

DEED 148 PAGE 385

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Louis Gibbs and Nell Gibbs, his wife, the owners in fee simple of the following described property situate, lying and being in Leon County, Florida, to-wit:

All lots and blocks in West Court, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 54, of the Public Records of Leon County, Florida,

do hereby impose upon said lands the following covenants and restrictions, which said covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the ten 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 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.

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

A. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than

TURNBULL AND PEPPER

two cars and a storage room, cool room or servant's room attached to the ground floor of the garage.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot 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 topography and finished ground elevation, by a committee composed of Louis Gibbs, or persons named by him. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design 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 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. In the event the said Louis Gibbs disposes of all his interests in the said property, then the committee above mentioned shall be designated by the owners of the majority of the lots in said subdivision. 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, 1981. Thereafter the approval described in this covenant shall not be

TURNBULL AND PEPPER, ATTORNEYS AT LAW, 1000 BRASSFIELD, TALLAHASSEE, FLORIDA

DEED 146 PAGE 387

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.

C. No building shall be located on any residential building plot nearer to any street than the building line as designated on the plat as recorded and indicated thereon by a dotted line, or 25 feet in the event no such line is indicated on the plat, nor nearer than 7 feet 6 inches to any side lot line where no building line is indicated.

D. No residential structure shall be erected or placed on any building plot, which plat has an area of less than 6500 square feet or a width of less than 45 feet at the front building line.

E. 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.

F. 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.

G. No dwelling costing less than \$4,000.00 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 be not less than 650 square feet in the case of a one-story two-bedroom house, or less than 750 square feet in the case of a one-story three-bedroom house, nor less than 550 square feet in the case of a one and one-

TURNBULL AND PEPPER, ATTORNEYS AT LAW, TALLAHASSEE, FLORIDA

half or two-story structure.

H. Nothing herein contained shall prevent a further subdivision of any building plot as designated on said plat provided that any dwelling erected or constructed on said plot be in accordance with the qualifications and specifications of these restrictions.

IN WITNESS WHEREOF, Louis Gibbs and Nell Gibbs, his wife, have hereunto set their hands and seal this 31st day of July, A. D. 1952.

Signed, sealed and delivered in the presence of:

Louis Gibbs (SEAL)
Louis Gibbs

Nell Gibbs (SEAL)
Nell Gibbs

Mary Elizabeth Glynn

STATE OF FLORIDA.
COUNTY OF LEON

I hereby certify that before me personally appeared Louis Gibbs and Nell Gibbs, his wife, to me well known, and they acknowledged before me that they executed the above and foregoing instrument for the uses and purposes therein contained.

Witness my hand and official seal this 31st day of July, 1952.

35878 FILED
RECORDED IN THE PUBLIC RECORDS OF LEON CO., FLA. IN THE BOOK AND PAGE IND.
AUG 1 3 49 PM '52
AT THE TIME AND DATE NOTED
GEO. G. CRAWFORD
CLERK OF CIRCUIT COURT

Mary Elizabeth Glynn

Notary Public, State of Florida of term ending 12/31/53
Bonds and Surety Co. of N. Y.

