

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Guy L. Winthrop and Ada Belle Winthrop, his wife, of the County of Leon, and State of Florida, and Evelyn W. Randolph, an unmarried woman, of the County of Duval and State of Florida, as covenantors and owners in fee simple of Betton Hill Second Addition according to map or plat thereof appearing of record in Plat Book 3 at page 45, of the public records of Leon County, Florida, do hereby impose upon the said lands included in said map or plat of said subdivision, and upon each and every part of said lands so included, the following covenants and restrictions to run with the land and which shall be binding on and upon all parties and all persons claiming by, through, or under us, or any of us, until the first day of January, A.D. 1980, 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 in said subdivision it is agreed to change said covenants in whole or in part, in any such vote the then property holders to be entitled to one vote for each lot or major portion thereof.

If the parties hereto, or any of us, our heirs or assigns, or any person claiming <sup>or</sup> to claim by, through or under us, or either of us, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated on said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment, court order or otherwise shall in no wise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

The covenants and restrictions hereby imposed upon the land in said subdivision are as follows, to-wit:

- A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and a laundry or tool room attached to the garage on the ground floor.
- B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Guy L. Winthrop, James A. Stripling, A. J. Livingston, and such other persons as they, or the survivors of them, may add to said committee, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee the remaining member, or members shall have full authority to elect successors and to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after January 1, 1980. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- C. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. No building, except a detached garage or other outbuilding located eighty (80) feet, or more, from the front lot line, shall be located nearer than ten (10) feet to any side lot line .

- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than twelve thousand five hundred (12,500) square feet, or a width of less than ninety (90) feet at the front building setback line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighborhood.
- F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- G. No dwelling costing less than Forty-five hundred (\$4500.00) dollars shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a one and one-half or two story structure.
- H. No person of other than the Caucasian race shall own, use or occupy any property in said subdivision except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

IN WITNESS WHEREOF the said covenantors have hereunto set their hands and seals this the 24<sup>th</sup> day of November, A.D. 1948.

Signed, sealed and delivered in the presence of:

Guy L. Winthrop (SEAL)

Ada Belle Winthrop

Ada Belle Winthrop (SEAL)

Mary F. ...  
Witnesses as to Guy L. Winthrop and Ada Belle Winthrop; and

Evelyn W. Randolph (SEAL)

11759

Witnesses as to Evelyn W. Randolph

Witnesses as to Evelyn W. Randolph.



STATE OF FLORIDA  
COUNTY OF LEON:

I hereby certify that on this day personally appeared before me, the undersigned authority, Guy L. Winthrop and Ada Belle Winthrop, his wife, both to me well known and well known by me to be the persons described in and who as such executed the above and foregoing instrument of writing, and severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

And the said Ada Belle Winthrop, well known by me to be the wife of the said Guy L. Winthrop, on a private examination by me this day taken and made separate and apart from her said husband, did acknowledge and declare that she made herself a party to said instrument and executed the same freely and voluntarily, without any compulsion, constraint, apprehension or fear, of or from her said husband.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal, this the 30<sup>th</sup> day of November, A.D. 1948.



*E. M. ...*  
Notary Public, State of Florida  
at Large. My commission expires:

STATE OF FLORIDA  
COUNTY OF DUVAL:

I hereby certify that on this day personally appeared before me, the undersigned authority, Evelyn W. Randolph, an unmarried woman, to me well known and well known by me to be the person described in and who as such executed the above and foregoing instrument, and acknowledged before me that she executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the 29<sup>th</sup> day of November A.D. 1948.

*E. M. ...*  
Notary Public, State of Florida  
at Large. My commission expires

Notary Public, State of Florida at Large.  
My commission expires May 26, 1951.  
Signed by John J. Society Corp. of N. Y.