

PREPARED BY:
FRANK S. SHAW, III, ESQUIRE
Smith, Thompson & Shaw, P.A.
3520 Thomasville Road, 4th Floor
Tallahassee, FL 32308
(904) 893-4105



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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 10th day of November, 2000, by **BRACKENCHASE BUILDERS, INC.**, a Florida corporation, whose mailing address is 3031 Eliza Road, Suite 1, Tallahassee, Florida 32308 (hereinafter referred to as the "Declarant"), for itself, its heirs, grantees and assigns.

WITNESSETH:

1. **LANDS.** The Declarant is the owner of certain lands located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto. Declarant has, or will construct single-family detached residential units upon the property. These covenants and restrictions are hereby imposed on all lands described in Exhibit "A" (hereinafter called the "property" or the "lands"), effective as set forth in paragraph 3. below.

2. **NAME.** The name by which the property shall be known and identified is "BETTON BROOK".

3. **SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS.** Declarant impresses and imposes upon the property these restrictive covenants, which shall run with the land. This Declaration shall be binding upon Declarant, its heirs and assigns. All restrictions, reservations, easements and cross-easements set forth herein shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth in full in the instrument of conveyance.

4. **DEFINITIONS.** The terms used in the restrictions shall have the following meanings:

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A. "Lot" shall mean the separate parcel of the property as divided as described on the plat of the property attached hereto as Exhibit "B".

B. "Home" shall mean the lot and the single-family living unit constructed on it.

C. "Single Family Residence" shall mean a free standing house that serves as a home for one family.

D. "Homeowner" means the owner of a Home.

E. "Association" means **BETTON BROOK HOMEOWNERS ASSOCIATION, INC.**, a non-profit association, and its successors, which Association shall be responsible for the operation, maintenance and management of **BETTON BROOK**. The Association shall have the rights, duties and obligations as are set forth in this Declaration; the Bylaws and the Articles of Incorporation.

F. "Bylaws" shall mean such bylaws as are established by the Association from time to time.

G. "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against a Homeowner.

H. "Property" means and includes the land described in Exhibit "A", and all improvements thereon, together with all easements and rights appurtenant to the property intended for use in connection with the property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

I. "Parking Pads" means the parking area constructed in front of each Home for the use of the Homeowners within the Home.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. **Membership:** Homeowners and any person who owns property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any Home is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the Home.

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in the event the Homeowner is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

B. **Voting Rights:** The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all Homeowners with the exception of Declarant, and shall be entitled to one (1) vote for each Home owned.

"Class B" - The Class B member shall be the Declarant, who shall be entitled to exercise two (2) votes for each Home or Lot owned by Declarant.

6. **ASSESSMENTS AND LIENS.** Each owner, by the acceptance of a deed for a Home located within the property, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association:

A. Annual assessments or charges as herein set forth and as established by the Association; and

B. Special assessments for capital or other improvement or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees required to collect the same, if any, shall be a lien against the Home owned by the party failing to make the payment as due; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such Home. Assessments shall be made pursuant to the bylaws of the Association. No Homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the easement areas or by the abandonment of his Home. The Declarant shall not be obligated for payment of assessments for Homes he owns within the subdivision unless Declarant's Homes are rented. If Declarant's Homes are rented, he shall pay a prorated amount only while a tenant occupies the Home. In return for not paying homeowners dues, Declarant shall maintain the entranceway and common area until such time as Declarant elects to turn maintenance over to the Homeowners Association and begins to pay dues on Homes owned by the Declarant.

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7. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used to promote and maintain the health, safety and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first-class condition and in a good state of repair of the entrances to the subdivision and such other areas which are maintained by the Association, whether owned by the Association or by a Homeowner and maintained by the Association.

8. **DEPOSIT OF ASSESSMENTS.** All sums from assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Restrictive Covenants, the Articles of Incorporation, Bylaws or other agreements among the Homeowners. Declarant shall not be responsible for the payment of any assessments on any property in the subdivision until a Home the Declarant may be building is completed and ready for occupancy.

