

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 covenanters and owners in fee simple of Betton Hill Fifth Addition according to map or plat thereof appearing of record in Plat Book 3 at page 114 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 Trescott Drive, and upon each and every part of said land 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, through or under us, or any of us, until the first day of January, A. D. 1990, 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 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 said in/subdivision are as follows, to-wit:

- A. All lots in the tract shall be known 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. 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 1st, 1990. 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 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 twelve (12) 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 set back 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 Betton Hill Subdivision, Fifth Addition.

- 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 covenantors have hereunto set their hands and seals this the 15th day of February, A. D. 1954.

Signed, sealed and delivered in the presence of:

J. L. Henderson
Witnesses as to Guy L. Winthrop and Ada Belle Winthrop

Guy L. Winthrop SEAL
Ada Belle Winthrop SEAL

Mae S. Hood
Witnesses as to Evelyn W. Randolph

Evelyn W. Randolph SEAL

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 15th day of February, A. D. 1954.

J. L. Henderson
Notary Public, State of Florida at large
My commission expires Sept. 9, 1956.
Bonded by American Surety Co. of N. Y.

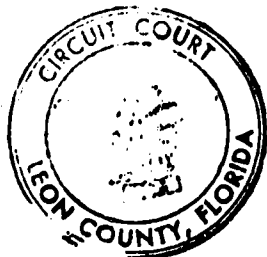
STATE OF FLORIDA
COUNTY OF BREVARD

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 10 day of February, A. D. 1954.

Mae S. Hood
Notary Public

Notary Public
My commission expires Sept. 9, 1956.



46893

NO. 46893 FILED
RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.
IN THE PRESENCE OF THE CLERK.

MAR 4 3 27 PM '54

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