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COVENANTS AND RESTRICTIONS  
CHANDLER OAKS  
DUVAL COUNTY, FLORIDA

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HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 33.00

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the undersigned, CHANDLER OAKS, INC., a Florida corporation, is the Owner in fee simple of the lands described in SCHEDULE "A" attached hereto, said lands to be shortly platted into a subdivision to be known as CHANDLER OAKS, and

WHEREAS, and CHANDLER OAKS, INC., hereinafter called "Owner" is desirous of placing certain covenants and restrictions upon the use of the above-described property, said covenants and restrictions to run with the title to said property;

NOW THEREFORE, for and in consideration of the mutual benefits and for other valuable considerations, the Owner does for itself, its successors and assigns, restrict the use, as hereinafter provided, of all the above-described lots, such lots being sometimes hereinafter called "said land" and does hereby place upon said the following covenants and restrictions (the "Covenants"):

1. The Covenants are to run with the said land and shall be binding on all persons who now hold, or who hereafter acquire any interest in any of the said land, for a period of thirty (30) years from the date of these Covenants and Restrictions, at which time the Covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the members of the CHANDLER OAKS HOMEOWNERS ASSOCIATION, INC., (being formed simultaneously herewith), it is agreed to change the Covenants in whole or in part.

2. If the persons subject hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants, any other person or persons owning any of the lots shall be authorized to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the Covenants and either to enjoin him or them from such violations and/or to recover damages or obtain other remedies for such violations. The Association shall have the right to levy and collect monthly dues (initially established at ten dollars per lot per month) and to record claims

(7)

of lien against any property owner who fails to timely pay same. The Association shall also have all rights accorded a mechanic's lienholder and may enforce same through foreclosure pursuant to Chapter 713 of Florida Statutes.

3. Invalidation of any one of the Covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

4. The Owner shall have the right to resubdivide, or replat any of the said land. In the event any of said land is resubdivided or replatted for rights of way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes.

5. No structures of any kind shall be erected, altered, placed or permitted to remain on any of the lots other than: (i) one single family dwelling, not to exceed two and one-half (2 1/2) stories in height; and (ii) one private garage for not more than three (3) cars; and (iii) one servant's room or utility room attached to the garage on the ground floor level and (iv) one one-story out building for storage located to the rear or the back building line of the dwelling, and having not more than five hundred (500) square feet of floor space.

6. No building or fencing shall be erected, placed or altered on any lot until the building plans, specifications and plan showing the proposed locations of all structures have been approved in writing as to quality of workmanship and materials, conformity and harmony of external design with existing structures and as to location of the structure with respect to topography and finished grade elevations, by a committee appointed by the Owner or by a representative designated by a majority of the members of the Board of Directors of the CHANDLER OAKS HOMEOWNERS ASSOCIATION. No fence shall be erected which exceeds six (6) feet in height without the approval of said committee. In the event said committee, or its designated representative, fails to approve or disapprove such design or location within sixty (60) days after structure or fence plans and specifications have been submitted to in writing, or in any event, if no suit to enjoin the erection of any such structure or the making of any such alterations have been commenced prior to the completion thereof, such approval will not be required and this Covenant No. 6 will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

7. No structure of any kind shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than ten (10) feet to any side street line. No structure except a detached garage located one-hundred (100) feet or more from the front lot line, shall be located nearer than ten (10) feet to any side lot line. A garage or out building for storage may be located not closer than ten (10) feet to any side lot line nor ten (10) feet from the rear lot line. No structure or other improvement or change in the

topography of the land shall be erected or made which interferes in any respect with the drainage or utility easements shown on the subdivision plat.

8. If any one dwelling is erected on more than one lot, or on a building plat composed of parts of more than one lot, the side line restrictions contained in paragraph No. 7 above, shall apply only to the extreme side lines of the building plot occupied by such dwelling.

9. No dwelling shall be erected or placed on any lot having a width of less than one-hundred (100) feet at the front building set back line nor shall any dwelling be erected or placed on any lot having an area of less than Twenty-one thousand seven hundred eighty, (21,780) square feet. The use of two or more fractional lots shall be permitted if the square foot area and width comply with this provision.

10. No dwelling costing less than Eighty-five thousand dollars (\$85,000.00) shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than two thousand (2,000) square feet in the case of a one-story structure, nor less than twelve hundred (1200) square feet in the case of a one and one-half ( $1\frac{1}{2}$ ), two (2) or two and one-half ( $2\frac{1}{2}$ ) story structure, and the minimum square footage of heated and cooled space shall be 2,000 square feet.

11. The Owner may resubdivide or replat the said land in any way it sees fit for any purpose whatsoever consistent with the development of the subject subdivision provided that no dwelling shall be erected upon or allowed to occupy any lot within such replatted or resubdivided land which has an area less than the smallest lot shown on said plat. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each lot as replatted or resubdivided.

