

Entry No. _____

RESTRICTIVE COVENANTS

DATED: None shown

RECORDED: September 5, 1972

OFFICIAL RECORDS BOOK 542

PAGE 734

KNOW ALL MEN BY THESE PRESENTS, That we, MILLARD J. NOBLIN and BARBARA P. NOBLIN, his wife, CARL E. FERRELL and CATHERINE S. FERRELL, his wife, and ADA BELLE WINTHROP, GRADY W. HARTLEY and W. J. OVEN, JR., as Trustees under the Last Will and Testament of Guy L. Winthrop, deceased, as Covenantors, being the owners in fee simple of those certain parcels of land in Leon County, Florida, more particularly described as follows, to-wit:

Betton Hills Unit 10, a subdivision in Leon County, Florida as per map or plat thereof recorded in Plat Book 7 at page 4 of the Public Records of Leon County, Florida, and the following lots adjacent to Betton Hills Unit 10:

Commence at the Northwest corner of Section 20, Township 1 North, Range 1 East, LEON COUNTY, FLORIDA, and run thence South along the West line of said Section 20, for a distance of 64.7 feet to a point; thence run South 71 degrees 09 minutes East, 762.61 feet to a point; thence run South 18 degrees 51 minutes West 240.0 feet to a point on the Southerly boundary of Winthrop Road; thence South 71 degrees 09 minutes East along the Southerly boundary of Winthrop Road 360.0 feet to the Westerly boundary of Cline Road; thence South 19 degrees 29 minutes 15 seconds West along said boundary of Cline Road, 300.0 feet; thence South 23 degrees 40 minutes 15 seconds West along said boundary of Cline Road, 170.30 feet; thence North 62 degrees 28 minutes 45 seconds West, 6.0 feet; thence South 28 degrees 52 minutes 15 seconds West along said boundary of Cline Road, 469.88 feet; thence continue South 23 degrees 52 minutes 15 seconds West along said boundary of Cline Road, 15.0 feet to a point which is the Point of Beginning. From said Point of Beginning continue
thence South 23 degrees 52 minutes 15 seconds West along said boundary of Cline Road, 155.68 feet;
thence North 60 degrees 37 minutes 45 seconds West, 180.0 feet;

thence South 71 degrees 09 minutes East, 140.0 feet;
thence run South 18 degrees 51 minutes West, 180.0 feet to
a point on the Northerly boundary of Winthrop Road;
thence run North 71 degrees 09 minutes West along said boundary
of said road, 140.0 feet;
thence run North 18 degrees 51 minutes East, 180.0 feet to the
Point of Beginning,
containing 0.58 acres, more or less.

Commence at the Northwest corner of Section 20, Township 1 North,
Range 1 East, in Leon County, Florida, and run thence South along the
West line of said Section 20 for a distance of 64.70 feet to a point,
thence run South 71 degrees 09 minutes East 946.08 feet to an iron
pipe marking the Point of Beginning, from said Point of Beginning
continue

thence South 71 degrees 09 minutes East 218.23 feet to a concrete
monument;
thence run South 34 degrees 09 minutes East 5.87 feet to a point
on the Northwesterly Right-of-way boundary of Cline Street,
said point being in a curve,
thence run Southwesterly along a curve concave to the East, with
a radius of 211.23 feet, for an arc distance of 154.38
feet to a point of tangency,
thence run South 19 degrees 44 minutes West 32.92 feet to a point,
said point being in a curve,
thence run Southwesterly along a curve concave to the North,
with a radius of 14.77 feet, for an arc distance of 23.69
feet to a point of tangency on the Northerly right-of-way
boundary of Winthrop Road,
thence run North 71 degrees 09 minutes West along said Right-of-way
boundary 162.20 feet,
thence run North 18 degrees 51 minutes East 180.0 feet to the
Point of Beginning,
containing 0.79 acres more or less.

do hereby impose upon the said lands described above and upon each and
every part of said lands so included, the following covenants and
restrictions to run with the land and which shall be binding on and upon
all parties and all persons claiming by, through, or under us or any
of us for a term of fifty years from the date of execution of the
covenants, after which time said covenants shall be automatically

thence North 31 degrees 36 minutes 11 seconds East 169.80 feet to a point on the Southerly boundary of Ellicott Drive;
thence South 60 degrees 57 minutes 45 seconds East along said boundary of Ellicott Drive, 156.90 feet to a point of curve;
thence in a Southeasterly and Southerly direction along a curve to the right having a central angle of 39 degrees 50 minutes and a radius of 15.04 feet, an arc distance of 23.59 feet to the Point of Beginning,
containing 0.69 acres, more or less.

Commence at the Northwest corner of Section 20, Township 1 North, Range 1 East, LEON COUNTY, FLORIDA, and run thence South along the West line of said Section 20, for a distance of 64.7 feet to a point;
thence run South 71 degrees 09 minutes East 762.61 feet to a point;
thence run South 18 degrees 51 minutes West 240.0 feet to a point on the Southerly boundary of Winthrop Road; thence South 71 degrees 09 minutes East along the Southerly boundary of Winthrop Road, 190.0 feet to a point which is the Point of Beginning. From said Point of Beginning, continue

thence South 71 degrees 09 minutes East along the Southerly boundary of Winthrop Road, 155.0 feet to a point of curve;
thence run in a Southeasterly and Southerly direction along a curve to the right having a central angle of 90 degrees 38 minutes 15 seconds and a radius of 14.93 feet, an arc distance of 23.46 feet to a point of tangency on the Westerly boundary of Cline Road;
thence run South 19 degrees 29 minutes 15 seconds West along the Westerly boundary of Cline Road, 165.0 feet;
thence North 67 degrees 50 minutes 33 seconds West, 177.04 feet;
thence North 21 degrees 48 minutes East, 170.0 feet to the Point of Beginning,
containing 0.70 acres, more or less.

