

OR 131/528

DECLARATION OF RESTRICTIONS

RIVERVIEW FARMS
UNIT # 2

KNOW ALL MEN BY THESE PRESENTS: That E.A. VINSON and EDWARD M. VINSON, TRUSTEES, Vinson Living Trust, Tripp County Georgia, being the owner in fee simple of the following described property, situate, lying and being in Gadsden County, Florida, to-wit:

SEE SCHEDULE "A" ATTACHED

makes the following declaration of restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the owner and upon all persons deraigning title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and one stable for horses; except that, with the written consent of the architectural committee, who must approve the planned construction, one detached utility building may be erected upon each lot.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing as to quality of workmanship and material, external design and as to location of the building with respect to topography and finished elevation by a committee composed of Jim Burnette, the first property owner in the Unit and a third to be selected by them. A majority of the three is required for any approval. After approval in writing has been given and construction has once begun, work thereon shall be prosecuted diligently and continuously UNTIL the full completion

This Instrument Prepared By
W. TAYLOR MOORE
OF PEEPLES, SMITH AND MOORE
ATTORNEYS AT LAW
P. O. Box 1169
Tallahassee, Florida 32302

thereof. Completion of construction in accordance with approved plans and specifications must be within eight (8) months after the commencement of construction on any lot.

3. The approval or disapproval as required in these covenants shall be in writing. In the event those designated fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

4. The exterior structure material of exterior walls of any dwelling built on any lot shall be at least two-thirds (2/3) brick or stone masonry, unless specifically waived in writing by the architectural committee; concrete blocks are not to be considered brick or stone masonry, and except that modular constructed pre-fabricated permanent dwellings may be allowed by the architectural committee. It shall not be permissible to utilize asbestos siding or concrete block on the exterior walls of any residence unless a written waiver is obtained from the committee.

The foregoing paragraph notwithstanding, mobile homes or trailers shall be allowed under the following conditions:

- (a) Each such home shall have a minimum width of twelve (12) feet and a minimum length of sixty (60) feet.
- (b) They shall be placed on a permanent foundation.
- (c) They shall be skirted and landscaped.

5. No dwelling shall be erected on any lot unless said dwelling shall contain at least one thousand, two hundred (1,200) square feet of heated area exclusive of porches and garages. No two-story dwelling shall be erected unless the ground floor shall contain at least one thousand (1,000) square feet of heated area, exclusive of porches and garages. In the event a structure contains more than one story, the ground floor area must be completely finished as living area and at least five hundred (500) square feet

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of the second floor area must be completely finished as living area.

6. No building shall be constructed on any lot unless the area of said lot is one (1) acre or more. No building shall be erected nearer than seventy-five (75) feet from the front lot line nor nearer than twenty-five (25) feet from the side lot line, nor nearer than fifty (50) feet from the rear lot line, unless written waiver is obtained from the architectural committee.

7. 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.

8. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently, except as hereinbefore permitted, nor shall any such building, with the exception of approved outbuildings be allowed on any lot.

9. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, horses, ponies, and cows may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and others may be kept with the written permission of the architectural committee.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sale.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All structures owned and users of said lot must comply with all state and county sanitary laws, rules and regulations.

12. No vehicles shall be stored on any lot for more than thirty (30) days unless the same are in operable condition.

13. All fences shall be first approved by the architectural committee.

These covenants are to run with the land and shall be binding on all parties and persons claiming under the owners herein for a period of fifty (50) years, at which time said covenants shall terminate, unless a majority of the owners of portions of the above described property shall in writing extend the same for successive periods of time.

If the parties hereto, or any of them, their heirs or assigns, or anyone claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any part of the herein described real property 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 doing so or to recover damages or other legal remunerations for such violation. The party bringing the action or suit shall be entitled to recover in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney, if the party bringing the suit is the prevailing party in such action.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of February A. D., 1971.

Signed, sealed and delivered in the presence of:

James L. Hollins
W. H. L. L. L. L.

E. A. Vinson (SEAL)
E. A. VINSON, TRUSTEE

Edward M. Vinson (SEAL)
EDWARD M. VINSON, TRUSTEE

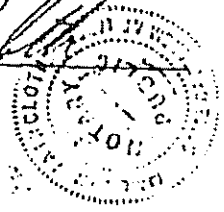
STATE OF Georgia
COUNTY OF Spalding
NOTARY PUBLIC
DATE: FEB 1 1971

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknow-

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edgments, personally appeared E. A. VINSON and EDWARD M. VINSON, TRUSTEES, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same for the purposes therein stated.

