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Lewis H. Gregory and
Fred L. Rowan

Declaration and Agreement as to
Covenants and Building Restrict-
ions in Respect to Holiday Heights
Subdivision Unit No. 2 Plat of
Lots Located in the City of Quincy,
County of Gadsden, State of Florida.

BUILDING RESTRICTIONS

THIS DECLARATION AND AGREEMENT, made and entered into this 2nd day of July, 1959, between Lewis H. Gregory and Fred L. Rowan, Parties of the First Part, and all purchasers and their respective heirs and assigns of lots in the Holiday Heights Subdivision Unit No. 2 Plat of Lots, Parties of the Second Part;

WHEREAS, the Parties of the First Part intend to sell and convey the lots in said Holiday Heights Subdivision Unit No. 2 Plat of Lots by deeds referring to restrictive covenants on the part of purchasers contained in this Declaration and Agreement, and which is to be recorded to the end that the restrictive covenants herein imposed shall inure to the benefit of each and all of the purchasers of said lots;

THE PARTIES OF THE FIRST PART agree that all lots in said plat shall be sold subject to the respective covenants contained in the Declaration and Agreement, and all purchasers of lots in said plat, for themselves, their heirs and assigns, by the purchase of said lots, agree to be bound by the covenants herein contained, by reference in their respective deeds to the Volume and Page in the Office of the Clerk of the Circuit Court, Gadsden County, Florida, where this Declaration and Agreement will be recorded.

The purchaser as to any lot in the said Holiday Heights Subdivision Unit No. 2 Plat and with the intent to bind all persons with whom the title of said lot may hereafter vest, agrees to the following restrictive covenants:

1. THESE covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1978, at which time said covenants shall automatically extend for an additional period 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.

2. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein mentioned, 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.

3. No structure shall be erected, altered, placed or permitted to remain on any lot other than one semi-detached single family dwelling, and a private garage for not more than two cars, and only one residence shall be permitted upon each numbered lot in the plat.

4. No residence or attached appurtenance shall be located nearer than thirty (30) feet to the front lot line.

5. There shall be a side yard on each side of the main building having a width not less than fifteen (15) feet.

6. A perpetual easement is reserved over the rear seven and one half (7½) feet of each lot for utility installation and maintenance.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a temporary residence, nor shall any structure of a temporary character be used as a residence.

8. No dwelling with less than twelve hundred fifty (1250) square feet living area exclusive of open porches and garages shall be built on any numbered lot in the plat.

9. Invalidatation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year aforesaid.

Lewis H. Gregory (SEAL)
Fred L. Rowan (SEAL)

Witnesses:

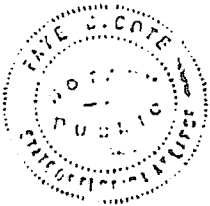
Faye B. Cote
Douglas A. Burr

STATE OF FLORIDA SS.
COUNTY OF GADSDEN

On this 2nd day of July, 1959, before me, a notary public in and for said County and State, personally appeared LEWIS H. GREGORY and FRED L. ROWAN, known to me, who being duly sworn according to law doth acknowledge the foregoing to be their act and deed to the end that it may be recorded as such. Sworn to and subscribed before me this 2nd day of July, 1959.

Faye B. Cote
NOTARY PUBLIC

My Commission expires March 15, 1963



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Filed _____ No. 1138
Recorded in the records Gadsden
County, Florida and verified by
Eowan Burr, Clerk Circuit Court
Deputy
Mary Moore Clerk