

185-001

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That YORKTOWN, INC., a Florida corporation, as Covenantors herein, and the owner in fee simple of a tract of land known as CHAMPION OAK ESTATES, a subdivision located in the Northwest Quarter of Section 16, Township 2 North, Range 2 West, and the Southwest Quarter of Section 9, Township 2 North, Range 2 West, Gadsden County, Florida, and more particularly described in the map or plat thereof recorded in Plat Book , page , of the public records of Gadsden County, Florida, does hereby impose upon the said lands the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm or corporation, owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenants and intervening to prevent him or them from so doing, or to recover damages or other dues for such violation.

A. All numbered lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling and a private garage, and a laundry or tool room attached to the garage on the ground floor and other suitable and needed out buildings.

B. No more than one single-family residence shall be placed on any one numbered lot.

C. No residential building or structure shall be located nearer than fifty (50) feet to the front lot line.

D. No residence shall be located nearer than twenty-five (25) feet to any side or rear lot line.

E. No structure of a temporary character shall be used as a residence.

F. Personal livestock to be kept under adequate fence. No swine permitted.

G. No junk cars, trash or rubble piles or any offensive eyesore shall be permitted on said property.

H. All sheds and separate buildings shall be constructed and completed in a style that will not conflict with the overall appearance of this residential development.

I. Garage apartments will be permitted only in the case that a two-story residence is built as the main structure and in such cases such garage apartment must be connected to the main residence by the use of a breezeway or other suitable means. Such garage apartments will be permitted solely for the occupancy by domestic servants and under no circumstances shall such garage apartments be rented.

J. No noxious or offensive trade or activity 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.

K. The invalidation of any restriction herein by the judgment of any court shall not affect any of the other restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF the said Covenantor has caused this instrument to be signed in its name and its corporate seal to be affixed, this 1st day of January, 1975.

YORKTOWN, INC.,
A Florida Corporation

by George D. Avant
President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, this day personally appeared GEORGE D. AVANT, President of YORKTOWN, INC., a Florida corporation, to me known to be the person described in the foregoing instrument, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, that he affixed the official seal of the corporation, and that said instrument is the act and deed of that corporation.

WITNESS my hand and official seal this 1st day of January, 1975.

Elizabeth Renner

Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 15, 1977
Bonded by American Fidelity & Surety Co.

FILED 1-22-75 4110 M.
IN CLERK'S OFFICE, FLORIDA
REC. NO. 67875
FILED 1975
MADE AND CERTIFIED,
EDWARD S. GIBSON, Circuit Court
Notary Public