

OFFICIAL RECORDS
OUTLINE OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published on this 20th day of January, 1966, by THE BRIDGES IV, Inc., a corporation chartered under the laws of the State of Florida and having its principal office in Jasper, Florida.

WITNESSETH; THAT, WHEREAS, said corporation is the owner of the subdivision known as CHAN-BRIDGE ESTATES and being a subdivision of all of those certain lots, tracts or parcels of land situate, lying and being in Hamilton County, Florida, being more particularly described in that certain plat of the CHAN-BRIDGE ESTATES as recorded on January 19, 1966, in Flat Book Number 2, at page 16, of the Official Records of Hamilton County, Florida, in the office of the Clerk of the Circuit Court of Hamilton County, Florida; and

WHEREAS, it is to the interest, benefit and advantage of THE BRIDGES IV, INC., and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by THE BRIDGES IV, INC., and each and every subsequent owner of any of the lots in said subdivision, said BRIDGES IV, INC., does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through THE BRIDGES IV, INC., until January 19, 1996, at which time said covenants may be revised or kept the same as herein set forth but, in any event, the said covenants shall be thereafter extended for a period of ten (10) years and further extended for a period of ten (10) years at the end of each successive ten (10) year period and the said covenants are as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 15 below.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for a one-story dwelling, nor less than 768 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30' feet to the front lot line, or nearer than 25' feet to any side street line. No building shall be located nearer than 7.5' feet to an interior lot line, except that a 2 foot side yard shall be required for a garage or other permitted accessory building located 100' feet or more from the minimum building setback line. No

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dwelling shall be located on any interior lot nearer than 7.5' feet to the rear lot line. Rear yards will be at least 25' feet from dwelling to rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of a building, on a lot to enroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12000 square feet, except that a dwelling may be erected or placed on lots numbered (to be specified) as shown on the recorded plat.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. NUISANCES. 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.

8. TEMPORARY STRUCTURES. 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.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS. 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.

11. LIVESTOCK AND POULTRY. 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.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 and a line connecting them at points 25 feet from the intersection of the streets lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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 such sight lines.

14. FENCES. No fences along property line will be more than 48 inches high, fences may exceed 48 inches in height where more than 10 feet from the property line. No fences of any kind will be permitted in front of the building set-back line.

15. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of Virginia B. Chandler, J. T. Bridges, Jr., and Joel W. Smith. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative

shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

- b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. TERM. 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 five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

18. SEVERABILITY. 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.

IN WITNESS WHEREOF, THE BRIDGES IV, INC., has caused these present to be executed in Jasper, Hamilton County, Florida by its

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Secretary to be hereunto affixed on the day and year first above written.

THE BRIDGES IV, INC.
Subdivision Owner

BY: J. T. Bridges, Jr. LS
President

ATTEST: Virginia B. Chandler
Secretary

Signed, sealed and delivered
in the presence of:

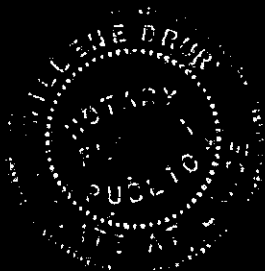
W. A. Drury
William Drury

STATE OF FLORIDA

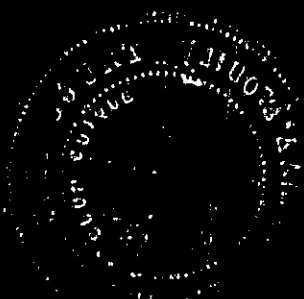
COUNTY OF HAMILTON

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments in the State and County aforesaid personally appeared J. T. BRIDGES, JR., and VIRGINIA B. CHANDLER to me well known to be the President and Secretary, respectively, of THE BRIDGES IV, INC. and they acknowledged before me that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal on this 20th day of January, 1966.



William Drury
Notary Public



COUNTY OF HAMILTON
STATE OF FLORIDA
On this 20th day of January
A. D. 1966 at 2:40
o'clock P M. This
Instrument was filed for record
and recorded in official record
book 67 at page 191-196
public records of said county.
Witness my hand and official
seal this 20th day of January
A. D. 1966
J. P. Miller - Clerk
By William Drury