9. **AMOUNT OF ANNUAL ASSESSMENTS.** The annual assessment per Home shall be Seven Hundred Twenty Dollars and No Cents (\$720.00) for the year 2000. Thereafter, the assessment shall be set by a vote of the Board of Directors of the Association. The assessments may be paid in whole or in monthly installments. The Board of Directors may not increase the annual assessments by more than ten percent (10%) over the previous year's assessments without the approval of a majority of the Homeowners to raise their assessments.

10. **SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, re-construction, repair or replacement of the improvements or easements within the property. The decision to make the special assessment and the amount of the assessment shall be made in accordance with the Articles of Incorporation and Bylaws of the Association.

11. **COLLECTION OF ASSESSMENTS.** If payments of assessments are to be made monthly, then all payments shall be due on the first (1st) day of each calendar month and shall be delinquent if not paid by the tenth (10th) day of each month. No set-offs shall be allowed to any Homeowner for repairs or improvements, or services contracted for by any Homeowner without the express written authorization of the Board of Directors of the

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Association. The Association shall be entitled to collect from the Homeowner, all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

12. SERVICE CHARGE OF DELINQUENT ASSESSMENTS. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid by the tenth (10th) day of each month may, upon decision of the Board of Directors of the Association, bear a service charge of Five Dollars and No Cents (\$5.00) per month from the due date.

13. EFFECT OF TRANSFER OF TITLE ON ASSESSMENT. The sale or transfer of any Home shall not affect the assessment lien; provided, however, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability from any assessment thereafter becoming due or from the lien thereof.

14. ADDITIONAL DUTIES AND POWERS OF ASSOCIATION. In addition to the duties and powers of the Association, as herein set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the Association, the Association shall:

A. Maintain and otherwise manage all the common areas and all improvements and landscaping on the common areas and at the entrances to the subdivision.

B. Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the easements or cross-easement areas.

C. Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

D. Have the authority to employ a manager or other person and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including a yard maintenance service.

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15. EXTERIOR MAINTENANCE OF HOMES AND OTHER AREAS.

The Association may maintain, at its election, all of the yards within the subdivision (except the courtyard which shall remain the Homeowner's responsibility) and all of the common areas and shall pay for such maintenance from the annual assessments. The Association's agents or employees shall have the right to go onto the property of any Homeowners for the sole purpose of maintenance as provided for in this paragraph. Any contract for continual maintenance of the yards and common area shall be approved by the Board of Directors of the Association after solicitation of at least three (3) bids from persons or firms capable of providing similar landscaping services.

16. EASEMENTS. The following easements shall be deemed to be covenants running with the land with relation to the Homes and the property described in Exhibit "A".

A. There shall be a Fencing easement along and upon the boundaries of the property. The Declarant may erect a fence upon all or parts of the boundaries of the property, which shall be maintained by the Association. Each Homeowner shall maintain any fences as may be erected initially by the Declarant or the Homeowner, which are not located upon the boundary of the property. All Homeowners in **BETTON BROOK** will allow the Association or its agents or designees the right to go over or upon lots within **BETTON BROOK** for the purpose of construction, maintenance and repair of such fencing.

B. Utility easements are reserved through the property for utility services in order to properly and adequately serve all Homes constructed within the property; provided, however, that such easements through any of the Homes shall be only according to the plans and specifications or as the building on the property is actually constructed unless approved in writing by the unit owner. Utilities as used in this paragraph shall be given a broad meaning and shall include, but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities.

C. If any Home shall encroach upon any easement area or other lot by reason of original construction, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

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D. Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie within the Homes owned by Homeowners other than the owner of a Home served by said lines or connections, the owner of any Home served by said connections shall have the right and is hereby granted an easement to the full extent necessary to enter upon such Home or to have the utility companies enter upon the Home in or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain the connections as may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one Home, the owner of each such Home served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serve his Home, and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections.

E. Each Home will be constructed with a "parking pad" for the use of the Homeowner. Each Homeowner within each building shall have a non-exclusive easement for himself, his agents, invitees, heirs and assigns for access and parking over and across the parking pad constructed as a part of the building of which his unit is a part.

