

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CHANDELLE SUBDIVISION

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

THIS DECLARATION, made on the date hereinafter set forth by CLASSIC HOMEBUILDERS INCORPORATED, a Florida corporation, its successors and assigns if such successors or assigns should acquire the remaining undeveloped Lots from said corporation for the purpose of development (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS Declarant is the owner of certain property in Escambia County, Florida more particularly described as:

See Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS Declarant has subdivided and intends to sell the above-described property known as Chandelle Subdivision, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successor and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
 DEFINITIONS

Section 1. Association. "Association" shall mean and refer to Chandelle Subdivision Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee-simple title to any Lot in Chandelle Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Properties. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and known as Chandelle Subdivision.

Section 4. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and those lands dedicated to a governmental entity or authority.

Section 5. Common Area. "Common Area" shall mean and refer to all real property (including the improvements) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Exhibit "A" hereto.

ARTICLE II GENERAL PROVISIONS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded and unless written notice to the proposed action is sent to every member not less than thirty (30) days and not more than sixty (60) days in advance; provided however that for a period of two (2) years from the date of recording this Declaration, Declarant may without action of the Association grant such subsurface utility easements, licenses or the like, across, to or under all or any portion of the Common Area which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners.

Section 2. Grant/ Reservation of Easements.

A. Declarant does hereby grant a non-exclusive perpetual easement and right of ingress and egress across, under and to the Common Area unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies or who provide public or private utility services.

B. Declarant, for itself, its successors and assigns, does hereby reserve a non-exclusive perpetual easement and right of ingress and egress across, under and to the Common Area for purposes of construction thereon of subdivision improvements, sale of lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of lots within Chandelle Subdivision.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting. The Association shall have two classes of voting membership:

CLASS A: Class A members shall be the Owners with the exception of the Declarant. Each Class A member shall be entitled to one vote for each lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B: The Class B member(s) shall be the Declarant and the Declarant shall be entitled to three (3) for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 1995.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interest required on membership under Section 1.

The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner, nor in such a way as to cause undue hardship upon any Owner.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Single-Family Residences. No Lot shall be used except for single-family residential purposes. No Lot shall be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. 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 stories in height, and a private garage for at least two but not more than three vehicles. A single-family dwelling may contain an attached servants' quarters. Notwithstanding the above restrictions, upon the express written approval of the Architectural Control Board or the Architectural Review Representative, as hereinafter defined, an owner may construct one, detached, storage building and the garage may be detached. As long as the Declarant continues to own a Lot, the Declarant may use one Lot for a model home and/or sales office. The improvement located by the Declarant on this Lot need not comply with any of the restrictions relating to residential structures so long as it is used as a sales office.

Section 2. No one story residential structure shall be erected or placed on any Lot with a floor area of the first habitable floor of less than 1,600 square feet, exclusive of open porches, carports and garages; and no residential structure with more than one story shall have a ground floor area (first habitable floor) of less than 1,200 square feet and a total floor area of less than 1,600 square feet again, exclusive of open porches, carports and garages.

Section 3. Architectural Control Board. No residential structure, fence, wall, mailbox, driveway or other structure or improvement of any nature whatsoever shall be commenced, placed, or altered on any Lot until the design, location, plans, specifications and plot plan showing the location of such structure or improvement have been improved in writing as to the quality of workmanship and materials, harmony of exterior design with the requirements of these restrictions, and with existing structures and location with respect to topography and finished grade by a majority vote of the Architectural Control Board, initially comprised of Rick Faciane and Danny Speranzo, or their successors and assigns, or by the Architectural Review Representative, selected by a majority vote of the Architectural Control Board. Should Rick Faciane or Danny Speranzo die, resign or otherwise become unable to serve as a member of the Architectural Control Board, for any reason whatsoever, the remaining members shall appoint a successor member to the Board. As long as there is a Class B membership, neither the Architectural Control Board nor the Architectural Review Representative shall receive any compensation for services rendered and performed pursuant to this covenant other than from the Developer. If said design, location, plans, specifications and plot plan are not approved or disapproved within sixty (60) days after they have been submitted in writing, or in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully. At such time as there is no longer a Class B membership, the Association shall have the power through a duly recorded written instrument to change the Architectural Control Board or the Architectural Review Representative or withdraw from or restore to it or them any powers or duties.

