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CLERK OF CIRCUIT COURT
Apr 10 3 43 PM 1981

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RECORDS OF LEON CO. FLA.
IN THE BOOK 75 PAGE 160

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STATE OF FLORIDA)
COUNTY OF LEON)

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 8th day of April, A. D., 1981, by BETTON WOODS, INC., a Florida Corporation, with it's principal place of business being in Tallahassee, Leon County, Florida,

W I T N E S S E T H :

WHEREAS, BETTON WOODS, INC. is the owner of the subdivision known as BETTON WOODS, UNIT THREE, 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 BETTON WOODS, INC. 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 BETTON WOODS, INC. and each and every subsequent owner of any of the lots in said subdivision BETTON WOODS, INC. does hereby set up, establish, promulgate, and declare the following restrictions to apply to all 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 derailing title through BETTON WOODS, INC. 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, 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

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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 well 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. BUILDING LOCATION. Unless specified otherwise in the plat of BETTON WOODS, UNIT THREE, prepared by Broward Davis & Associates, Inc., dated January 26, 1981, and recorded on March 30, 1981 in Plat Book 8, Page 91 Public Records of Leon County, Florida, 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;

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- (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 outbuilding 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.

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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.

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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 or 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

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attempting to violate any covenant which shall be in violation of any of these covenants or to enforce any of these covenants.

17. Any court order of validation or any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these Restrictive Covenants the day and date first above written.

Signed, sealed and delivered
In the presence of:

BETTON WOODS, INC.

William G. DeLoach

William G. DeLoach
President

B. J. Henderson

W. Frederick Thomson
Secretary

STATE OF FLORIDA
COUNTY OF LEON

Corporate Seal



The foregoing RESTRICTIVE COVENANTS were acknowledged before me by WILLARD J. NOBLIN, as President and W. FREDERICK THOMSON, as Secretary of BETTON WOODS, INC. for the purposes therein expressed this 21st day of APRIL, A.D. 1981



B. J. Henderson
NOTARY PUBLIC

My Commission Expires 1/7/85