

ISLAND FOREST

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that ST. REGIS LAND DEVELOPMENT CORPORATION, an Iowa corporation, being the owner of the following described real property in the County of Clay, State of Florida, to-wit:

Lots 1 through 38, inclusive, Block 1; Lots 1 through 17, inclusive, Block 2; Lots 1 through 15, inclusive, and Lots 87 through 92, inclusive, Block 3; Lots 10 through 19, inclusive, Lots 39 through 42, inclusive, and Lots 55 and 56, Block 4; all as shown on Plat of Island Forest as recorded on June 14, 1983 in Plat Book 18, Pages 5 through 11, of the Public Records of Clay County, Florida.

(referred to herein as the "Lots"), makes the following declaration of protective covenants covering the above-described lots, and specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned.

The objective of these protective covenants is to prevent inharmonious land uses, to enhance land values and protect the investment of the purchasers of the lots. These protective covenants shall not be construed to prevent the use of portions of the above described lots for drainage or utility purposes. These covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the property (excepting only portions thereof to be dedicated for public rights of way and utility and drainage easements) and shall be as follows, to-wit:

1. No lot shall be used except for single-family residential purposes or purposes incidental thereto. No structures shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling, together with a garage and such other outbuildings as may be used for purposes incidental to single-family residential usage. Each of the above-described lots is currently zoned "RB", which zoning classification permits single-family residential uses. While these covenants remain in effect, no lot may be rezoned to a zoning classification which permits use for other than single-family residential purposes.

2. No building shall be located closer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side lot line, nor nearer than twenty-five (25) feet to a rear lot line, except that on corner lots which have frontage on two streets, no building may be located nearer than twenty-five (25) feet from any lot line fronting on any street shown on the plat. "Front lot line" is defined as that property line of any lot which faces upon a paved street.

3. No lot shall be used in whole or in part for any commercial purposes. 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. All burning or disposal of waste material must be in compliance with State of Florida and County of Clay regulations.

4. No lot may be resubdivided or used for more than one residential building site. This provision shall not be construed to prevent the combination of two or more lots into one residential site. If two or more lots are combined to form one residential building site, these restrictions shall be otherwise applied as if it were one lot. No trailer, mobile home, double-wide mobile home, expandable mobile home, with or without permanent foundation, or modular home may be erected or placed upon any lot, except that not more than one travel trailer or recreational vehicle may be parked on a lot so long as it is no closer to the front lot line than the rear of the dwelling unit and so long as it is not used temporarily or permanently as a residence.

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5. No principal residential structure shall be permitted upon any lot, the habitable floor area of which, exclusive of basements, porches and garage is less than 1,200 square feet of heated and cooled area. All residential buildings constructed on any lot: (1) Must be built in place upon permanent foundations; (2) must be of sturdy permanent construction, and built of materials customarily used in residential construction in Clay County, Florida; (3) must have exterior design and appearance usually acceptable in residential areas of Clay County, Florida, however, no principal residential structure shall be permitted that has concrete block exterior walls, and no residential structure shall be permitted that has less than a two car garage of twenty feet by twenty-two feet (20' X 22') minimum; and (4) must, within reasonable limits, have harmony of external design with other structures within the locality. All structures must be constructed and maintained so as to have a clean and presentable appearance and be in accordance with these protective covenants. Construction of any building on any lot shall be completed within a reasonable time after it is begun and in all events shall be completed within six months from the date on which such construction is undertaken. All mailboxes shall be constructed and maintained so as to provide a clean and presentable appearance, harmony of external design and be in accordance with United States Postal Service regulations.

6. For a period of five years from the date hereof, no residence, related buildings or accessory structures, to include walls, fences, driveways, swimming pools, playhouses, patios, picnic areas, or permanent outdoor cooking facilities may be erected, placed or altered on any of said lots until the building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, location and orientation on the lot and approximate square footage, construction schedule and including plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by St. Regis Land Development Corporation. In reviewing such plans and specifications, St. Regis Land Development Corporation shall take into consideration the harmony of external design within the surrounding neighborhood and existing structures therein, and the effect and appearance of such improvements as viewed from neighboring properties. In the event St. Regis Land Development Corporation fails to approve or disapprove such building plans and specifications within thirty (30) days of receipt of same, the approval of St. Regis Land Development Corporation shall be presumed and the provisions of this paragraph 6 shall be deemed to have been fully complied with.

7. No lot shall be used for residential purposes prior to installation of toilet and bathroom facilities and sanitary and sewage conveniences required for normal residential uses which meet the standards of the State of Florida and of the County of Clay.

8. No animals or fowls may be kept for any commercial purposes. Only a reasonable number of house pets, including dogs, may be kept upon the premises for personal use only, so long as they are not kept in such numbers or housed in such conditions as to constitute an annoyance or nuisance to the neighborhood and provided that all house pets, including dogs, which are housed outside of the principal residence, must be kept on that portion of the premises located twenty (20) feet or more to the rear of the residence and must be housed in adequate enclosures, maintained in a presentable and sightly condition.

9. No fence may be erected nearer to the front lot line than the front of the dwelling house, and such fence shall not exceed seventy-two (72) inches in height. The term "fence" as used herein shall not be construed to be a patio wind screen, or a growing hedge trimmed to seventy-two (72) inches or less in height. Allowable fences shall be a chain link fence (with steel posts set in concrete), brick masonry fence (in permanent foundation), split rail fence (with all posts set in concrete) or other permanent ornamental fence of a type in customary use in the Island Forest area.

10. That portion of each lot between the front lot line and a line which is located coincident with the rear line of the dwelling house extended to the side lot lines and parallel to the front lot line shall be used only as yard.

