

IN RE: BETTON PLACE, UNIT 2

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that L. W. Lord, Inc., a Florida corporation, as covenantor and owner in fee simple of Betton Place, Unit 2, according to map or plat thereof appearing of record in Plat Book 5 at page 25, do hereby impose upon the said lands included in said map or plat of subdivision the following covenants and restrictions to run with the land and which shall be binding on and upon all parties and all persons claiming, through or under it, until the first day of January, A. D. 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change said covenants in whole or in part, in any such vote the then property holders to be entitled to one vote for each lot or major portion thereof.

If the covenantor, its successors or assigns, or any person claiming or to claim by, through or under them, 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 on said 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 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.

This instrument prepared by
CARL R. PENNINGTON of
ERVIN, PENNINGTON, VARN & JACOBS
 Attorneys at Law
 305 S. Gadsden Street
 Tallahassee, Florida 32302

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ERVIN, PENNINGTON, VARN & JACOBS — TALLAHASSEE, FLORIDA

The covenants and restrictions hereby imposed upon the land in said subdivision are as follows, to wit:

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 the 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 structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of L. W. Lord and two other individuals designated by him, and such other persons as they, or the survivors of them, may add to said committee, or by a representative designated by the 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 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 1st, 1990. 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 80 feet or more, from the front lot line, shall be located nearer than 12 feet to any side line.

D. No residential structure shall be erected or placed or maintained on any building plot, which plot has an area of less than 12,500 square feet, or a width of less than 30 feet at the front building set back line. 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 Betton Place Subdivision, Unit 2.

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.

G. The ground floor area of the main structure exclusive

of one-story open porches and garages, shall be not less than 1250 square feet in the case of a one-story structure, nor less than 850 square feet in the case of a one and one-half story structure.

IN WITNESS WHEREOF, the said covenantor has hereunto set its hand and seal this 20th day of May, A.D. 1968.



L. W. LORD, INC.

By: [Signature]
L. W. LORD, President

WITNESSES:

[Signature]
[Signature]

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 L. W. LORD, to me known to be the person described as President of L. W. LORD, INC., in and who executed the foregoing instrument, and acknowledged before me that he executed the same in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer he is duly authorized to execute the same by that corporation; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the state and county named above this 20th day of May, A.D. 1968.

[Signature]
NOTARY PUBLIC
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 8, 1972
Bonded by American Fidelity & Surety Co.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE NO.

1968 MAY 20 PM 2:49

AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF THE CIRCUIT COURT

