

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS; That we, Guy L. Winthrop joined by his wife, Ada Belle Winthrop, and Gertrude C. Winthrop, a widow, all 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 the owners in fee simple of First Addition to Betton Hill, a subdivision in Section 19, Township 1 North, Range 1 East, in Leon County, Florida, according to a map or plat of said subdivision appearing of record in Plat Book 2, at page 130 of the public records in the office of the Clerk of the Circuit Court of Leon County, Florida, do hereby impose upon the said lands hereinabove described 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, 1975, 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 said 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 or persons owning any real property situated in said development or 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 or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- 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 a 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 and A. J. Livingston, 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 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 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, 1975. 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. In any event, no building shall be located on any residential building plot nearer than forty feet to the front lot line, nor nearer than forty feet to any side street line. No building, except a detached garage or other outbuilding located eighty feet or more from the front lot line, shall be located nearer than ten 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 square feet or a width of less than ninety 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 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 square feet in the case of a one-story structure nor less than eight hundred 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 20<sup>th</sup> day of November, A. D. 1945.

Signed, sealed and delivered in the presence of:

Edw. Segus

Guy L. Winthrop (SEAL)  
Guy L. Winthrop

Bessie Bruce

Ada Belle Winthrop (SEAL)  
Ada Belle Winthrop

As to Guy L. Winthrop and  
Ada Belle Winthrop

Gertrude C. Winthrop (SEAL)  
Gertrude C. Winthrop

Edw. Segus

Evelyn W. Randolph (SEAL)  
Evelyn W. Randolph

Bessie Bruce  
As to Gertrude C. Winthrop

Edna Parker

Edna Parker  
As to Evelyn W. Randolph

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STATE OF FLORIDA,  
COUNTY OF LEON:

Before me, the undersigned authority, this day personally appeared Guy L. Winthrop and his wife, Ada Belle Winthrop, to me well known and known to me to be two of the persons described in and who executed the foregoing instrument of writing, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

And the said Ada Belle Winthrop, wife of the said Guy L. Winthrop, upon an examination this day taken and made by me separate and apart from her said husband, did further acknowledge and declare that she made herself a party to and executed the foregoing instrument of writing freely and voluntarily and 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 at Tallahassee, in said County and State, this the 30<sup>th</sup> day of November, A. D. 1945.

Jessie Bruce  
Notary Public, State of Florida at Large  
My commission expires 12-19-45

STATE OF FLORIDA,  
COUNTY OF LEON:

Before me, the undersigned authority, this day personally appeared Gertrude C. Winthrop, a widow, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument of writing, and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Tallahassee, in said County and State, this the 30<sup>th</sup> day of November, A. D. 1945.

Jessie Bruce  
Notary Public, State of Florida at Large  
My commission expires 12-19-45

STATE OF FLORIDA,  
COUNTY OF DUVAL:

Before me, the undersigned authority, this day personally appeared Evelyn W. Randolph, an unmarried woman, to me well known and known to me to be one of the persons described in and who executed the foregoing instrument of writing, and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, in said County and State, this the 6<sup>th</sup> day of December, A. D. 1945.

Edna Instone  
Notary Public, State of Florida at Large  
My commission expires \_\_\_\_\_

Notary Public, State of Florida at Large  
My commission expires \_\_\_\_\_  
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA,  
COUNTY OF LEON.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of December, A. D. 1945 the foregoing instrument of writing was presented for record to the subscriber, Clerk of the Circuit Court in and for the County aforesaid, and the same being properly authenticated, I have duly recorded the same, in # 72 DEED Book at page 89.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, the day and year last above written.

George J. [Signature] Clerk.