

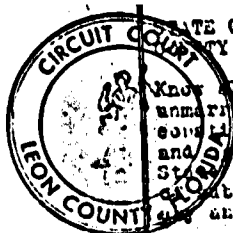
THESE PARTIES, that we, Guy L. Winthrop and Mrs. Belle Winthrop, his wife, of the County of Leon and State of Florida, and Evelyn W. Randolph, an unmarried woman, of the County of Duval and State of Florida, as covenantors and owners in fee simple of Setton Hill Fourth Addition according to map or plat thereof appearing of record in Plat Book 3 at page 92 of the public records of Leon County, Florida, do hereby impose upon the said lands included in said map or plat of subdivision and a strip of land 170 feet deep parallel and north of Randolph Circle and Argonne Road, 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 us, upon all parties and all persons claiming by, through, or under us, or of us, until the first day of January, A. D. 1960, 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 or to claim by, through or under us, or out 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 using 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 shown and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential 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 plat 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. Strippling, A. J. Livingston, and such other persons as they, or the survivors of them, may see fit to commit, 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 1st, 1986. 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 recorded 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 said street line than the building setback 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 line.
- D. No residential structure shall be erected or placed or maintained 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. No residential structure shall be erected, placed, or maintained on any plot unless the same contains at least one entire lot according to the said plat of Petton Hill Subdivision, Fourth Addition.



34076 (M-1)
RECORDING THE PUBLIC RECORDS OF THE STATE OF FLORIDA
IN THE 3304 AND 3305 BLDG.

APR 15 9 36 AM '52
Clerk of Circuit Court

STATE OF FLORIDA
COUNTY OF LEON

Know all men by these presents that I, Evelyn W. Randolph, unmarried, of the County of Duval and State of Florida, have made, constituted and appointed and by these presents do make, constitute and appoint my brother, Guy L. Winthrop, of the County of Leon and State of Florida, my true and lawful attorney, but without power of substitution, for me and in my name, place and stead to sell and all of the land or lots of land embraced within

addition number four to Betton Hill, a subdivision in Leon County, Florida, as per map or plat of said subdivision appearing of record in plat Book 6, at page 32 of the public records in the Office of the Clerk of the Circuit Court of Leon County, Florida.

at such price or prices and upon such terms and condition as my said attorney shall in his discretion deem advisable, and to ask, demand, collect and receive any and all sums of money, debts and accounts due from the purchasers of said lands or any interest therein by reason of the sale thereof, and to sign and endorse my name to any check or checks, drafts or drafts, that may be made payable to me by the purchaser or purchasers of any of the lands hereinabove described or any interest therein, and also for me, and in my name and as my act and deed to sign, seal, execute and deliver and acknowledge such deeds, conveyances, leases, assignments of leases, acknowledgments, receipts, releases, satisfactions of mortgages or other liens and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney, Guy L. Winthrop, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully and to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I, the said Evelyn W. Randolph, have hereunto set my hand and seal in the City of Jacksonville, County of Duval and State of Florida, this the 14th day of March, A. D. 1952.

Signed, sealed and delivered in the presence of:

Evelyn W. Randolph Evelyn W. Randolph SEAL
Guy L. Winthrop
Attorney for Evelyn W. Randolph



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 named in and who as such executed the above and foregoing power of attorney and acknowledged before me that she executed the same freely and voluntarily and for the uses and purposes therein expressed.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, the County of Duval and State of Florida, this the 14th day of March, A. D. 1952.

Guy L. Winthrop

Notary Public, State of Florida
My commission expires May 25, 1954
Bonded by American Surety Co. of N. Y.

- 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 and fifty (1250) square feet in the case of a one-story structure, nor less than eight hundred and fifty (850) square feet in the case of a one and one-half story structure.

IN WITNESS WHEREOF, the said covenantees have hereunto set their hands and seals this the 14th day of March, A. D. 1962.

Signed, sealed and delivered in the presence of:

James H. Randolph Guy L. Winthrop SEAL
J. L. Henderson Ada Belle Winthrop SEAL

Witnesses as to Guy L. Winthrop and Ada Belle Winthrop

James H. Randolph Evelyn W. Randolph SEAL
Edna Bartner

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 further 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the 14th day of March, A. D. 1952.

J. L. Henderson

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.

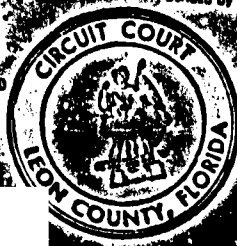
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 14th day of March, A. D. 1952.

Edna G. Gathin

NO. 34077 FILED
RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.
IN THE BOOK AND PAGE IND.

APR 15 9 37 AM '52

AT THE TIME AND DATE NOTED
GEO. D. CRAWFORD
CLERK OF CIRCUIT COURT



Notary Public, State of Florida, at large
My commission expires May 25, 1953
Bonded by American Surety Co. of N. Y.

VARIANCE

DA1449(0148

This is to certify that Ada Belle Winthrop-King under the authority granted in Paragraph B. , a variance is granted from the Plat of Betton Hill Subdivision, Fourth Addition as per plat recorded in Plat Book 3, Page 92, Public Records of Leon County, Florida, through Restrictive Covenants recorded in Deed Book 143, Page 247, whereby the building setback requirement for Lot 20, Block "P" is 37.4 feet rather than 40 feet from front lot line.

We have determined that the variance given is justified by the reasons given to us by the owner of said lot, and we have also determined that said variance is not major or substantial.

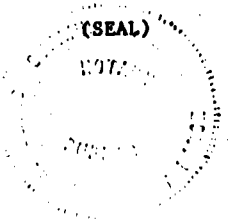
Ada Belle Winthrop-King
Ada Belle Winthrop-King

STATE OF FLORIDA

COUNTY OF LEON

Before me personally appeared Ada Belle Winthrop-King to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that she executed said instrument for the purpose therein expressed.

Witness my hand and official seal this 9th day of August, 1990.



[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: NOV. 6, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

1019421
AUG 9 11 23 AM '90
LEON COUNTY

VARIANCE

DA14-19-0148

This is to certify that Ada Belle Winthrop-King under the authority granted in Paragraph B. , a variance is granted from the Plat of Betton Hill Subdivision, Fourth Addition as per plat recorded in Plat Book 3, Page 92, Public Records of Leon County, Florida, through Restrictive Covenants recorded in Deed Book 143, Page 247, whereby the building setback requirement for Lot 20, Block "P" is 37.4 feet rather than 40 feet from front lot line.

We have determined that the variance given is justified by the reasons given to us by the owner of said lot, and we have also determined that said variance is not major or substantial.

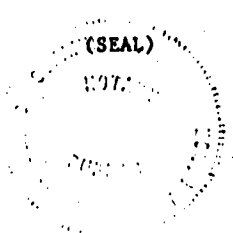
Ada Belle Winthrop-King
Ada Belle Winthrop-King

STATE OF FLORIDA

COUNTY OF LEON

Before me personally appeared Ada Belle Winthrop-King to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that she executed said instrument for the purpose therein expressed.

Witness my hand and official seal this 9th day of August, 1990.



[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 6, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1019471
AUG 9 11 25 AM '90
LEON COUNTY