Section 4. Setback Lines. No building shall be located on any Lot nearer to the front lot line and, in the case of a corner lot, nearer to the side street line than the minimum

building setback line shown on the recorded plat of Chandelle Subdivision. In any event, no building shall be located on any Lot nearer than twenty-five (25) feet to the front lot line and, in the case of a corner lot, nearer than eighteen (18) feet to any side street line.

No building shall be located nearer than ten (10) feet to an interior lot line.

No building shall be located nearer than fifteen (15) feet to a rear lot line except non-residential structures otherwise allowed under this declaration may be located closer to the rear lot line upon written approval by the Architectural Control Board or by the Architectural Review Representative.

Any violation of the location requirements as set forth in this Section which do not exceed five (5) feet may be waived by instrument in writing executed by the Architectural Control Board or the Architectural Review Representative if such Board or Representative, in its or their sole judgment, determines such violation to be minor or insubstantial.

Section 5. Fences. No fences or walls shall be constructed and no hedge shall be planted until its design, construction and location are approved by the Architectural Control Board or Architectural Review Representative. No fence or wall may be constructed and no hedge planted nearer to the front lot line than the rear of the residential structure, nor, if a corner lot, nearer to the side street than the side-street building set back line provided for above. Fences shall be of wood or brick construction only and shall not exceed six (6) feet in height. This restriction does not apply to any growing fence or hedge which does not exceed three feet in height.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. General Covenants to Pay Assessments. In order to fulfill the terms, provisions, covenants and conditions contained in this Declaration, as well as to maintain, operate and preserve the Common Area for the recreation, use, safety, welfare and benefit of the Owners, the Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association all assessments as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment or enforcement of the lien, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made from the time the assessment is due. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such property at the time such assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All properties dedicated to and accepted by a local government entity or authority, and the Common Area, shall be exempt from the assessments created herein. However, no land or improvements devoted to single or family occupancy shall be exempt from said assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the construction, care and maintenance of the Common Area, including but not limited to the private roads, curbs, subdivision entranceway, street lights, etc. and for payment of ad valorem real property taxes that may be assessed against the Common Area. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the private roads in the subdivision or other portions of the Common Area.

Section 3. Amount of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the amount of the maximum annual assessment for each Lot shall be One Hundred Dollars (\$100.00) per year. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area maintained by the Association, including but not limited to the private roads, curbs, subdivision entranceway, etc., provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount due and the due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners, as of thirty (30) days prior to the date of mailing each notice, not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an installment basis as determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessment provided for herein shall be assessed on a calendar year basis and shall be due and payable on such date as set forth by resolution of the Board of Directors of the Association and shall commence as to all lots on the first day of the month following the conveyance to the Lot Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating what assessments on a specified Lot are outstanding and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of any assessment on a Lot is binding on the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may

bring an action at law against the Owner personally obligated to pay the same and/ or foreclose the lien against the property. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of a Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of Lien to Mortgages. The lien of the easements provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which come due prior to such foreclosure. No other sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or for the lien thereof.

ARTICLE VI ADDITIONAL RESTRICTIONS

Section 1. Odd Lots. If one Lot and all or a portion of an adjacent Lot within the Subdivision are utilized for one single family residential purpose, the set backs required herein shall be measured from the boundary lines of the entire building plat being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent Lots may be utilized as a single family residential building plot, provided that no plot shall contain fewer square feet than the smallest platted Lot within the Subdivision, nor have a width, at the building set back line, of less than eighty (80) feet.

Section 2. Noxious Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. 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, however, that they are not kept, bred or maintained for any commercial purposes, and that they are not kept in such numbers as to be an annoyance or nuisance to other owners in the Subdivision and that they are not permitted to run at large.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of reasonable size advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period. This provision shall not apply to the Declarant who may utilize a structure as a model home or sales office.

Section 5. All electric and telephone service lines and wiring for any building erected on a Lot shall be underground and no visible antennas shall be permitted on any Lot without the advance written permission of the Architectural Control Board or the Architectural Review Representative. No satellite dish may be maintained on any Lot except with advance written permission of the Architectural Control Board or the Architectural Review Representative and, in any such case, such satellite dish or antenna shall be placed behind a fenced area not visible from the street.