12. No trade, or business or noxious or offensive trade or 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. No structure of a temporary character, mobile home, basement, tent, shack, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently except mobile homes used temporarily as sales offices and construction offices with the Owner's approval. No structure previously used shall be moved onto any lot. No garage or out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No truck, automobile or other machinery that is inoperable shall be stored in the open on any lot or building plot in excess of thirty days. No powered vehicles shall be operated on any of the easements or trails except for maintenance or public purposes. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to

prevent obstruction of sight lines. No garage shall at any time be used as a separate residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No clothes or laundry shall be hung or clothes lines erected in front yards of any Lots or in any portion of the Lot which is visible from the street. No signs of any kind, excluding "For Sale" and "For Rent" signs, shall be exhibited in any way on the Property other than those placed or erected by the Owner. No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building of such Lot unless same is not visible from the road. No boats, recreation vehicles or other motor vehicles, except properly licensed and tagged four-wheel passenger automobiles shall be placed, parked or stored upon any Lot in locations visible from the street. No maintenance or repair may be performed on vehicles except within a garage totally obscured from view of neighboring Lots and the street. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed at the curb. Unless attached to the dwelling, no mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of the Class C Member, if any. Central air conditioning units only shall be permitted within the Property and no window or wall air conditioning units shall be permitted. All mailboxes shall be of brick construction, that match residence.

13. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any lot or lots as now platted or on any subdivided or replatted lot in such manner that the same constitutes a violation or violations of the covenant as set out hereinbefore in Paragraph No. 7, the Owner or the CHANDLER OAKS HOMEOWNERS ASSOCIATION, INC shall have the right at any time to release such lot or subdivided lots or building plot, or portion thereof, from such part of provisions of the said covenant. Provided, however, that no release for a violation or violations of such covenant except those determined to be minor shall be given, and the power to release any such lot or plot from a violation or violations shall be dependent upon a determination by the Owner or the CHANDLER OAKS HOMEOWNERS ASSOCIATION, INC. that the violation or violations for which releases are given are minor.

14. A perpetual, alienable and releasable easement is hereby reserved to the Owner over and under and above a seven and one-half (7 ½) foot strip at the rear and side lines of each lot described herein for the construction, installation and maintenance of drainage ditches, and structures and gas, water, electric and sanitary and storm sewer lines and other utility installations of every kind. The Owner shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction,

installation and maintenance. No purchaser of a lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations

15. Without the prior written consent of the Owner, or the CHANDLER OAKS HOMEOWNERS ASSOCIATION, INC., first had and obtained, no structure located on any of said lots shall be connected with any source of water other than the water system now or hereafter established for said subdivision except for use in connection with heating or cooling, or with any means of sewage disposal other than the sewage disposal system now or hereafter established for said subdivision. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean sanitary condition.

16. Underground service cables to all houses which may be located on all lots in said subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by location and construction of such houses as may be located upon said lot; provided that upon installation of such service cable to a particular house the supplier of electrical service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way on said lot, covering a five (5) foot strip extending two and one-half (2 1/2) feet on each side of such service cable extending from the pedestal or transformer to the service entrance of said house.

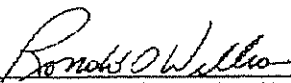
17. That the Owner of the above-described property may include in any contract or deed hereafter made affecting any of said land any additional covenants, conditions, restrictions or limitations not inconsistent with these herein set forth.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed this 24th day of May, 1996.

SIGNED, sealed and delivered  
in the presence of:

  
RONALD D. FISSELL  
  
JOHN RAY BORDEN, JR.

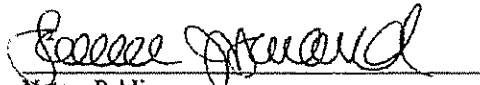
CHANDLER OAKS, INC.

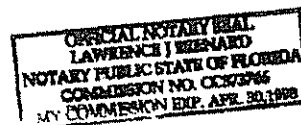
By   
Ronald D. Williams, President Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME personally appeared RONALD D. WILLIAMS, as <sup>Vice</sup> President of  
CHANDLER OAKS, INC., a corporation existing under the laws of the State of Florida,  
to me well known to me to be the individual and officer described in and who executed  
the foregoing instrument and acknowledged to and before me that he executed the same  
as such officer of said corporation for the purposes therein expressed and that he affixed  
thereto the official seal of said corporation. He is personally known to me.

WITNESS my hand and official seal this 24<sup>th</sup> day of May  
1996, at Jacksonville, County and State aforesaid.

  
Notary Public



SCHEDULE "A"

CHANDLER OAKS  
as recorded in Plat Book 50, pages  
45, 45A, 45B and 45C of the current  
public records of Duval County, Florida.