WITNESS my hand and official seal in the county and state aforesaid this 17 day of February, A.D., 1971.

Wally L. Smith
NOTARY PUBLIC


APR 6 1971

Filed No. 47408
Recorded in the records Gadsden
County, Florida and verified by
Edwin Baur, Clerk Circuit Court
Deputy
Wally L. Smith

GADSDEN COUNTY, FLORIDA
RECEIVED APR 6 1971 AT
12:06 O'CLOCK P. M. AND
RECORDED IN OR BOOK 131
PAGE 528 AND THE RECORD
VERIFIED.
EDWIN BAUR, CLERK CIRCUIT COURT
BY *Wally L. Smith*
DEPUTY CLERK

DECLARATION OF RESTRICTIONS

RIVERVIEW FARMS
UNIT #2

KNOW ALL MEN BY THESE PRESENTS: That E.A. VINSON and EDWARD M. VINSON, TRUSTEES, Vinson Living Trust, of Miss County Georgia, being the owner in fee simple of the following described property, situate, lying and being in Gadsden County, Florida, to-wit:

SEE SCHEDULE "A" ATTACHED

makes the following declaration of restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the owner and upon all persons deraigning title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and one stable for horses; except that, with the written consent of the architectural committee, who must approve the planned construction, one detached utility building may be erected upon each lot.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing as to quality of workmanship and material, external design and as to location of the building with respect to topography and finished elevation by a committee composed of Jim Burdette, the first property owner in the Unit and a third to be selected by them. A majority of the three is required for any approval. After approval in writing has been given and construction has once begun, work thereon shall be prosecuted diligently and continuously until the full completion

This Instrument Prepared By
W. TAYLOR MOORE
OF PEEPLES, SMITH AND MOORE
ATTORNEYS AT LAW
P. O. Box 1169
Tallahassee, Florida 32302

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11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All structures ~~located~~ and ~~used~~ on said lot must comply with all state and county sanitary laws, rules and regulations.

12. No vehicles shall be stored on any lot for more than thirty (30) days unless the same are in operable condition.

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13. All fences shall be first approved by the architectural committee.

These covenants are to run with the land and shall be binding on all parties and persons claiming under the owners herein for a period of fifty (50) years, at which time said covenants shall terminate, unless a majority of the owners of portions of the above described property shall in writing extend the same for successive periods of time.

If the parties hereto, or any of them, their heirs or assigns, or anyone claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any part of the herein described real property 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 doing so or to recover damages or other legal remunerations for such violation. The party bringing the action or suit shall be entitled to recover in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney, if the party bringing the suit is the prevailing party in such action.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of February, A. D., 1971.

Signed, sealed and delivered in the presence of:

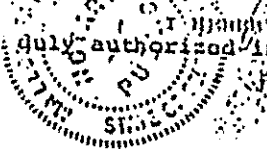
[Signature]

[Signature: E. A. Vinson] (SEAL)
E. A. VINSON, TRUSTEE

[Signature] (SEAL)
EDWARD M. VINSON, TRUSTEE

STATE OF California
COUNTY OF San Diego

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknow-



2-c

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ledgments, personally appeared E. A. VINSON and EDWARD M. VINSON, TRUSTEES, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same for the purposes therein stated.

WITNESS my hand and official seal in the county and state aforesaid this 17 day of February, A.D., 1971.

Malley Fitch
NOTARY PUBLIC



APR 6 1971

Filed No. 47403
Recorded in the records Gadsden
County, Florida and verified by
Edwin Baur, Clerk Circuit Court
Edwin Baur Deputy
Clerk

GADSDEN COUNTY, FLORIDA
RECEIVED APR 6 1971 AT
1:00 O'CLOCK P M. AND
RECORDED IN CR BOOK 131
PAGE 528 AND THE RECORD
VERIFIED.
EDWIN BAUR, CLERK CIRCUIT COURT
BY Malley Fitch
NOTARY PUBLIC

6 DEPARTMENT LINE

LEGAL DESCRIPTION RIVERVIEW FARMS UNIT No. 2

That part of the S.E. 1/4 of Sec. 36, Twp. 3 North R99 S West Goodhue County Florida 4179 East of the Little River and East of the Alapalugus Creek.