17. **PARKING.** All vehicles shall be stored in the garage of each Home. Once the garage has been filled, additional vehicles may be parked on the parking pads only. No boats, recreation vehicles, or storage trailers shall be stored on the property or parking pads. Parking on the roadway is prohibited. No non-operable motor vehicles shall be parked on the property in excess of seven (7) consecutive days.

18. **LAND USE AND BUILDING TYPE.** No Home shall be occupied or used except for residential purposes by the Homeowners, their tenants or social guests, except that Declarant may use Homes owned by him for display and sales offices. Homes must consist of not less than 1400 square feet of heated and cooled space. Further, if a home is two stories, the bottom floor or level must consist of not less than 800 square feet of heated and cooled space.

19. **ARCHITECTURAL CONTROL:** No building, shed or other structure of any type, including but not limited to fences whether of a temporary or permanent nature,

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shall be built, placed or allowed to exist on any lot, nor shall any exterior modification of any Home be made without the prior written approval of the Board of Directors of the Association or their designee, except that approval shall be solely with Declarant so long as Class B membership exists. Any Homeowner seeking approval shall submit detailed plans and specifications showing proposed locations on the property.

20. **NUISANCES.** No noxious or offensive activities shall be carried on, in, upon or around any unit or in or upon any easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Homeowners or their tenants or licensees or any of them which shall in any way interfere with the quiet enjoyment of such of the Homeowners, tenants or licensees of his respective living unit or which shall in any way increase the rate of insurance for the property.

21. **SIGNS.** No sign of any kind shall be displayed to the public view on any unit or any portion of the easement areas, except one sign of customary and reasonable dimension advertising for sale or rent, and except for signs used by Declarant, his business successors or assigns to advertise the property or the units during the construction and sale.

22. **GARBAGE DISPOSAL.** All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind a screen or barrier so that they are not visible from the street in front of the Home.

23. **EXTERIOR APPEARANCE OF EACH UNIT.** No Homeowner may make any alterations or additions to any Home, mail boxes, the walks, driveways or other exterior elements or change the exterior color of any Home without first obtaining the written consent of the Board of Directors of the Association approving the plans and specifications for the changes or alterations to be made to the Home, its grounds, or the color of any proposed repainting.

All drapes or curtains visible to the outside of any Home shall have a white backing. There shall be no exterior clotheslines. No structures of any kind or nature shall be placed in the courtyard or outside the Home which is visible from the roadway. All garage

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doors shall be kept in the closed position when not opening for the reasonable ingress and egress of the Homeowner.

24. **FENCES:** No fences shall be allowed in the front of any Home. Backyard fences on Homes may not extend outside of a line that is an extension of line from the corner of the building to the rear property line and may not be wider than the original structure constructed on the Lot. No fence shall be placed so as to prevent the use of easement for the purpose of which the easement was established. The Association shall not maintain any property or lawn within the borders of a fence. Notwithstanding anything in this paragraph to the contrary, consent of the Board of Directors of the Association must be obtained as provided for in the Declaration of Restrictive Covenants before any fence is constructed by any Homeowner.

25. **RIGHT TO LEASE.** The Homeowners shall have the right to lease or rent their Homes, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the Bylaws and any rules and regulations of the Association.

26. **REGULATIONS.** Reasonable regulations concerning the use of the property including common easement areas and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all owners and residents upon request.

27. **PETS.** Household pets such as dogs or cats are permitted, but no dog or cat shall be permitted to run free, and it must be on a leash or under the direct control of its owner when it is anywhere on the property other than upon the Homeowners Home.

28. **LIMITATION OF LIABILITY OF ASSOCIATION.** Notwithstanding the duties of the Association, specifically including, but not limited to its duty to maintain and repair the entrances and the common areas, the Association shall not be liable to Homeowners, their invitees or guests for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

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29. ESTIMATES OF COST OF REPAIRS AND RECONSTRUCTION.

