

RESTRICTIVE COVENANTS

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HAWAIIAN ISLE ESTATES

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS: THAT, WHEREAS, HAWAIIAN ISLE ESTATES, INC., a FLORIDA CORPORATION, with its principal offices located in Volusia County, Florida, is the fee simple owner of the following described property, located in the County of St. Johns and the State of Florida, to-wit:

HAWAIIAN ISLE ESTATES Blocks 1,2, & 3, according to the plat thereof as recorded in Plat Book 12, Pages 20 & 21, Public Records of St. Johns County, Florida.

WHEREAS, the said owner desires that all of said property above described be subject to like restrictions for the mutual benefit and protection of itself and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said property, or any portion thereof.

NOW THEREFORE, THESE PRESENTS WITNESSETH: That the parties to this agreement, for and in consideration of the mutual covenants therein contained, and for the further consideration of One Dollar in hand paid by each party to the other, receipt whereof is hereby acknowledged, and for other good and valuable considerations, do herein and hereby covenant and agree one with the other, for ourselves, our heirs, successors, assigns, and legal representatives, that as to said property above described, the following restrictions are hereby placed upon our respective holdings as come within the boundaries above described.

All lots in the tract shall be known and described as residential lots; no structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or other waste shall be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Any electrical or mechanical equipment, if otherwise visible from any street, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material and color of the dwelling.

Garbage or rubbish shall not be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times, such receptacles shall be placed on the lot so as not to be visible from the road.

Where easements exist, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either or restrain violation or to recover damages.

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

The failure of the owner to enforce any covenant or restriction herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the owner of those or other provisions of these restrictive covenants.

The owner reserves the right to amend this declaration of restrictive covenants and easements at any time so long as it is the owner of more than fifty (50%) percent of the property described herein.

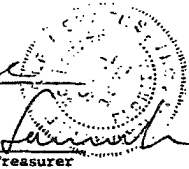
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IN WITNESS WHEREOF the said Corporation has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested by its Secretary-Treasurer, this 12 th day of September, 1977.

Signed, sealed and delivered in the presence of:

Alfred R. Tappett
Theron Tompkins

By: *[Signature]*
President
Attest: *[Signature]*
Secretary-Treasurer

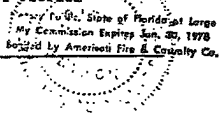


STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this 12th day of September, 1977 before me personally appeared *John Somuels* and *Louis P. Somuels*, President and Secretary-Treasurer, respectively, of HAWAIIAN ISLE ESTATES, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed hereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this 12th day of September, 1977

[Signature]
Notary Public, State of Florida
My Commission Expires: *June 30, 1978*
My Commission Expires: *Secured By American Fire & Casualty Co.*



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FL

SEP 12 4 46 PM '77

[Signature]
CLERK OF COUNTY