

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, Sinclair Wells and Flossie H. Wells, his wife, of the County of Leon, State of Florida, as covenantors and the owners in fee simple of WOODSIDE HEIGHTS, a Subdivision in Section 19, Township 1 South, Range 1 East, Leon County, Florida, according to a map or plat of said subdivision appearing of record in Plat Book 3, Page 143, of the public records of Leon County, Florida, do hereby enclose, beginning as of this date, upon the said lands hereinafter described the following covenants and restrictions to run with the land and shall be binding on all parties and all persons claiming under them until November 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 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 his or them from so doing or to recover damages or other dues or such violation.

All lots in the tract except two unnumbered business lots facing the Woodville Highway, State Road No. 363, shall be known and described as residential lots. No structure shall be erected, placed, altered or permitted to remain on any residential building plot other than one dwelling and a private garage, either attached or detached, and a laundry or a tool room or a pump house.

No dwelling costing less than \$3,500.00 shall be permitted on any lot in the tract. Ground floor area of the main structure, exclusive of one story open porch and garage shall be not less than seven hundred square feet in the case of a one story structure.

No trailer, tent, shack or other out buildings 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.

In Witness Whereof, the said covenantors have hereunto set their hands and seals, this the First Day of November, 1955.

Signed, Sealed and Delivered
in the presence of:
WITNESSES:

Elaine Duggal
Laura B. Evans

Sinclair Wells
Flossie H. Wells

STATE OF FLORIDA,

COUNTY OF LEON.

On this 1st day of November A.D. 1955, before me personally appeared Sinclair Wells and Flossie H. Wells, his wife, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned, and the said Flossie H. Wells, the wife of the said Sinclair Wells, on an examination taken and made separately and apart from her said husband, did acknowledge that she executed said deed for the purpose of renouncing and relinquishing her dower or right of dower in and to the lands, tenements and hereditaments therein described, and thereby granted and released; and that such execution of said deed and relinquishment or renunciation of dower is made by her freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

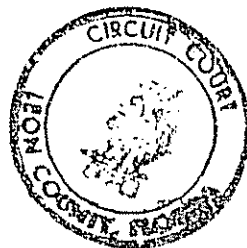
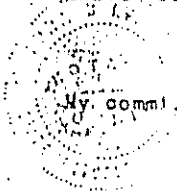
WITNESS my hand and official seal the date and year

above written.

Lura B. Evans

My commission expires:

Notary Public, State of Florida at large
 My commission expires May 21, 1958
 Licensed by the State Bar of Florida, Co. of N. Y.



60-118

FILED

Nov 2 3 25 PM '55

AT THE COURT HOUSE
 CLERK OF THE CIRCUIT COURT