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CLERK OF CIRCUIT COURT

STATE OF FLORIDA )  
COUNTY OF LEON )

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 17th day of March, A. D. 1980, by PAUL T. EUBANKS and MILLARD J. NOBLIN, of Tallahassee, Leon County, Florida,

W I T N E S S E T H :

WHEREAS, PAUL T. EUBANKS and MILLARD J. NOBLIN are the owners of the subdivision known as BETTON WOODS, UNIT 2, being a subdivision land situate, lying and being in Leon County, Florida, described as Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, it is to the interest, benefit and advantage of PAUL T. EUBANKS and MILLARD J. NOBLIN, and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of same shall be established, set forth, and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by PAUL T. EUBANKS and MILLARD J. NOBLIN and each and every subsequent owner of any of the lots in said subdivision, PAUL T. EUBANKS and MILLARD J. NOBLIN do hereby set up, establish, promulgate, and declare the following restrictions to apply to all of the lots and to all persons owning said lots, or any of them, hereafter. These restrictions shall become effective immediately and run with the land, and shall be binding upon all persons deraining title through PAUL T. EUBANKS and MILLARD J. NOBLIN during the lifetime of these restrictions.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected,

*Harne, Rhodes, Jaffry, Harne & Carruth*

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. Such dwelling may have a carport or garage for not more than two cars. An approved utility shed may be placed on a residential lot.

2. ARCHITECTURAL CONTROL. No building or utility shed shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without being similarly approved. Approval shall be as provided in Item Number 14 below.

3. DWELLING SIZE. No building shall be permitted on any lot with an area of less than one thousand, four hundred (1,400) square feet, exclusive of porches and garages. No building of more than one story shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall contain at least nine hundred (900) square feet.

4. Unless specified otherwise in the plat of BETTON WOODS, UNIT 2, prepared by Broward Davis & Associates, Inc., dated January 29, 1980, the following setbacks will be required:

- (a) No building shall be located on any lot nearer than forty (40) feet to the front lot line;
- (b) No building shall be located on any lot nearer than ten (10) feet to any interior side lot line; and no combination of such setbacks between buildings shall be less than twenty (20) feet;
- (c) No building shall be located on any lot nearer than forty (40) feet to the rear lot line;

- (d) No building shall be located on any corner lot nearer than fifteen (15) feet to the side lot line that is adjacent to a street.

For the purpose of this covenant, eaves 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.

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

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforementioned plat.

7. 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 a nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, no shed, shack, tent, trailer, barn, or other out-building shall be erected, constructed, permitted, or maintained on any lot at any time; provided, however, this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any approved structure, nor the use of adequate sanitary toilet facilities for workmen, which shall be provided for workmen during such construction.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and one sign of not more than six square feet advertising the property during construction and sales period.

10. 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, maintained, or permitted upon any lot.

11. 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 bred, kept, or maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. 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 twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (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. No fence shall be erected nearer the front lot line than the front of the dwelling situated thereon.

14. ARCHITECTURAL CONTROL COMMITTEE.

(a) Membership. The Architectural Control

Committee is composed of Paul T. Eubanks and Millard J. Noblin. The Committee may designate a representative to act for it. In the event of the death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time, Paul T. Eubanks and Millard J. Noblin shall have the power, through a duly recorded written instrument, to change the membership of the Committee, to withdraw from the Committee, or to restore to it any of its powers or duties.

(b) 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 thirty (30) days after the plans and specifications have been submitted to it, 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.

15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

17. SEVERABILITY. Invalidation of any one of these



Begin at a concrete monument marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 20, Township 1 North, Range 1 East, Leon County, Florida (said point also being the Northeast corner of Lot 1, Block "B" of Betton Woods Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 8, page 10, of the Public Records of Leon County, Florida, said point also being the Southeast corner of Lot 6, Block "SS" 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). From said Point of Beginning run North 00 degrees 10 minutes 53 seconds East along the East boundary of said Twelfth Addition to Betton Hill a distance of 740.32 feet to a concrete monument marking the Southeast corner of Lot 10, Block "E" of Woodgate, a subdivision as per map or plat thereof recorded in Plat Book 6, page 17 of the Public Records of Leon County, Florida, run thence North 00 degrees 08 minutes 54 seconds East along the East boundary of said Woodgate a distance of 581.36 feet to a concrete monument, thence leaving said East boundary of Woodgate run South 89 degrees 20 minutes 24 seconds East 434.22 feet, run thence South 11 degrees 52 minutes 44 seconds East 122.41 feet, run thence South 68 degrees 28 minutes 02 seconds East 132.75 feet, run thence South 40 degrees 50 minutes 20 seconds East 239.20 feet, run thence South 23 degrees 50 minutes 20 seconds East 203.90 feet, run thence South 29 degrees 27 minutes 26 seconds East 135.44 feet, run thence South 04 degrees 51 minutes 38 seconds East 142.54 feet, run thence South 17 degrees 14 minutes 52 seconds West 137.57 feet, run thence South 13 degrees 44 minutes 46 seconds West 162.71 feet, run thence South 42 degrees 35 minutes 58 seconds West 115.13 feet, run thence South 49 degrees 25 minutes 10 seconds West 117.77 feet, run thence South 26 degrees 02 minutes 34 seconds West 81.21 feet to the North boundary of said Section 20 (also being the South boundary of Section 17, Township 1 North, Range 1 East, Leon County, Florida), run thence North 89 degrees 22 minutes 09 seconds West along said section line a distance of 402.61 feet, thence leaving said section line run South 00 degrees 53 minutes 26 seconds East 94.85 feet to a point of curve to the right, run thence along said curve with a radius of 260.00 feet, through a central angle of 67 degrees 29 minutes 26 seconds, for an arc distance of 306.26 feet, run thence South 66 degrees 36 minutes 00 seconds West 158.51 feet to a point of curve to the left, run thence along said curve with a radius of 30.00 feet, through a central angle of 89 degrees 43 minutes 35 seconds, for an arc distance of 46.98 feet to a point on the Easterly right of way of Woodgate Way, said point lying on a curve concave to the North-easterly, thence with a tangent bearing of North 23 degrees 07 minutes 35 seconds West run Northwesterly along said right of way curve with a radius of 1116.28 feet, through a central angle of 06 degrees 20 minutes 38 seconds for an arc distance of 123.60 feet to a point on a curve concave to the Northeasterly, thence leaving said Easterly boundary of Woodgate Way with a tangent bearing of South 16 degrees 46 minutes 57 seconds East run South-easterly and Northeasterly 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 50.59 feet, run thence North 66 degrees 36 minutes 00 seconds East 151.28 feet to a point of curve to the left, run thence along said curve with a radius of 200.00 feet, through a central angle of 67 degrees 29 minutes 26 seconds, for an arc distance of 235.59 feet, run thence North 00 degrees 53 minutes 26 seconds West 96.44 feet to said North boundary of Section 20, run thence North 89 degrees 22 minutes 09 seconds West along said North boundary a distance of 175.48 feet to the Point of Beginning; containing 23.70 acres, more or less.