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STATE OF FLORIDA,

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COUNTY OF PUTNAM.

A. W. HENRICKS, JR.  
CLERK OF THE COURT  
BY \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, We the undersigned, are the owners of the property situate in Putnam County, Florida, more particularly described as follows, to-wit:

Block 4, 5, 6, 7, 8 and all of Block 9 except Lots 16, 17, 18, 19 of Elgin Grove Addition To Elgin Grove Subdivision of part of A. R. Govan Grant, Sec 40, Township 9 South, Range 27 East, Putnam County, Florida, according to Plat recorded in Plat Book 4, page 20 of the Public Records of Putnam County, Florida.

WHEREAS, the owners of the above described property are desirous of placing additional restrictions on the use of said property for residential purposes:

THEREFORE, THESE PARTIES WITNESSETH: That the parties to this Agreement for and in consideration of the mutual covenant herein contained, and the further consideration of One Dollar (\$1.00) in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do herein and hereby covenant and agree, one with the other, for themselves, our heirs, successors, assigns and legal representatives, that as to said property above described, the following restrictions are hereby placed upon our respective holdings as come within the boundaries above described.

A. All lots in the tract shall be known and described as residential lots. 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 two cars and a servant's room or storage room attached to the ground floor of the garage.

B. 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.

by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided hereafter.

C. No dwelling shall be permitted on a lot at a cost of less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 750 square feet for a one-story dwelling nor less than 700 square feet for a dwelling of more than one-story.

D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

K. 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.

L. 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.

M. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

N. The architectural control committee is composed of W. B. Revels, Bernice Revels and F. B. Revels, Jr., all of Palatka, Florida. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

O. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

All of the above covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of 10 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 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 the above covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 15<sup>th</sup> day of May, A. D. 1957.

P. B. Revels (SEAL)  
Bernice Revels (SEAL)

Signed, sealed and delivered  
in the presence of:

Asa J. Duntson  
Corwin H. [illegible]

241-251

STATE OF FLORIDA

COUNTY OF PUTNAM

I HEREBY CERTIFY, That on this day, before an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared F. B. Revelle and Bernice Revelle as no known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, A. D., 1957.

*Geo. B. Newton*  
Notary Public,  
My Commission expires Jan. 8, 1958.

