

RESTRICTIONS FOR PARQUE AVILES,

It is mutually agreed that these presents are made subject to the following express conditions, restrictions and limitations:

1. No residence shall be erected or constructed in said subdivision unless the same shall cost at least \$5000.00; said amount to be actually expended in the construction of such residences and not for fees in connection therewith or for the construction of any other building thereon.

2. No residence shall be erected or constructed in said subdivision except on a building site having a frontage of 75 feet, or more, and not more than one residence shall be erected upon one such building site, the term building site as used in this instrument being considered to mean a lot shown on plat of Parque Aviles, to be filed in Court House of St. Johns County, Florida; it being the intention of the parties that all of said residences be erected to comply with the frontage as designated on the plat of said subdivision.

3. No portion of a building shall be constructed fronting within a distance of less than 20 feet from the inside sidewalk line, it being understood that portion of building includes all parts of the building except front steps.

4. Every residence in Parque Aviles must be of Spanish Architecture, the plans for same to be submitted to H. B. Bonfield, whose approval of said plans must be secured before building operations can be started.

5. No garage or other out-building shall be used for residential purposes until the main residence shall have been completed.

6. An easement is, and shall be, reserved to use a strip of land 5 feet wide off the rear end of each lot, as originally platted, for the purpose of installing and maintaining electric light lines, telephone lines, water and gas pipes.

7. No swine or cattle shall be kept, raised or maintained in said Parque Aviles but horses and poultry may be kept for the private use of the owners if properly confined and not allowed to become a public nuisance.

8. No part of said subdivision shall be sold, leased or rented in any form, directly or indirectly, to any person not of the Caucasian race.

Articles of Agreement, Made this 16th day of May

in the year of our Lord, one thousand nine hundred and Twenty-five

BETWEEN H. B. Bonfield, Unmarried

Mary Edwards Clark part Y of the first part, and

part Y of the second part,

Witnesseth, That if the said part Y of the second part shall first make the payments and perform the covenants hereinafter mentioned on her part to be made and performed, the said part Y of the first part hereby covenant and agree to convey and assure to the said part Y of the second part, her heirs, executors, administrators or assigns, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot, piece or parcel of ground, situated in the County of St. Johns, State of Florida, known and described as follows, to-wit: Lot 9 of Block A of the Parque Aviles Subdivision, according to plat of same on file in the office of the Clerk of the Circuit Court for St. Johns County, Florida.

and the said part Y of the second part hereby covenant and agree to pay to the said part Y of the first part the sum of One Thousand (\$1000.00) Dollars, in the manner following Two Hundred Fifty Dollars (\$250.00) Cash, and the balance in 30 equal monthly installments of Twenty-five Dollars (\$25.00) each, the first installment being due and payable June 16th, 1925, and monthly thereafter. It is agreed that the price of said lot includes paved streets, electric light and water lines to the property at no additional cost to the party of the second part.

with interest at the rate of 6 per centum per annum, payable quarterly annually on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1924

and to keep the buildings upon said premises insured in some company satisfactory to the part of the first part, in a sum not less than Dollars

during the term of this agreement. And in case of failure of the said part Y of the second part to make either of the payments or any part thereof, or to perform any of the covenants on her part hereby made and entered into, this contract shall, at the option of the part Y of the first part, be forfeited and terminated, and the part Y of the second part shall forfeit all payments made by her on this contract; and such payments shall be retained by the said part Y of the first part in full satisfaction and liquidation of all damages by him sustained, and said part Y of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. It is agreed deed shall contain restrictions against sale to others than of the Caucasian race minimum building costs, etc., as per list of Restrictions attached hereto and acknowledged part of this contract.

It is Mutually Agreed, by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties. in duplicate

In Witness Whereof, The parties to these presents have hereunto set their hands and seals/ the day and year first above written.

Signed, Sealed and Delivered in Presence of:

J. Mangum
Geo. H. Purkshaw
J. Mangum
Geo. H. Purkshaw

H. B. Bonfield (Seal)
Mary Edwards Clark (Seal)

