the membership, said monies to be used in maintaining the easements described herein. The annual assessment or dues, if necessary, and the amount thereof shall only be imposed by the affirmative vote of the members of the association. Such annual assessment or dues and the amount thereof shall be fixed by the members at a meeting to be held after proper notice in November and shall be due and payable before January 1 succeeding, and if not paid shall be delinquent and bear interest at the rate of 10% per annum. Upon becoming delinquent, such assessments or dues shall constitute a lien upon the property against which the same was levied, and the association, through its officers, may file a statement of charges of assessments due with the office of the County Clerk of Clay County, Florida. A release of said lien shall be filed by the association upon payment of all dues and assessments. Said lien may be enforced as may any lien on real property under the law of the State of Florida, and if said lien is foreclosed, the owner of said parcel or building plot shall be liable for costs and

disbursements, including a reasonable attorney's fee, of the association therein. All of which costs, disbursements and fees shall be secured by such lien. The purchasers of the parcels within said Exhibit "A" by the acceptance of deeds therefor, whether from the Developer or subsequent owners of any of said property, or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues or assessments, including interest, upon the parcel or building plots purchased by them or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above. The lien provided herein shall be subordinate to the lien created by any first mortgage held by a bank, savings and loan association or insurance company. Said easements shall run with the land for the purpose of ingress and egress and to provide access to the county road which abutts the property described in Exhibit "A" and shall be for the benefit of all public service vehicles to provide economic services to the individual property owners in the entire development.

14. The Developer reserves the right to incorporate any additional covenants and/or restrictions in any deed, provided the same shall not be inconsistent with the foregoing covenants and restrictions.

15. No fence or other barriers shall be constructed on any parcel or building plot without the prior approval of the plan approval committee. No property shall be used as a borrow pit. No trees larger than 6 inches in diameter shall be removed from any lot without the prior approval of the plan approval committee.

16. The Developer or any party claiming by, through or under Developer shall have the right to enforce these covenants and restrictions. In the event of any violation or attempt to violate any of the covenants herein, written notice to the owner of the lot which is involved in a violation shall be given and said owner shall properly cease and desist from a continuation of such violation and shall within a reasonable time after receipt of said notice (not to exceed 30 days) correct said violation. If said violation is not

corrected within said time period, then Developer or the party claiming by, through or under Developer shall have the right to commence proceedings at law or in equity against the person, firm or corporation violating or attempting to violate said covenant. Provided, however, that if, in the sole opinion of Developer, such violation is of such nature as to constitute an emergency, then Developer may commence legal proceedings without notification or giving written notice of a shorter corrective time limit. Any such notice for injunction, temporary or permanent, shall be without bond. The owner of the lot involved in such violations shall be held responsible for all damages incurred and shall pay all costs and expenses of such litigation including reasonable attorney's fees.

17. Each covenant and restriction herein contained shall be severable and independent. Should any one of the foregoing covenants and restrictions or any part thereof be held by any Court to be invalid, such adjudication shall in no way effect or modify any of the other covenants and restrictions or parts thereof, but shall remain in full force and effect.

18. Clay Shores, Inc., or its successors or assigns, may subdivide or replat any parcel shown on said map as described herein in any way it sees fit, provided that no residence shall be erected or allowed to occupy any replatted or subdivided parcel having an area of less than one acre.

IN WITNESS WHEREOF, said Clay Shores, Inc., has caused this instrument to be executed in its name by its president and the corporate seal attested by the secretary to be hereto affixed this 5th day of March, 1980.

Witnesses:

CLAY SHORES, INC.

Mary L. Henderson

BY: [Signature]
Vice President

Jeannette C. McCulloch Attest:

Secretary

