

DB 97-315

We, the undersigned owners of that certain property described as follows:

All of Blocks "A", "B", "C" and "D" of Buena Vista Heights Subdivision in the SW $\frac{1}{4}$ of Section Seven (7), Township Two (2) North, Range Three (3) West, Gadsden County, Florida, a map or plat of which is recorded in Plat Book #1, Public Records of Gadsden County, Florida, in the Office of the Clerk of the Circuit Court of Gadsden County, Florida, do hereby place certain restrictions which shall govern the sale thereof, either by ourselves, our heirs, executors, administrators or assigns, and make and execute this instrument in writing for the purpose of placing the same of record to give notice to any person, firm or corporation, who may desire to become owners of any of said property that the following restrictions in reference thereto will be made a condition precedent to becoming owner of any part or parts of said described property, to-wit:

- (a) All lots in the tract shall be known and described as residential lots, and no structure shall be erected on any residential building plot other than one detached family dwelling and not to exceed two stories in height and one or two car garage
- (b) No building shall be erected on any residential plot nearer the street than the building line as shown on plat, nor farther than twenty-five (25) feet back of building line as shown on plat, nor nearer than five (5) feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than fifteen (15) feet to the said street line.
- (c) No house shall be built on any lot or combination of lots having an area of less than 6000 square feet or a width of less than 50 feet.
- (d) No noxious or offensive trade 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.

(*) See next pg
(expired in '75 but see perp. easel)

(e) No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence of temporary character or permanent residence, nor shall any residence of a temporary character be permitted.

(f) No structure shall be moved onto any lot unless it shall conform ~~to and be in harmony with existing structures in the tract.~~

(g) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of ~~lots in said subdivision.~~ However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within five days, then such approval will not be required provided the design and location on the lot conforms to and are in harmony with the approval of the committee, no dwelling costing less than \$7,500.00 shall be permitted on any lot in the tract, or the ground floor square foot area thereof shall not be less than 1000 square feet, in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story building.



(h) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(i) These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until 1975, at which time said covenants and restrictions shall terminate.

(j) If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restriction herein before 1975, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(k) 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, we have hereunto set our hands and seals this 4 day of April, A. D. 1950.

[Signature] (SEAL)
Bessie B. McMichael (SEAL)

WITNESSES:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF GADSDEN

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared J. R. McMichael and Bessie B. McMichael, his wife, to me known to be the persons described in and who executed the foregoing and they acknowledged before me that they executed the same.

WITNESS my hand and official seal at Quincy, County and State aforesaid this 4 day of April, A. D. 1950.

[Signature]
Notary Public State of Florida at Large

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 5, 1951

STATE OF FLORIDA
COUNTY OF GADSDEN

I, F. F. Morgan, Clerk of the Circuit Court in and for said County, do hereby certify that the above and foregoing instrument was presented and filed for record in this office on the 17 day of January, A. D. 1952, and it being properly authenticated, I have duly recorded same on the 17 day of January, A. D. 1952.

BY [Signature] CLERK