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Restrictive Covenants
Magnolia Addition
Unit # 2

Know all men by these presents, that Magnolia Addition, Inc., a Florida corporation, the owner in fee simple of the following described real estate:

All lots and blocks in Magnolia Addition, Unit #2, as per map or plat thereof recorded in Plat Book 3, page 63, of the public records of Leon County, Florida,

does hereby impose upon the lands hereinabove described the 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, 1980, at which time said covenants shall terminate, unless the majority of the owners of the lots in said subdivision shall in writing extend the same for successive periods of time.

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 proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants 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 be in full force and effect.

(a) All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots, 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.

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(b) No buildings shall be erected or placed upon any lot in the subdivision unless the design and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by Bruce B. McCullough or by a committee elected by a majority of the lot owners in the subdivision.

(c) No building shall be located upon any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 70 feet or more from the front lot line shall be located nearer than 7½ feet to any side lot line.

(d) 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.

(e) 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.

(f) No dwelling costing less than \$4000.00 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 not be less than 300 square feet in the case of a one story structure nor less than 600 square feet in the case of a one and one-half or two story structures.

(g) No residential structure shall be erected or placed on any building plot which has an area of less than 6000 square feet or a width of less than 60 feet at the front building set back line.

It is understood and agreed that such portions of Block H of Magnolia Addition as per map or plat thereof in Plat Book 3, page 36, of the public records of Leon County, Florida, as are included within Magnolia Addition, Unit #2 as the same appears of record in Plat Book 3, page 63 of the public records of Leon County, Florida, shall continue subject to such restrictions as have been placed on said

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Magnolia Addition. Nothing herein contained shall in anywise affect the operation of said restrictions, it being the purpose of these restrictions to impose restrictive covenants upon such lands as have been included within said Magnolia Addition, Unit Number 2, but which have no restrictions imposed upon them.

IN WITNESS WHEREOF, the said Magnolia Addition, Inc., a Florida corporation, by its President and attested by its Secretary, has of this the 18th day of July 1950, set its hand and seal hereto.

Signed, sealed and delivered in the presence of:

MAGNOLIA ADDITION, INC.

Leticia W. Lawson

BY Bruce B. McCullough
President

Leonard Pappas

ATTEST: J. J. Turnbull
Secretary

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that Bruce B. McCullough and T. T. Turnbull, President and Secretary, respectively, of Magnolia Addition, Inc., personally known to me and known to be such officers, acknowledged that they executed the foregoing deed as such officers and for the corporation and for the uses and purposes therein contained.

WITNESS my hand and seal, this the 18th day of July 1950.



Leticia W. Lawson

Notary Public, State of Florida, My Commission Expires March 10, 1954, Bonded by American Surety Co. of N. Y.

22534

NOTARY PUBLIC
LEON PAPPAS

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ATTEST: THE ABOVE NOTES
BY THE CLERK OF COURT
CLERK OF DISTRICT COURT