

Durward
2nd AddlRESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, CHARLES EDWARD PARKER, JR., and ISABEL PARKER, his wife, of the County of Essex, State of New Jersey; ELIZABETH PARKER ANDERSON and GEORGE E. ANDERSON, her husband, of the County of Leon, State of Florida; ROSALIND PARKER COLLINS and RUSSELL V. COLLINS, her husband, of the County of Pinellas, State of Florida; and ELIZABETH PARKER ANDERSON as Executrix of the Estate of Mary V. Parker, deceased, as Covenantors and owners of all lots in Second Addition to "Durward" Subdivision, of record in Plat Book 3, page 212, Public Records of Leon County, Florida, do hereby impose upon the lands hereinabove described until January 1, 1998 the restrictive covenants hereinafter set forth against said lands, to-wit:

- (a) Said lots shall be known and described as residential lots and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height and a one or two story garage. Garage apartments will be permitted solely for occupancy by domestic servants and under no circumstances shall such garage apartment be rented.
- (b) Buildings shall not be erected nearer than thirty-five (35) feet from the front lot lines nor nearer than twelve (12) feet to any side line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than twelve feet to any side street line.
- (c) No residential lot shall be subdivided into building lots.
- (d) 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 a nuisance to the neighborhood.
- (e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this property, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be erected.
- (f) No dwelling shall be erected on any building lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, contains at least 1,350. square feet in the case of a one-story structure, and not less than 950 square feet in the case of a one and one-half story structure.

- (g) 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 the topography and finished ground elevation, by a committee composed of George E. Anderson, Jack Culpepper and Robert Maybin, 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 designs 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, 1998. 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.
- (h) The owners and occupants of any building upon this property must comply with all State sanitary regulations.
- (i) These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs, executors and assigns, and if any purchaser, his heirs, executors, or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in the subdivision of Durward to enjoin or to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation. The measure of damage for the violation of these covenants or restrictions shall be the value of the lots and buildings of the owner of any lot in said subdivision.

(j) Invalidation of any one or more of these covenants by judgment or Court Order shall in no wise effect any of the other provisions, covenants or restrictions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the said Covenantors have hereunto set their hands and seals this 25th day of April, A. D. 1958.

Signed, sealed and delivered in the presence of:

John K. Tolson

Earline O. Watters

CHARLES EDWARD PARKER, JR. (SEAL)

BY: Elizabeth Parker Anderson
Her Attorney In Fact

ISABEL PARKER (SEAL)

BY: Elizabeth Parker Anderson
Her Attorney in Fact

Elizabeth Parker Anderson (SEAL)
Elizabeth Parker Anderson

George E. Anderson (SEAL)
George E. Anderson

ROSALIND PARKER COLLINS (SEAL)

BY: Elizabeth Parker Anderson
Her Attorney In Fact

RUSSELL V. COLLINS (SEAL)

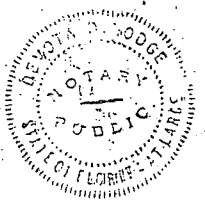
BY: Elizabeth Parker Anderson
Her Attorney In Fact

Elizabeth Parker Anderson (SEAL)
Elizabeth Parker Anderson, as
Executrix of the Estate of
Mary V. Parker, deceased.

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared ELIZABETH PARKER ANDERSON,
individually, as Executrix of the Estate of Mary V. Parker, deceased,
and as Attorney in Fact for Charles Edward Parker, Jr., Isabel Parker,
his wife, Rosalind Parker Collins, Russell V. Collins, her husband;
and GEORGE E. ANDERSON, her husband, and acknowledged before me that
they executed the foregoing Restrictive Covenants, and acknowledged
the execution thereof to be their free act and deed for the uses and
purposes and in the capacity therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal at Tallahassee, Leon County, Florida this 25th
day of April, A. D. 1958.



Nevada D. Hodder
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires

Notary Public State of Florida at Large
My commission expires August 25, 1958.
Bonded by American Surety Co. of N. Y.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
MAY 6 4 49 PM '58
AT THE TIME AND DATE NOTED
GEO. S. CRAWFORD
CLERK OF CIRCUIT COURT