Within a reasonable time after a casualty or loss to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing the damaged property. The Association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

30. ENFORCEMENT OF OBLIGATIONS.

Each Homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and any regulations adopted by the Association. Upon failure of a Homeowner to so comply, the Declarant, the Association, any mortgagees having a first lien, or other homeowners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the herein documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent non-compliance therewith.

31. INSURANCE.

Each Homeowner owner shall maintain fire and extended coverage insurance on his Home and improvements in an amount equal to the maximum insurable replacement value. The Association may require the Homeowner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as loss payees, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors of the Association shall otherwise agree.

32. AMENDMENTS TO DECLARATION

A. Amendments by Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, Declarant acting alone may amend these Restrictive Covenants, any common areas are dedicated to a public entity, or the Articles of Incorporation of the Association are amended. All other amendments or modifications may be made by Declarant or the Homeowners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time

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to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

B. Amendments By Owners: Except as provided in this Declaration, this Declaration may be amended (i) by the consent of the Homeowners of 2/3 of all Homes, together with (ii) the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the Homeowners may be evidenced by a writing signed by the required number of Homeowners or by the affirmative vote of the required number of Homeowners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a Certificate of the Secretary or an Assistant Secretary of the corporation.

33. DEVELOPMENT BY DECLARANT. No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any Homes or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

34. ELECTION OF BOARD OF DIRECTORS. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and Bylaws to the contrary, the Declarant shall be entitled to appoint all of the members of the Board of Directors of the Association. This right shall continue until the sooner of when: (1) the Declarant formally turns over control to the Association; or (2) the Declarant no longer has an ownership interest in the property.

35. TERMINATION OF RESPONSIBILITY OF DECLARANT. At such times as the Declarant sells, conveys or otherwise disposes of his interest in and to all of the Homes, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

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36. **VARIANCES.** Variances for minor deviations from this Declaration may be granted by Declarant or the Association at any time to Declarant or any property owner within the property. Variances for such minor deviations, if any, are discretionary.

37. **TITLES.** The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

38. **SEVERABILITY.** The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

DECLARANT:

BRACKENCHASE BUILDERS, INC.
A FLORIDA CORPORATION

By: [Signature]
DAVID W. HANSELMAN
President

WITNESSES

[Signature]
Witness - DIANE L. GILBERT

[Signature]
Witness - JANELLA A. V. [unclear]

STATE OF FLORIDA,
COUNTY OF LEON.

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The foregoing Declaration of Restrictive Covenants pertaining to **BETTON BROOK** was acknowledged before me by David W. Hanselman, as President of **BRACKENCHASE BUILDERS, INC.**, a Florida corporation, who is personally known to me, and who did not take an oath, on this 16 day of November, 2000.

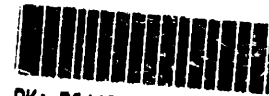
[Signature]

NOTARY PUBLIC

My Commission Expires:



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EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN A AN IRON ROD (FOUND #284) AT THE SOUTHWEST CORNER OF THOMASVILLE TRACE, A SUBDIVISION AS PER PLAT OR MAP THEREOF RECORDED IN PLAT BOOK 12, PAGE 12 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN THENCE SOUTH 65 DEGREES 37 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID THOMASVILLE TRACE A DISTANCE OF 675.47 FEET TO AN IRON ROD (FOUND #LB5509) AT THE NORTHERLY MOST CORNER OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1706, PAGE 2187, LEON COUNTY, FLORIDA; THENCE SOUTH 24 DEGREES 23 MINUTES 00 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1706, PAGE 2187, OFFICIAL RECORDS BOOK 524, PAGE 56 AND OFFICIAL RECORDS BOOK 2028, PAGE 1805, LEON COUNTY, FLORIDA A DISTANCE OF 299.38 FEET TO AN IRON ROD (FOUND #LB5509) AT THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1825, PAGE 78, LEON COUNTY, FLORIDA; THENCE RUN NORTH 65 DEGREES 37 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 1825, PAGE 78 AND OFFICIAL RECORDS BOOK 2018, PAGE 40 A DISTANCE OF 674.98 FEET TO A CONCRETE MONUMENT (FOUND #1254) ON THE EASTERLY RIGHT OF WAY BOUNDARY OF THOMASVILLE ROAD (STATE ROAD NO. 61); THENCE RUN NORTH 24 DEGREES 20 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY A DISTANCE OF 161.34 FEET TO AN IRON ROD (FOUND #LB5509) AT THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 6282.51 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 15 MINUTES 19 SECONDS, FOR AN ARC DISTANCE OF 137.65 FEET (THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 14 MINUTES 25 SECONDS EAST 138.04 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 836, PAGE 126, LEON COUNTY, FLORIDA.

