

COVENANTS AND RESTRICTIONS

KLARE ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Klare Estates Community Association (KECA), Inc., a Florida corporation, hereinafter referred to as the "Association", is assigned all rights reserved by the developer of Lake Klare Estates, Inc. pursuant to said Covenants and Restrictions dated October 18, 1974 as amended on October 24, 1986 and recorded at Official Records Book 319, pages 622, 623, 624 and 625 and Book 997, pages 135 and 136 of the public records of Clay County, Florida and more particularly described as follows:

KLARE ESTATES, according to the plat thereof recorded in Plat Book 12, pages 48, 49, 50 and 51, of the public records of Clay County, Florida.

For the benefit of itself and all persons claiming by, through, or under it, does hereby impose the following covenants and restrictions upon all of the lots in Klare Estates, which shall run with the title to said lots until December 31, 2031.

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 per 43,560 square feet (one acre) 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 guest/servant's room, a detached children's playroom, boat storage room, and like structures incident to the lot usage for single family residential purposes. No appurtenant structures may be used as rental property.

2. No dwelling shall be erected upon or allowed to occupy any of the lots or building plot unless the ground floor square footage shall be an area of at least 1,250 square feet for the enclosed area of the 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 lot nearer to Klare Drive than thirty feet nor nearer than ten feet to any side lot property line. No structure except a dock or boat house shall be located on the following waterfront lots further away from Klare Drive than the number of feet set by each lot: Lots 18 through 22, 425 feet; Lots 23 through 38, 400 feet; Lots 39 through 40, 450 feet; Lots 41 through 45, 230 feet; Lot 46, 380 feet; Lot 47, 430 feet; Lot 48, 450 feet.

4. No-ready built structure or mobile home/trailer home shall be moved to or permitted to remain on any lot or building plot. This restriction does not apply to prefabricated modular homes actually assembled on a foundation on the lot or building plot.

5. An easement and right-of-way ten feet wide along on side line of each lot is reserved for utilities and drainage. Said easement and right of way shall be along the side line connecting each odd-numbered lot and the next larger-numbered (even-numbered) lot. An easement and right-of-way thirty feet wide parallel to and adjacent to Klare Drive is reserved on each lot. All easements and rights-of-way shown on the plat of Klare Estates recorded in Plat Book 12, pages 48 through 51, are hereby reserved. No fence, planting or barrier shall be constructed on utility and drainage easements that prevents access by Clay County or appropriate utility company for maintenance purposes.

6. All dwellings and structures to be placed on any lot or building plot shall conform in design and exterior appearance to the general character of the neighborhood and comply with current State of Florida and Clay County laws and ordinances pertaining to said structure. An Architectural Review Committee (ARC) is hereby established composed of three persons appointed by the officers of Klare Estates Community Association Inc. Plans for any new dwellings and structures shall be submitted to the ARC for its approval prior to construction or Clay County permit approval as applicable. Within 30 days after the submission of these plans the ARC shall grant its approval or shall refuse to grant such approval in writing stating the reason therefore. If the ARC fails to approve or disapprove such plans within 30 days after the plans have been submitted to it such approval shall not be required and this covenant will be deemed to have been fully complied with.

7. No dock, pier, bulkhead, floating platform, boat house or boat slip shall be constructed unless the design and location thereof shall have first been approved in writing by the ARC. No fence or other barriers shall be constructed on any lot or building plot without the prior approval of the ARC.

8. No livestock, fowl or poultry shall be kept on any waterfront lot. Not more than a total of four (4) horses and/or cows shall be kept on a non-waterfront lot. Any fowl or poultry on non-waterfront lots shall be fenced and kept at least 20 feet from all lot lines. No pigs, sheep or goats shall be allowed on lots. No more than a total of six (6) adult dogs and/or cats are permitted on any lot. This restriction shall not be construed to prohibit the keeping of household pets, which shall not be kept or bred for commercial purposes. No dog kennels for commercial purposes shall be permitted. Free roaming dogs or cats deemed a nuisance shall

be reported to Clay County Animal Control and are subject to the provisions of Clay County animal ordinances.