Section 6. No basketball goal shall be located on any driveway or Lot except with express written permission of the Architectural Control Board or the Architectural Review Representative in which event such basketball goal shall be located behind an approved privacy fence.

Section 7. No trailer, mobile home, camper, motor bike, motorcycle, motor scooter, boat, boat trailer, house trailer, tractor or commercial vehicle of any kind or any other vehicle, machine, equipment or apparatus other than operating passenger vehicles shall be parked in any driveway or on any Lot except in a garage or except in other appropriate storage area on the Lot and must be kept, in any such case, behind a six foot privacy fence.

Any such aesthetic shielding shall be approved in advance by the Architectural Control Board or the Architectural Review Representative. All garage doors shall remain closed when not in use.

Section 8. Pipe inverts and driveway swales shall be constructed in accordance with grades shown on the construction plans.

Section 9. Each Owner shall be responsible for obtaining a "permit for construction within County right-of-way" (driveway permit). An Owner shall be responsible to the County for any damage to any improvement within the County's right-of-way, including, but not limited to, streets, paving and curbing, caused by that Owner's construction activities.

Section 10. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot or part of a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on a Lot. Each Owner shall maintain and keep clean the unpaved portion of the County's right-of-way abutting the Owner's Lot.

Section 11. All Federal laws, laws of the State of Florida, laws of Escambia County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation and land use are incorporated herein and made a part hereof.

Section 12. No exploration or drilling for oil, gas or other minerals and no oil refineries of any kind shall be permitted or allowed on any Lot in the Subdivision.

Section 13. In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may be benefitted by a decrease in hazards of pollution and for protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewage or other material which might tend to pollute said waters.

Section 14. Enforcement. The Association or any Owner shall have the right to enforce, by a proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 15. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 16. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant during the first year if such amendment is necessary to obtain FHA or VA approval. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the Owners of ninety percent (90%) of the Lots and, thereafter, may be terminated or amended by an instrument signed by not less than the Owners of seventy-five percent (75%) of the Lots. Any termination or amendment must be recorded to be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of February, 1993.

CLASSICHOMEBUILDERS INCORPORATED

By: 
Its President
Ricky L. Faciane

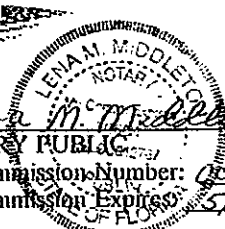
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STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of February, 1993, by Rick Faciane the president of CLASSIC HOMEBUILDERS INCORPORATED, a Florida corporation, on behalf of the corporation. He is personally known to me.

A circular notary seal for Lena M. Middleton, Notary Public, State of Florida. The seal contains the text "LENA M. MIDDLETON", "NOTARY PUBLIC", and "STATE OF FLORIDA".
Lena M. Middleton
NOTARY PUBLIC
My Commission Number: 02012767
My Commission Expires: 5/16/94

Prepared by Robert Heath, Attorney.
502 East Gadsden Street.
Pensacola, FL.

EXHIBIT "A"

Begin at the intersection of the Northerly right of way line of Gulf Beach Highway (100' right of way) and the East line of Section 22, Township 3 South, Range 31 West, thence run North $00^{\circ}02'34''$ West along said East section line for 1420.20 feet; thence run South $89^{\circ}57'26''$ West for 706.25 feet; thence run South $00^{\circ}59'03''$ East for 1355.00 feet; thence North $89^{\circ}00'57''$ East for 330.00 feet; thence South $00^{\circ}59'03''$ East for 161.95 feet to a point of intersection with the Northerly right of way line of Gulf Beach Highway said point lying on a circular curve concave to the North; thence Northeasterly along said curve (tangent bearing = $N 77^{\circ}15'38'' E$, $\Delta = 03^{\circ}41'01''$, $R = 5647.24'$) for an arc distance of 363.09 feet to the Point of Beginning. Containing 22.53 acres, more or less. (NOTE: For this description " $^{\circ}$ " denotes degrees).

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