

THESE RESTRICTIVE COVENANTS, made and published on
this 5th day of June, 1975, by E.S. CHANDLER, JR.,
WANDA KATHRYN CHANDLER, his wife, JERRY McLEOD, and McLEOD
CONSTRUCTION COMPANY, INC.

WITNESSETH: THAT, WHEREAS, said E.S. CHANDLER, JR.,
WANDA KATHRYN CHANDLER, his wife, JERRY McLEOD, and McLEOD
CONSTRUCTION COMPANY, INC., are the owners of the parcel of land
situate, lying and being in Hamilton County, Florida, being
more particularly described as:

Commence at the Southwest corner of Section 31, Township 2
North, Range 14 East; thence run N.89° 43' 00" East along the
Southern boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said
Section 31 a distance of 1322.80' to the Southeast corner
of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, thence
run N 00° 43' 00" W a distance of 1313.65 feet to a concrete
monument found at the Northeast corner of the Southwest $\frac{1}{4}$
of the Southwest $\frac{1}{4}$ of Section 31, said monument being the
Point of Beginning. Thence run N 89° 50' 00" W a distance
of 721.07 feet to a Point; thence run N 00° 43' 00" W a distance
of 94.87 feet to a Point; thence run N 49° 05' 00" E a distance
of 92.96 feet to a Point; thence run N 00° 43' 00" W a distance
of 955.70 feet to a Point; thence run N 10° 11' 00" W a
distance of 60.83 feet to a point; thence run N 00° 43' 00"
W a distance of 134.51 feet to a Point; thence run N 89°
05' 00" E along the Northern boundary of the Northwest $\frac{1}{4}$
of the Southwest $\frac{1}{4}$ of Section 31 a distance of 660.00 feet
to a point on the West right-of-way of Chan-Bridge Drive;
thence run S 00° 43' 00" E along said right-of-way which
is also the Eastern boundary of the Northwest $\frac{1}{4}$ of the South-
west $\frac{1}{4}$ of Section 31 a distance of 1318.52 feet to the Point
of Beginning, and containing 19.82 acres, more or less.

The above property description is designated in the unrecorded
plat of Highland Heights Subdivision, a subdivision of a portion of
Section 31, Township 2 North, Range 14 East, Jasper, Hamilton County,
Florida.

WHEREAS, it is to the interest, benefit and advantage of
E.S. CHANDLER, JR., WANDA KATHRYN CHANDLER, his wife, JERRY McLEOD,
and McLEOD CONSTRUCTION COMPANY, INC., and to each and every person
who shall hereafter purchase any portion or parcel of the above-
described property that certain restrictive 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 E.S. CHANDLER, JR., WANDA
KATHRYN CHANDLER, his wife, JERRY McLEOD, and McLEOD CONSTRUCTION

OFFICIAL RECORDS

COMPANY, INC., and each and every subsequent owner of any of the above-described property, said E.S. CHANDLER, JR., WANDA KATHRYN CHANDLER, his wife, JERRY McLEOD, and McLEOD CONSTRUCTION COMPANY, INC., do hereby set up, establish, promulgate, and declare the following restrictive covenants to apply to all of said lots and to all persons owning said above described property, or any of them hereafter; these restrictive covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through E.S. CHANDLER, JR., WANDA KATHRYN CHANDLER, his wife, JERRY McLEOD, McLEOD CONSTRUCTION COMPANY, INC., until 1 January, 1995, 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 twenty (20) years and further extended for a period of twenty (20) years at the end of each successive twenty (20) year period and the said covenants are as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used for other than 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.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the grantor, his heirs, assigns, or appointees, 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 and as to compliance with the requirements of paragraph number 3, below.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$17,000.00, 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 main structure, exclusive of one-story open porches and garages, shall not be less than 750 square feet in size.

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 as described herein. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line. Rear yards will be at least 15 feet from dwelling to rear lot line. For the purposes of this covenant, eaves, steps, 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 encroach upon another lot.

5. 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.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

7. 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 and sales period.

8. 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.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) 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.

11. 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.

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

IN WITNESS WHEREOF, E.S. CHANDLER, JR., WANDA KATHRYN CHANDLER, his wife, JERRY McLEOD, and McLEOD CONSTRUCTION COMPANY, INC., have caused these present to be executed in Jasper, Hamilton County, Florida, on the day and year first above written.

Linda N. Smith
Witnesses as to E.S. Chandler,
Jr., and Wanda Kathryn
Chandler, his wife

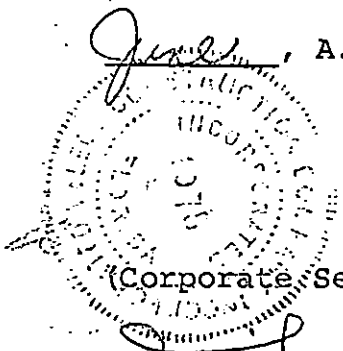
E.S. Chandler, Jr.
Wanda Kathryn Chandler
WANDA KATHRYN CHANDLER

FILED FOR RECORD AND RECORDED IN OFFICIAL RECORDS
BOOK 121 PAGE 26-30 PUBLIC RECORDS, HAMILTON
COUNTY, FLORIDA, THIS 6th DAY OF June A.D. 1975
AT 9:35 O'CLOCK A.M. J. R. MILLER - CLERK
BY Rhonda Perry DC

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 E.S. Chandler, Jr., and Wanda Kathryn Chandler,
his wife, to me well known to be the Owners described in the foregoing
Restrictive Covenants, and they acknowledged before me that they
executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal on this 5th day of
June, A.D. 1975.



Linda N. Smith
Notary Public

My Commission expires: December 19, 1975

Linda N. Smith
Witnesses as to Jerry McLeod as
an individual and to Jerry McLeod
as President of McLEOD CONSTRUCTION
COMPANY, INC.

Jerry McLeod
JERRY MCLEOD

STATE OF FLORIDA
COUNTY OF HAMILTON

McLEOD CONSTRUCTION COMPANY, INC.
BY Jerry McLeod
JERRY MCLEOD, President
By virtue of a Power of Attorney
recorded in O.R. Book 119, page 305
of the Public Records of Hamilton
County, Florida.

BEFORE ME, an officer duly authorized to administer oaths and
take acknowledgments in the State and County aforesaid, personally
appeared Jerry McLeod as an individual and Jerry McLeod well known to me
to be the President of the corporation named as Owner described in the
foregoing Restrictive Covenants, and he acknowledged that he as an
individual and he as President of said corporation executed the foregoing
instrument for the purposes therein contained.

WITNESS my hand and official seal on this 5th day of
June, A.D. 1975.

Linda N. Smith
Notary Public

My Commission expires: December 19, 1975

This instrument prepared by:
RICHARD B. DAVIS, JR., ESQUIRE
P.O. Box 249
Jasper, Florida 32052