

STATE OF FLORIDA,
COUNTY OF PUTNAM.

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:

Lots 1 to 42 inclusive, Block "B" of WESTHIGHLAND SUBDIVISION, a subdivision of Lot 1 and part of Lots 2 and 3 of Block 8 of Husson's Addition to Palatka and part of Moragne's Subdivision, all according to map thereof recorded in Map Book 3, page 202, in the office of the Clerk of the Circuit Court 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 PRESENTS 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 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 Wm. H. Husson, Mary E. Husson and Walter W. Tilghman, or by a representative designated by a majority of the members of said committee. 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. 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 1968. Thereafter the approval described in this Covenant shall not be 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 nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9000 square feet or a width of less than 65 feet at the front building setback 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 \$7,000.00 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half or two story structure.

H. An easement is reserved over the rear 3 feet of each lot for utility installation and maintenances.

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, 1982, 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 29th day of April, A. D. 1953.

Signed, sealed and delivered in the presence of:

James H. McCall

Ruth W. McCall
As to William M. Husson and Mary E. Husson

Walter P. Farmer

William M. Husson
As to Fant E. Farmer and Claribel Farmer

Harry D. Osburn

Hazel R. Pounder
As to J. Emmett Brown and Antoinette T. Brown

Linda Parish

Louise Thompson
As to Charlie Edward Alford and Barbara Ann Alford

William M. Husson (SEAL)

Mary E. Husson (SEAL)

Fant E. Farmer (SEAL)

Claribel Farmer (SEAL)

J. Emmett Brown (SEAL)

Antoinette T. Brown (SEAL)

Charlie Edward Alford (SEAL)

Barbara Ann Alford (SEAL)