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The remainder of the lot may be used for gardening and for other personal uses of the occupants of the lot so long as such uses comply with the requirements of these covenants. All parts of all lots shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. Grass and weeds shall be kept mowed. All tools and equipment shall be stored or housed within the principal dwelling or garage or in a storage building provided therefor. No car without a current State of Florida license or which is not currently qualified to operate upon the public streets of Clay County, Florida, may be placed upon the premises unless it is housed in the garage. No advertising sign except one "For Rent" or "For Sale" sign no larger than two feet by three feet, billboards or other unsightly objects shall be erected, placed or permitted to remain on any of said lots, except that nothing contained in these covenants and restrictions shall prevent St. Regis Land Development Corporation or its sales agents from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other temporary offices or structures as it may deem advisable for purposes of sale of the lots.

11. No window air conditioning unit may be installed in or on any elevation of a residence where such elevation faces a street.

12. All electric and other utility lines, including telephone lines and connections between the main utilities lines and the residence and other buildings located on each lot, shall be located underground so as not to be visible to persons travelling on any public road.

13. A central sewage collection system is provided by Kingsley Service Company. Each lot owner shall, at his expense, connect all sewage disposal lines from the lot to the sewage collection main provided to serve that lot. Each lot owner shall pay any connection fee or charge established by Kingsley as a condition precedent to providing sewage service. After such connection, each owner shall be responsible for paying, when due, the periodic charges or rates for sewer collection and disposal service made by Kingsley Service Company and approved by the State of Florida Public Service Commission.

14. No artesian wells may be drilled or maintained on any lot without first obtaining the written permission of Kingsley Service Company of Clay County, Florida. Rock wells may be drilled and maintained on any platted lot. All wells drilled upon any lot must comply with current State of Florida and County of Clay regulations. No individual water supply system or well shall be permitted on any lot unless said system or well is solely to supply water for air conditioning and/or heating installations, irrigation purposes, swimming pools or other exterior uses. The central water supply system provided within the subdivision shall be the sole source of water for all water spigots and outlets within all buildings and improvements located on each lot, and each lot owner, at his expense, shall connect water lines serving the residence on the lot to the water distribution main provided by Kingsley Service Company and each lot owner shall pay any connection and water meter fee charged by Kingsley Service Company as a condition precedent to providing water service. After such connection, each lot owner shall pay when due the periodic charges or rates for water service as established by Kingsley Service Company and approved by the State of Florida Public Service Commission.

15. St. Regis Land Development Corporation, for itself and its successors and assigns, hereby reserves easements for public utility purposes on, in, over and under (1) a ten (10) foot strip at the back of each lot; (2) a ten (10) foot strip at the front of each lot; and (3) a ten (10) foot side strip of each lot, provided that if lots are back to back or side to side, then five (5) feet of the back or side of each lot, making a total of ten (10) feet, is hereby reserved by St. Regis Land Development Corporation for the purposes described herein. St. Regis Land Development Corporation shall have the right to grant similar easements to all public utilities providing service to the above lots. The owner of any lot shall acquire no right, title or interest in or to any poles, wires, cable, conduits, pipes, mains, lines or other equipment or facilities installed within the easement areas.

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16. For a period of three (3) years from the date hereof, St. Regis Land Development Corporation reserves and shall have the sole right to amend these Covenants and Restrictions for the purpose of curing any ambiguity in these Covenants or any inconsistency between the provisions contained herein, and to release any lot from any part of the Covenants and Restrictions which may have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if St. Regis Land Development Corporation, in its sole judgement, determines such violation to be of either a minor or substantial nature. Any such amendment shall be recorded in the Official Records of Clay County, Florida, and a copy of such recorded amendment shall be delivered to the record owner of each of the 92 lots identified in the first paragraph hereof.

17. Easements for drainage purposes, together with the right of ingress and egress thereto, have been dedicated to Clay County, Florida, over those areas marked "Drainage Easement" on the plat of Island Forest. No improvements or structures may be erected upon, in, over or across any dedicated public drainage easement. No improvement, structure, dirt or other material may be placed thereon that would in any way tend to restrict or interfere with the free flow of water into or through, or inhibit access for maintenance of, drainage ditches, or drainage structures placed thereon by the Developer or by Clay County, their successors or assigns. By way of clarification, and not by way of addition or limitation, the term "improvement" or "structure" shall include fences of all descriptions.

18. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time they will continue to run with the land and shall be binding on all parties and all persons claiming under them until revoked by an instrument signed by a majority of the then owners of the residential lots within the property and recorded in the Public Records of Clay County, Florida. Except for such amendments hereto as may be made by St. Regis Land Development Corporation pursuant to paragraph 16 hereof, these Covenants may not be amended for a period of three (3) years following the date of recording of these Covenants. Thereafter, and during the remainder of the initial twenty-year life of these Covenants, amendment of these Protective Covenants shall be accomplished by recording in the Public Records of Clay County a written instrument containing the text of the amendment, signed by not less than 75% of the record owners of the 92 lots covered by these Covenants.

19. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any of these Covenants, either to restrain the violation thereof or to recover damages for such violation. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, and in the event that he is the prevailing party, such sums as the court may adjudge to be reasonable for the services of his attorney.

20. Invalidation of any one of these Covenants by judgement or court order in no way shall affect any of the other provisions, which shall remain in full force and effect, nor shall failure to enforce any of the restrictions or limitations contained herein be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

IN WITNESS WHEREOF, the said corporation has caused its name to be signed and its corporate seal to be affixed hereto by its duly authorized officer this 19th day of April, 1984.

ST. REGIS LAND DEVELOPMENT CORPORATION

ATTEST:

H. I. McLean
H. I. McLean, Assistant Secretary

By: S. J. Hatch
S. J. Hatch, President

WITNESSES:

[Signature]
[Signature]