9. No trailer, recreation vehicle/trailer, mobile home, basement, tent, shack, houseboat, barn or other outbuildings shall be placed or erected either temporarily or permanently, on any lot or building plot to be used as a residence, nor shall any structure of a temporary character be used as a residence. Recreational vehicles/trailers or tents may be permitted with approval by the association board to accommodate visiting guests not to exceed 14 days. No recreational vehicle/trailer may be parked within the easement of Klare Drive.

10. No building or other structure at any time situated 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 or any commercial enterprises. Nor shall any lot or building plot be used for parking or storage of commercial vehicles or construction equipment whether a structure is erected thereon or not. No noxious or offensive trade or activities 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 a nuisance to the neighborhood.

11. No sewage, toxic liquids or solids, or other outflow shall be emptied into Hall Lake. No land vehicles shall be driven in Hall Lake.

12. The directors of Klare Estates Community Association, Inc., and their successors in office expressly reserve the right to waive specific violations of these restrictions and to modify or to cancel and 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. Klare Estates Community Association, Inc. reserves the right to incorporate any additional covenants and/or restrictions in any deed, provided the same are not inconsistent with the foregoing covenants and restrictions.

14. No healthy trees larger than 12 inches in diameter shall be removed without the prior approval of the ARC. Diseased or dead trees must be removed by the lot or building plot owner if said tree(s) presents a danger to neighboring structures. Sand pines and long

needle pines may be removed at the lot owner's discretion due to their susceptibility to windstorm damage and disease. No property shall be used as a borrow pit.

15. Klare Estates Community Association, Inc. 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 the violation shall be given and said owner shall properly cease and desist from continuation of such violation and shall within reasonable time after receipt of said notice (not to exceed 45 days) correct said violation. If said violation is not corrected within said time period, then Klare Estates Community Association, Inc. or the party claiming by, through or under Klare Estates Community Association, Inc. 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 Klare Estates Community Association, Inc. such violation is of such nature as to constitute emergency, legal proceedings may commence without notice or after giving a written notice with a shorter corrective time period. Any such notice for injunction, temporary or permanent, shall be without bond. The owner of the lot involved in such violation shall be held responsible for all damages incurred and shall pay all costs and expenses of such litigation including reasonable attorneys' fees.

16. Each covenant and restriction herein contained shall be severable and independent. Should any one of the forgoing covenants and restriction or any part thereof be held by any court to be invalid, such adjudication shall not effect or modify any other of the covenants and restrictions or parts thereof, but the same shall remain in full force and effect.

17. Klare Estates Community Association, Inc, must approve any subdivision or replatting of any lot or lots shown on said plat. The restrictions herein contained in case of such replatting or subdividing shall apply to each parcel so replatted or subdivided.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for good and valuable consideration that the document known as Covenants and Restrictions, Klare Estates, dated October 18, 1974 and recorded at Official Records Book 319, pages 622, 623, 624 and 625 as amended by that document known as Supplemental Declaration of and Amendment to Covenants and Restrictions, dated October 24, 1986 and recorded at Official Records Book 997, page 137, page 138, and dated May 24, 1995 and recorded at Official Records Book 1552, page 0350 and page 0351 of the public records of Clay County, Florida, is rescinded and replaced by this instrument upon execution.

IN WITNESS WHEREOF, said Klare Estates Community Association, Inc., has caused this instrument to be executed in its name by its president and corporate seal, attested to by its treasurer, to be hereby affixed this 7th day of November, 2016 at Keystone Heights, Clay County, Florida.

Klare Estates Community Association Inc., a corporation existing under the laws of the State of Florida

WITNESSES:

Merry Susan Molina
Merry Susan Molina

By: [Signature]
Ann F. Steinkellner, President

Victoria Shiller
Victoria Shiller

Barbara S. Hicks
Barbara S. Hicks, Treasurer

State of Florida

County of Clay

The foregoing instrument was acknowledged before me this 7th day of November, 2016 by Ann F. Steinkellner, Barbara S. Hicks, Merry Susan Molina and Victoria Shiller, who are personally known to me or have produced FLDL as identification.

[Signature] (Signature of Notary)



Melissa Griffin (Printed name of Notary)