Commence at the Northwest corner of Section 20, Township 1 North, Range 1 East, LEON COUNTY, FLORIDA, and run thence South, along the West line of said Section 20, for a distance of 64.7 feet to a point;
thence run South 71 degrees 09 minutes East 806.08 feet to a point which is the Point of Beginning. From said Point of Beginning continue

ARTICLE XVIII

WINDOW AIR-CONDITIONING UNITS

Unless the prior approval of the Architectural Control Committee has been obtained, no window air-conditioning units shall be installed in any side of the building which faces a street.

ARTICLE XIX

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

Each of us reserve the right to include in any contract, deed, or other instrument hereinafter made, any additional covenants and restrictions applicable to his portion of said land which do not lower standards of the covenants and restrictions herein contained.

None of us shall be obligated to take any action to enforce these restrictions but any person or persons owning any portion of the property hereinabove described shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein contained, as hereinabove provided.

SIGNED:

Millard J. Noblin (SEAL)
Barbara P. Noblin (SEAL)
Carl E. Ferrell (SEAL)
Catherine S. Ferrell (SEAL)
Ada Belle Winthrop (SEAL)
as Trustee U/W Guy L. Winthrop,
Deceased
Grady W. Hartley (SEAL)
as Trustee U/W Guy L. Winthrop,
Deceased
W. J. Oven, Jr. (SEAL)
As Trustee U/W Guy L. Winthrop,
Deceased

in the presence of two witnesses for each signature, except Barbara P. Noblin, who has only one witness.

ACKNOWLEDGED by Millard J. Noblin, Barbara P. Noblin, Carl E. Ferrell and Catherine S. Ferrell on September 1, 1972 in Leon County, Florida, before Lalcah W. King, Notary Public, State of Florida at Large, Commission expires April 12, 1974. (N.P.SEAL)

ACKNOWLEDGED August 25, 1972 by Ada Belle Winthrop and Grady W. Hartley, in Leon County, Florida, before Jo Ann Johnson, Notary Public, State of Florida at Large, Commission expires January 23, 1976. (N. P. SEAL)

ACKNOWLEDGED August 30, 1972 by W. J. Oven, Jr., in Leon County, Florida, before Jo Ann Johnson, Notary Public, State of Florida at Large, Commission expires January 23, 1976. (N. P. SEAL)

INSTRUMENT PREPARED BY:
W. Ralph Durrance, Jr.
Rhodes & Stephens
Post Office Box 1140
Tallahassee, Florida

extended for successive period of ten years unless an instrument signed by the then Owners of a majority of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

If the parties hereto, or any of us, our heirs or assigns, or any persons claiming, or to claim by, through, or under us, or any of us, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any part of said premises 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 of these covenants by judgment, Court order, or otherwise, shall in no wise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

The covenants and restriction hereby imposed upon the lands in said subdivision are as follows:

ARTICLE I

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national

emergencies or natural calamities.

ARTICLE II

DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one story porches and garages, for Blocks MM and PP, together with Lots 23 and 24 of Block AA and Lots 1 and 9 of Block NN, shall be not less than 2,200 square feet. The ground floor area of all other lots shall be not less than 1,800 square feet.

In the event a structure contains more than one story, the ground floor must contain not less than 1,200 square feet and must be completely finished as living area, and at least 500 square feet of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

ARTICLE III

BUILDING LOCATION

(a) 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 40 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line and no driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to the property line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line.

(c) For the purpose of this covenant, eaves and steps shall not be considered as 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.

ARTICLE IV

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE V

NUISANCES

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

ARTICLE VI

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently, except those approved by the Architectural Control Committee.

ARTICLE VII

SIGNS

No sign of any kind shall be displayed to the public view of any lot except 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.

ARTICLE VIII

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose. This article shall not prohibit the installation of oil or gas tanks for residential use, the size and location of which have been approved by the Architectural Control Committee.

ARTICLE IX

LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE X

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XI

WATER SUPPLY

No individual water supply system shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

ARTICLE XII

FENCES AND PROTECTIVE SCREENING

All fences on the front of any lot shall be approved by the Architectural Control Committee.

Protective screening areas are or shall be established as shown on the recorded plat. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE XIII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above 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 points 25 feet from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of 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.

ARTICLE XIV

ARCHITECTURAL CONTROL COMMITTEE

Membership, The Architectural Control Committee is composed of Millard J. Noblin, Carl Ferrell, and Mrs. Guy Winthrop. 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.

Procedure. 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 as 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.

ARTICLE XV

DRIVEWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee.

ARTICLE XVI

GARAGE AND CARPORT ENTRANCES

All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the property. Carports shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof.

ARTICLE XVII

EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be at least two-thirds brick or stone masonry, unless specifically waived in writing by the Architectural Control Committee. Concrete blocks are not to be considered brick or stone masonry, unless specifically waived by the Architectural Control Committee.

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