Also that part of the S.W. 1/4 of Sec 31 Twp 2 North Range 2 West described as follows,

Begin at the N.W. Cor. of the S.W. 1/4 of Sec 31 and run thence S. 89° 34' E 270.0 feet to a point thence S. 10° 54' 15" W 810.5 feet to a point thence S. 70° 45' 52" W 435.72 feet to a point thence S. 22° 0' 22" E 380.34 feet to a point thence N. 89° 29' 55" W 979.12 feet to a point thence S. 0° 3' 57" W 659.72 feet to a point thence N. 89° 47' 35" W 1319.25 feet to a point on the West line of Sec. 31, thence North 1935.0 feet to the point of Beginning.

SCHEDULE "A"

457

2:52 146 452

Wm. B. Buford

PPP
PY 190

ST. STAMP \$.10

MALCOLM NICHOLSON ET UX

TO

JAMES L. DUFFY

TRANSFER OF ROYALTY AND MINERAL INTERESTS

STATE OF FLORIDA
COUNTY OF GADSDEN

KNOW ALL MEN BY THESE PRESENTS:

That we, MALCOLM Nicholson and wife, Lou Garwood Nicholson of Quincy, Florida County, State of Florida, hereinafter called Grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of Ten and 00/100--- (\$10.00) Dollars, paid by James L. Duffy of Houston, Texas, hereinafter called Grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals except Fullers Earth and mineral rights of every kind and character in, on, or under that certain tract or parcel of land situated in the County of Gadsden State of Florida, and described as follows:

In Township 2 North, Range 1 West



The NW $\frac{1}{4}$, less ten acres evenly off East side of the NE $\frac{1}{4}$ of said NW $\frac{1}{4}$, = 150 ac.

That part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying North and West of Wyatt's Creek --- 10 "

all in Section #1;

The entire North half (N $\frac{1}{2}$); and that part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, lying North and East of
old Quincy-Chattahoochee Road, Section #2, ----- $\frac{327}{485}$ ac.

Total in Twp 2 N, R 4 W

In Township 3 North, Range 2 West:

SE $\frac{1}{4}$; W $\frac{1}{2}$ of SW $\frac{1}{4}$; and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section #30; and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of
Section #31, containing a total of, ----- 320 ac.

In Township 3 North, Range 3 West:

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section #23; NE $\frac{1}{4}$; and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section #36 ---- 240 "

All of the above, comprising a total, more or less, of 1043 ac.

This conveyance is given in lieu of, and to take the place of, that certain mineral deed executed by the undersigned, as Grantors, to James L. Duffy, Grantee, under date of Jan. 5th 1944, covering one-half interest in the oil, gas, and minerals (except Puller's Earth) under 1040 acres of our land in Gadsden County, Florida, and in which conveyance part of the land was erroneously described. This conveyance specifically does NOT convey any additional interest but is given to correct and confirm the said conveyance of Jan. 5th, 1944, the intention being that the effect of both this conveyance and the said conveyance of Jan. 5th, 1944, shall be to convey to Grantee ONLY one-half of the oil, gas, and minerals, (except Puller's Earth) and mineral rights under the above described land.

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on and under said land together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing treating and transporting such minerals and for housing and boarding employes, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from Grantor to Grantee; but, for the same consideration hereinabove mentioned, Grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto Grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said lands) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto Grantee, his heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is signed, sealed and delivered on this 10th day of January 1944.

Witnesses

Corbett Edwards

G. Scott Gregory

Malcolm Nicholson

Lou Garwood Nicholson

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF GADSDEN

I, G. Scott Gregory, Justice of Peace, 1st. Dist., Gadsden County, Florida in and for said County and State, do hereby certify that Malcolm Nicholson and Lou Garwood Nicholson, his wife, to me known and known to me to be the person described in and who executed the foregoing instrument, personally appeared before me this day and severally acknowledged that they executed the same; and the said Lou Garwood Nicholson on a private examination before me she being separate and apart from her said husband, did acknowledge that she made herself a party to said instrument for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said instrument 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 this 5th day of April, A. D. 1944.

(J. P. SEAL)

G. Scott Gregory
Justice of Peace, 1st District,
Gadsden County, Florida

STATE OF FLORIDA

COUNTY OF GADSDEN

I, F. F. Morgan, Clerk of the Circuit Court in and for said County, do hereby certify that the above and foregoing instrument was presented and filed for record in this office on the 27th day of June, A. D. 1944, and it being properly authenticated, I have duly recorded same this 27th day of June, A. D. 1944.

F. F. Morgan CLERK
BY Laura Belle Edwards D. C.
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