

COVENANTS AND RESTRICTIONS

DOCTORS LAKE SOUTH

KNOW ALL MEN BY THESE PRESENTS:

Whereas, Fleming Island Farm Company, a corporation organized and existing under the laws of the State of Florida, is now the owner of all the herein restricted lots contained in and shown on the plats of Doctors Lake South, a subdivision as recorded in Plat Book 5, page 47, and Plat Book 6, page 1, public records of Clay County, Florida, and

Whereas, the said Fleming Island Farm Company is developing said lots and is desirous of placing covenants and restrictions upon the use of all of the lots shown on said plats, said covenants and restrictions to run with the title to said lots:

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the said Fleming Island Farm Company does hereby for itself, its successors and assigns, for a period of forty years from the date hereof, restrict the use as hereinafter provided of all of the various lots in Doctors Lake South, recorded in Plat Book 5, page 47, and Plat Book 6, page 1, public records of Clay County, Florida, and does hereby place upon said land certain covenants and restrictions as follows:

1. No structure shall be erected, altered or permitted to remain on any lot or building plot in said subdivision other than one single family dwelling, together with the necessary outbuildings thereof. The term "outbuildings" shall be construed to include only a detached garage, to which may be attached laundry, tool of servant's room, a detached children's playhouse and like attached outbuildings incident to the use of the lot for single family residential purposes.

2. No structure, except a dock and a boat house, shall be located on any lot or building plot nearer to the normal high water line than 100 feet, nor shall any structure be located nearer than 10 feet to any side lot line or nearer than a distance equal to 10% of the width of the lot at the building line, whichever is the lesser, except that this restriction with respect to the side lot lines may be waived in writing by the adjoining owners; and no structure shall be located on any lot or building plot nearer to the back line than 60 feet.

3. No structure shall be erected or placed on any lots numbered 1 through 9, or any replat of said numbered lots or part thereof, which has an area of less than 1,000 square feet and costing not less than \$6500.00; and no structure shall be erected or placed on any lot numbered 10 through 21 which has an area of less than 1200 square feet and costing less than \$7500.00. In computing the square footage in either of the above cases such computation shall be exclusive of attached garages, carports and open porches, but this restriction shall not apply to outbuildings.

4. No main dwelling shall be erected or placed on any lot or building plot the exterior walls of which are metal. All outside steps shall be of masonry construction; no rolled or metal roofing shall be permitted; no structure shall be constructed on piers unless a curtain wall of solid masonry construction shall be constructed the entire length of each side. No outside toilets shall be permitted.

5. No ready built structure shall be moved or permitted to remain on any building plot, but this restriction shall not apply to prefabricated houses actually assembled on the lot or building plot.

6. No livestock, fowl, poultry or pigeons shall be kept on any lot or building plot, but 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.

7. No building or other structure at any time situate on any lot or building 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 any such purpose whether a structure is erected thereon or not. No noxious or offensive trade or activity shall be carried on upon any lot or building plot or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, houseboat, barn or other outbuilding shall be placed or erected upon any lot or building plot to be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence; and no dwelling shall be occupied unless substantially finished, nor shall any unfinished structure be allowed to remain on any lot or building plot for a longer period than 36 months.

9. If the parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property covered by this instrument to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. Invalidation of any one of these covenants by judgment or by Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF Fleming Island Farm Company has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed by its officers thereunto duly authorized this 17th day of July, 1958.

Signed, sealed and delivered in the presence of:

George Paul

FLEMING ISLAND FARM COMPANY

By: J. I. Triplett III
President

Attest: Betty Jane Triplett
Asst. Secretary

STATE OF FLORIDA
COUNTY OF CLAY

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared J. I. Triplett, III, and Betty Jane Triplett, well known to me to be the President and Assistant Secretary respectively of the corporation named in the foregoing instrument, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. Witness my hand and official seal in the county and state aforesaid this 17th day of July, 1958.

STATE OF FLORIDA
COUNTY OF CLAY
THIS INSTRUMENT FILED AND RECORDED 17 DAY
OF July 1958 AT 10:00 AM IN
OFFICIAL RECORDS
NO. 181 RECORD VERIFIED
DEPUTY CLERK OF CIRCUIT COURT
BY George Paul DEPUTY CLERK

George Paul
Notary Public, State of Florida at Large
My commission expires: 3-11-61