

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That COMMUNITY REALTY GROUP, INC., a Florida corporation, being the owner in fee simple of those certain parcels of land in Leon County, Florida, more particularly described as follows, to-wit:

BETTON WOODS UNIT NO. 1

Commence at a concrete monument marking the Northeast corner of Section 20, Township 1 North, Range 1 East, Leon County, Florida, and run North 89 degrees 22 minutes 09 seconds West along the section line a distance of 1327.42 feet to a concrete monument marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 20, (also being the Southeast corner of the Twelfth Addition to Betton Hill, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 1 of the Public Records of Leon County, Florida) said corner being the point of beginning. From said point of beginning run South 08 degrees 01 minutes 28 seconds east 294.53 feet run thence South 66 degrees 36 minutes West 134.60 feet to a point of curve to the right, run thence along said curve with a radius of 30.00 feet through a central angle of 96 degrees 37 minutes 03 seconds for an arc distance of 33.68 feet to a point of compound curve on the easterly right of way of Woodgate Way run thence along said easterly right of way and said curve with a radius of 1116.28 feet through a central angle of 16 degrees 56 minutes 58 seconds for an arc distance of 330.22 feet to a point on the north boundary of said Section 20 (said point also lying on the south boundary of said Twelfth Addition to Betton Hill) run thence North 89 degrees 46 minutes 40 seconds East along said North boundary of Section 20, and along said South boundary of the Twelfth Addition to Betton Hill a distance of 170.60 feet to the point of beginning, containing 1.32 acres more or less.

ALSO:

Commence at the Northeast corner of Section 20, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 89 degrees 22 minutes 09 seconds West along the section line a distance of 1327.42 feet to a concrete monument marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 20, (also being the Southeast corner of the Twelfth Addition to Betton Hill, a subdivision as per map or plat thereof, recorded in Plat Book 7, Page 1, of the Public Records of Leon County, Florida), run thence South 89 degrees 46 minutes 40 seconds West along the Section line and along the Southerly boundary of said Twelfth Addition to Betton Hill a distance of 230.60 feet to the Point of Beginning, From said point of beginning continue South 89 degrees 46 minutes 40 seconds West along said section line and along said southerly boundary of the Twelfth Addition to Betton Hill a distance 498.04 feet to a concrete monument, run thence South 28 degrees 37 minutes 38 seconds West along said Southerly boundary of said Twelfth Addition to Betton Hill a distance of 258.40 feet to a concrete monument on the easterly boundary of the Ninth Addition

404668
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE INC.

SEP 26 11 45 AM 1977

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

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to Betton Hills, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 94 of the Public Records of Leon County, Florida, run thence South 43 degrees 54 minutes East along said Easterly boundary a distance of 474.59 feet to a concrete monument, run thence South 19 degrees 05 minutes 27 seconds East along said Easterly boundary a distance of 289.76 feet to a concrete monument, run thence South 00 degrees 09 minutes 37 seconds West along said Easterly boundary a distance of 373.91 feet to a concrete monument, run thence South 34 degrees 45 minutes 56 seconds East along said Easterly boundary a distance of 118.25 feet to the Northwesterly right of way boundary of Armistead Road, run thence North 52 degrees 27 minutes 57 seconds East along said Northwesterly right of way boundary a distance of 62.47 feet, run thence North 56 degrees 54 minutes 49 seconds East along said Northwesterly right of way boundary a distance of 100.00 feet, run thence North 52 degrees 27 minutes 57 seconds East along said northwesterly right of way boundary a distance of 278.01 feet to a point lying on a curve concave to the North, thence leaving said northwesterly right of way boundary, with a tangent bearing of South 53 degrees 27 minutes 57 seconds West run Southwesterly and Northwesterly along said curve with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance 47.12 feet, run thence North 37 degrees 32 minutes 03 seconds West 137.00 feet to a point of curve to the right, run thence along said curve with a radius of 441.84 feet through a central angle of 19 degrees 14 minutes 45 seconds for an arc distance of 148.42 feet, run thence North 18 degrees 17 minutes 18 seconds West 105.20 feet to a point of curve to the left, run thence along said curve with a radius of 1181.61 feet through a central angle of 11 degrees 51 minutes 09 seconds for an arc distance of 244.43 feet, run thence North 75 degrees 03 minutes 17 seconds East 194.85 feet to a point on the Westerly right of way boundary of Woodgate Way said point lying on a curve concave to the Easterly, thence with a tangent bearing of North 21 degrees 36 minutes 31 seconds West, run along said westerly right of way boundary, a said curve with a radius of 1176.28 feet through a central angle of 21 degrees 45 minutes 21 seconds for an arc distance of 446.65 feet to the point of beginning, containing 10.98 acres more or less.

does 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 it for a term of fifty years from the date of execution of the covenants, after which time said covenants shall be automatically extended for successive periods 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 party hereto, its successors or assigns, or any persons claiming, or to claim by, through, or under it, 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.

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BETTON WOODS UNIT NO. I
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ARTICLE II

DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one story porches and garages shall be not less than 1800 square feet.

In the event a structure contains more than one store, 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 on 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 dwelling shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 25 feet to any side street line.

(b) No dwelling shall be located nearer than 10 feet to an interior lot line nor nearer than 25 feet to any existing dwelling 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 dwelling, provided however, that this shall not be construed to permit any portion of a dwelling 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 plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or inter-

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ferre 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 at 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 on 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

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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.

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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 roadway 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, and Paul T. Eubanks. 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 member 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 covenants.

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 its, or in any event, if no suit to enjoin the construction 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.

Waiver. The Architectural Control Committee shall have the power and authority to waive such violations of building lines and lot restrictions as it in its sole discretion deems reasonable and proper.

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ARTICLE XI

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 except where a lot is under 120 feet in width, in which event a garage may face the front property line provided it has a garage door. 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.

ARTICLE XVII

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.

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We shall not 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.

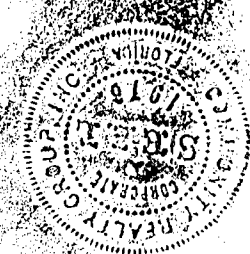
Signed, sealed and delivered in the presence of:

Francis P. Raesch
Jean Raesch

COMMUNITY REALTY GROUP, INC.

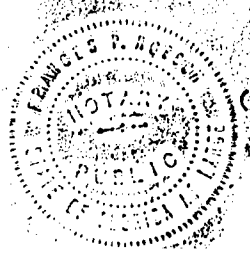
By: Millard J. Noblin
Millard J. Noblin, President

(CORPORATE SEAL)



STATE OF FLORIDA)
: ss.
COUNTY OF LEON)

The foregoing Restrictive Covenants were acknowledged before me by MILLARD J. NOBLIN, as President of COMMUNITY REALTY GROUP, INC., on behalf of the corporation, this 26th day of September 1977.



(S E A L)

Francis P. Raesch
NOTARY PUBLIC

My Commission Expires: 10-31-79
Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1979
Insured by American Fire & Casualty Co.