

Prepared by and return to:
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Kendale Inc.
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COVENANTS AND RESTRICTIONS FOR WILDERNESS ESTATES

WHEREAS, KENDALE, INC., a Florida corporation ("Developer"), is the owner of that land in Duval County, Florida, more particularly described as Wilderness Estates according to the plat thereof recorded at Plat Book 52, pages 56, A, & B, public records of Duval County, Florida, the "Property".

WHEREAS, the Developer intends that the Property be used for the development of residential lots and desires to create covenants and restrictions essential to a residential community.

NOW, THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all the Property, and places upon the property the following covenants and restrictions, to run with the title to the property and all portions thereof. Each grantee of a deed conveying any lot or lots, parcels or tracts contained within the Property shall be deemed by acceptance of such deed to have agreed to observe, comply with and be bound by all these Covenants and Restrictions as follows:

1. Improvements: Site built homes, manufactured homes or modular homes may be placed on the property under the following conditions:

- (a) Each site-built, modular or manufactured home shall have a minimum of 1,400 square feet of heated area.
- (b) Manufactured homes must be multi-unit, 1999 or newer, and shall have skirting within ten (10) days after being placed on the property. All wheels and axles on manufactured homes shall be removed immediately.
- (c) Developer reserves the right to make exception to homes to be placed on the property based on appearance and improvements made to the home.

2. Set Back Lines. Each home shall be constructed or installed within the set-back lines defined by Duval County zoning ordinances. No other structures shall be built on any lot, except garages, storage sheds and barns. No structures are allowed in the front yard of the Property. Front yard is defined as the land between the home and the street

3. Fences and Clothes Lines. Fences placed along the side and rear of the home may be up to six (6) feet. Any fence placed in the front yard shall not be more than four (4) feet high. Outdoor drying of wash must be done in areas that are completely screened from view from adjacent lots and the street. Clothes lines or drying racks must be no more than 6 feet in height from ground level.

4. Animals. No pigs, poultry, goats, livestock or other animals of any kind shall be raised, bred or kept on any Lot for any commercial purpose. Three dogs, 3 cats, or other household pets may be kept on any Lot provided they are kept only as pets. Pets shall be kept in fenced areas or on leashes when out of doors. If, in the sole opinion of Developer, or an official of the Jacksonville Humane Society, an animal becomes dangerous or any annoyance or nuisance in the neighborhood, or becomes destructive of wildlife, such animal may not thereafter be kept on the Lot. Horses may be kept for personal use, provided however, the number of horses allowed on any one Lot or parcel shall not exceed the number of horses allowed pursuant to the zoning requirements of the City of Jacksonville. Pets shall not be allowed to be a nuisance to the neighborhood and shall be kept in accordance with local City and County ordinances. No pigs shall be kept on any lot for any purpose.

5. Storage of fuel tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent lots and the street. No portion of the property or street shall be used as a dumping ground for waste of any kind. Waste shall be kept in a sanitary container with a cover.

6. Vehicles. No owner will be allowed to use property to store more than one (1) inoperable or un-licensed vehicle, other than the Property owner's personal automobiles or trucks, that are temporarily not operating for a period of no more than thirty (30) days. All boats, trailers, recreational vehicles, or automobiles in excess of 3 shall be parked to the rear of the home. No more than one (1) commercial vehicle may be parked on the property. Commercial vehicles shall be parked to the rear of the home behind a privacy fence.

7. No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Property nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance or nuisance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Property or upon any contiguous land. No fires for burnish of trash, leaves, clippings, or other debris shall be permitted on any part of the Property. Landscaping is to be trimmed, weeded and maintained. Grass shall be keep mowed.

8. Wetland Areas. Any Lot owner whose lot is adjacent to or impacted by jurisdictional Wetlands shall be responsible for obtaining any and all required permits to clear, fill or otherwise impact any portion of the Wetlands.

9. JEA Easement. Kendale, Inc. has granted JEA an easement over the property to construct, operate, and maintain electric power lines servicing the Property. All property owners are subject to the terms and conditions of this easement, a copy of which can be obtained from JEA.

10. Enforcement of Violations: Developer reserves the right, but shall have no obligation, following ten (10) days written notice to the owner of the lot specifying the violation, to enter upon any lot to correct any violation of these Covenants and Restrictions or to take such other action at the expense of the lot owner as Developer deems necessary to enforce these Covenants and Restrictions. The owner of the lot shall pay Developer on demand the actual cost of such enforcement plus twenty percent (20%) of the costs of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer may, at its option, bring action at law against the lot owner personally obligated to pay the same, or upon giving the lot owner ten (10) days written notice of an intention to file a lien against a lot, may file and foreclose such lien. In addition, Developer shall be entitled to bring actions at law for damages or in equity for injunctions for the purpose of curing or correcting any violation of the term s of these Covenants and Restrictions. All costs and expenses, including but not limited to attorneys' fees (at trial, in settlement, and on appeal) incurred by Developer to effectuate collection of any charges or to cure or correct any violation shall be borne by the lot owner. The failure by Developer to bring any action to enforce any provision of these Covenants and Restrictions shall in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any lot owner. Once Developer has sold all lots within the Property, or Developer elects not to enforce a violation, the rights of enforcement shall transfer equally to all of the lot owners of the Property and any one or more lot owner may seek any and all remedies provided herein or at law.

11. Release of Violation. Developer reserves the right unto itself to release at any time any violation of these covenants and restrictions if it deems such violation to be minor in nature.

12. Severability of Restrictions: Invalidation of any one or more of these covenants and restrictions by judgment or court order, or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

13. Term: These covenants and restrictions shall run with the land in perpetuity.

14. No Dedication. Nothing contained herein shall create any rights in the general public.

15. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement.

16. Modification. For a period of five (5) years, the terms and provision of this Agreement, may not be modified, supplemented or terminated without the consent of Developer. Unless stated otherwise herein, after a period of five (5) years, these restrictions may be modified by a majority of the property owners whose lots are restricted by this instrument.

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed on its behalf in accordance with the law.

Signed, sealed and delivered
in the presence of:

KENDALE, INC. (Developer)


Print Name: **Joanne Eisenstein**

By: 
Kenyon S. Atlee, Vice President


Print Name: **Joan Porter**

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Declaration of Restrictions was signed and acknowledged before me this 24th day of March 1999, by Kenyon S. Atlee, as Vice President of Kendale, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.


Notary Public: **Joan Porter**

