

REC: 537 FILE: 403

RESTRICTIVE COVENANTS

OF

BETTON HILLS SUBDIVISION, 12th ADDITION

KNOW ALL MEN BY THESE PRESENTS: That Eastwood Development Corporation, a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, the owner and fee simple of the following described real estate:

BETTON HILLS SUBDIVISION, 12th ADDITION, according to map or plat thereof appearing of record in Plat Book 7, Page 1 of the public records of Leon County, Florida.

does hereby impose upon the lands hereinabove described the following covenants and restrictions to run with the land and which shall be binding on grantor and all persons claiming by, through or under said grantor, until the 1st day of January, A. D., 2010, at which time said covenants shall be automatically extended for successive ten year periods unless a majority of the then owners of the lots shall agree to change them in whole or in part.

If grantor, or any person claiming by, through or under grantor, or their heirs or assigns, or any other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants and provisions contained herein which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and a laundry or tool room attached to a garage on the ground floor.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of the President, Secretary and Treasurer of the Grantor, and such other persons as they, or the survivors of them, may add to said committee, 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 elect successors and 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 thirty (30) days after said plans and specifications have submitted to it, or, in any event if no suit to enjoin the erection of such building or the making of such alteration 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 its designated representative shall cease on and after January 1st, 2010. 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 the front lot line or nearer the side street line than forty (40) feet or further from the front lot line or side street line than sixty (60) feet. No building except a detached garage or other outbuilding located eighty (80) feet or more, from the front lot line, shall be located nearer than twelve (12) feet to any side.

D. No residential structure shall be erected, placed, or maintained on any plot unless the same contains at least one entire lot according to the said plat of Bolton Hills Subdivision, 12th Addition.

E. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or kept 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.

C. The ground floor area of the main building, exclusive of one-story open porches and garages, shall be not less than eighteen hundred (1800) square feet in the case of a one-story structure nor less than fourteen hundred (1400) square feet on the ground floor in the case of a one and one-half story structure, nor less than twelve hundred (1200) square feet on ground floor in the case of a two-story structure.

IN WITNESS WHEREOF, the said Eastwood Development Corporation has caused these presents to be executed and signed in its name by its president and its corporate seal to be affixed this 1st day of August, A. D., 1972.



EASTWOOD DEVELOPMENT CORPORATION

By Leo Crutchfield
Leo Crutchfield
As president


STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared LEO CRUTCHFIELD, to me known to be the person described as President of EASTWOOD DEVELOPMENT CORPORATION, who executed the foregoing Restrictive Covenants of Botton Hills Subdivision, 12th Addition, and acknowledged before me that that person executed same in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing Restrictive Covenants is the act and Restrictive Covenants of that corporation.

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WITNESS my hand and official seal in the county and state named
 above this 1st day of August, A.D., 1972.



[Handwritten Signature]
 Notary Public
 My Commission Expires
 Notary Public, state of Florida at Large
 My Commission Expires Sept. 15, 1975.

RECORDED IN THE PUBLIC
 RECORDS OF THE COUNTY OF
 ALBANY, NEW YORK
 AUG 1 2 1972
 ALBANY COUNTY CLERK

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