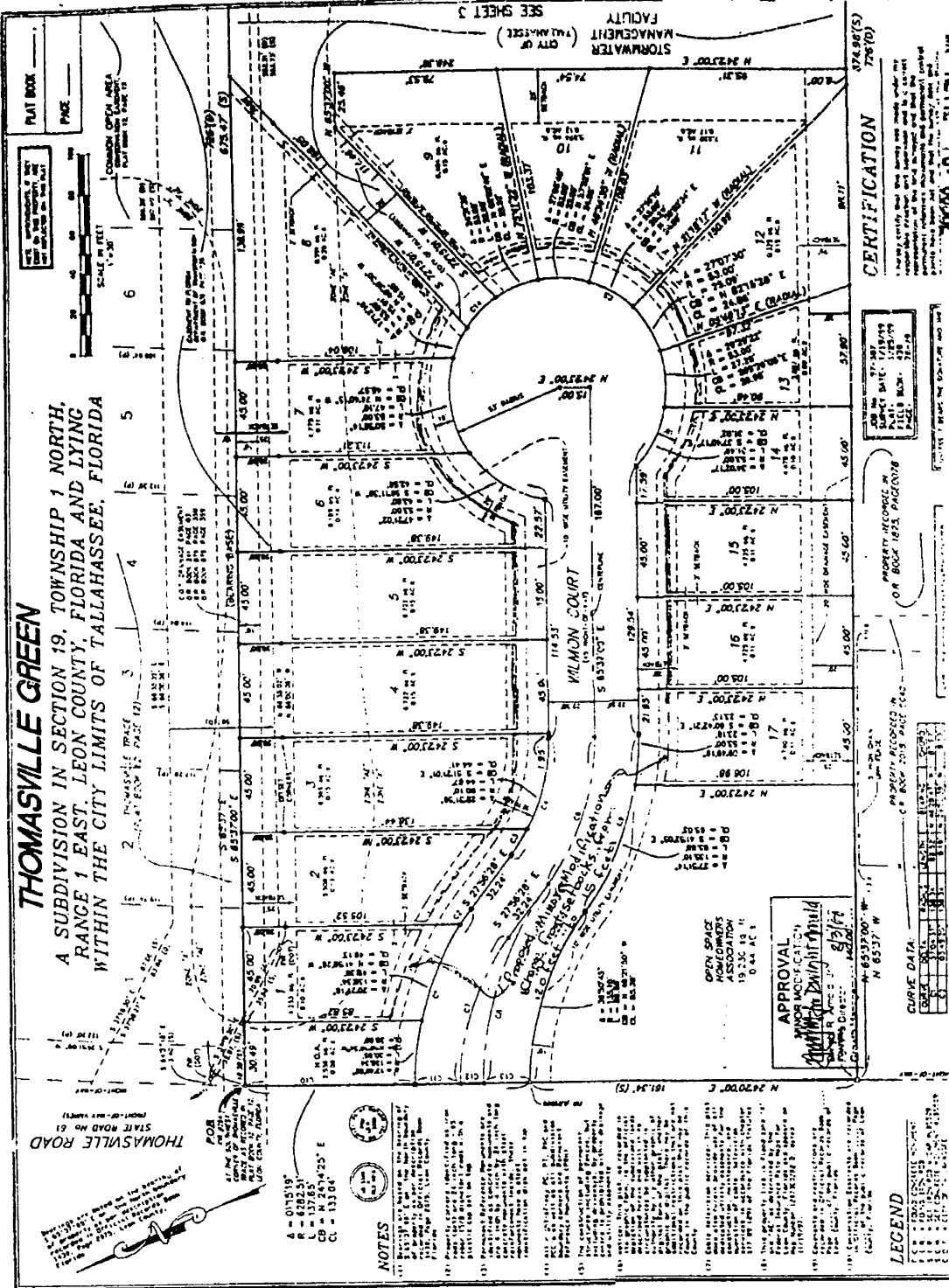
ALSO SUBJECT TO A CITY OF TALLAHASSEE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 241, PAGE 63, LEON COUNTY, FLORIDA.

