

This Instrument Was Prepared By:
JOHN H. McCORMICK
Attorney at Law
Jasper, Florida

DECLARATION OF RESTRICTIONS

8003
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KNOW ALL MEN BY THESE PRESENTS, that the undersigned
W. M. MARABLE and his wife, EDNA E. MARABLE, both of Jasper,
Hamilton County, Florida, being the owners of North Side
Estates Subdivision, a subdivision located in Hamilton County,
Florida, plat thereof being recorded in Plat Book 2, page 25,
of the public records of Hamilton County, Florida, less and
except the following:

(a) Lot Twelve (12) of said subdivision,
(b) Lot Thirteen (13) of said subdivision,
(c) Lot One (1) of said subdivision,
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 undersigned and upon all
persons deraining title through the undersigned. These res-
trictions, during their lifetime, shall be for the benefit of
and limitation upon all present and future owners of the real
property.

1. No lot shall be used except for residential purposes.
No building shall be erected, altered, placed or permitted to
remain on any lot (meaning one entire lot as shown on the re-
corded plat) other than one single-family dwelling not to exceed
two stories in height and a private garage for not more than
three cars.

2. No dwelling shall be permitted on any lot at a cost
of less than \$10,000.00 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 for the minimum
permitted dwelling size. The ground floor area of the main struct-
ure, exclusive of one-story open porches and garages, shall be not
less than 700 square feet.

3. No dwelling shall be erected nearer than 15 feet to the front lot line. No dwelling shall be erected nearer than 15 feet to any interior lot line.

4. Only one dwelling may be constructed on any one entire lot shown on the recorded plat.

5. No structure of a temporary character, trailer, house trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, and not more than two (2) cats, or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

9. 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.

10. No fence, wall, hedge or shrub planting that obstructs sight lines at the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 15 feet from the intersection of the street lines, or, in the case of a rounded property lines extended. The same sight line limitations of a

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a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. 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.

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, we have set our hands and seals, this
28th day of September, 1971.

Signed, Sealed and Delivered
in the presence of:

John H. McComick
Paul Morgan

W. M. Marable (SEAL)
W. M. Marable

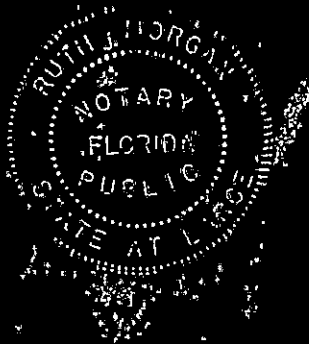
Edna E. Marable (SEAL)
Edna E. Marable

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STATE OF FLORIDA
COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared W. M. Marable and his wife, Edna E. Marable, to me know to be the persons described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of September, 1971.



Ruth L. Morgan

Notary Public, State of Florida at Large
My Commission Expires Nov. 5, 1973
Bonded By American Fire & Casualty Co.

FILED FOR RECORD AND RECORDED IN OFFICIAL RECORD

BOOK 93 PAGE 388 PUBLIC RECORDS, HAMILTON

COUNTY, FLORIDA, THIS 28th DAY OF Oct. A.D. 1971

AT 9:40 O'CLOCK A.M.

J. R. MILLER - CLERK

BY *Emilia Smith* DC