ALSO SUBJECT TO A CITY OF TALLAHASSEE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 879, PAGE 358, LEON COUNTY, FLORIDA.

ALSO SUBJECT TO A CITY OF TALLAHASSEE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 879, PAGE 359, LEON COUNTY, FLORIDA.

ALSO SUBJECT TO A FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1121, PAGE 1993, AND OFFICIAL RECORDS BOOK 1148, PAGE 90, LEON COUNTY, FLORIDA.

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CERTIFICATION

PROPERTY RECORDS IN
 OR BOOK 1823, PAGE 078

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 DATE TIME: 09:18 AM
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APPROVAL
 MINOR MODIFICATION
 ACCORDING TO
 SECTION 170.01, F.S.
 [Signature]

LEGEND

NOTES

Exhibit "B"

20030025608 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 2830 PG: 34,
03/17/2003 at 02:16 PM, BOB INZER, CLERK OF COURTS

Prepared by: Robert D. Fingar
Huey, Guilday, Tucker, Schwartz & Williams, P.A.
Post Office Box 12500
Tallahassee, Florida 32317-2500
Telephone: 850/224-7091
Facsimile: 850-222-2593

AMENDMENT 1 TO DECLARATION OF
RESTRICTIVE COVENANTS

WHEREUPON, the required number of Homeowners at a special meeting of the Association called and held in accordance with the By-Laws, have consented, and the Board of Directors has ratified this amendment.

This Amendment to the Declaration of Restrictive Covenants recorded on December 12, 2000 ("Restrictive Covenants") is made and entered into this 15th day of July 2002, by Betton Brook Homeowners Association, Inc., whose mailing address is Post Office Box 12500, Tallahassee, Florida 32317-2500 (hereafter referred to as "Declarant") for itself, its heirs, grantees and assigns.

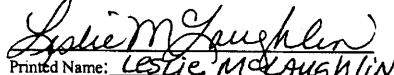
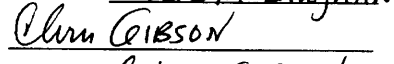
WITNESSETH

The Restrictive Covenants are amended as follows: Paragraph 25 is deleted in its entirety and is replaced with the following:

25. RIGHT TO LEASE. A Homeowner shall have the right to lease or rent its home, provided that no lease or sub-lease shall be for a period of less than one (1) year. Each lease shall state that the lessee has been provided with a copy of the Restrictive Covenants and any amendments thereto, and has read and understands them and agrees to be bound by the terms thereof, including any amendments which may be adopted thereafter. The Homeowner shall provide the lessee with a copy of the Restrictive Covenants and any amendments thereto. A copy of any lease shall be provided to Declarant prior to inception of the lease.

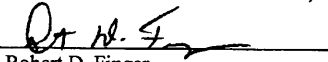
IN WITNESS WHEREOF, the Declarant has caused this Amendment 1 to the Declaration of Restrictive Covenants to be executed this day and year first above written.

WITNESSES


Printed Name: LESLIE MCLAUGHLIN

Printed Name: CHRIS GIBSON

DECLARANT:

Betton Brook Homeowners Association, Inc.

By: 
Robert D. Fingar
Its: President

WITNESSES

Trisha Baker
Printed Name: TRISHA BAKER

Trish Scott
Printed Name: Trish Scott

DECLARANT

By: Cheryl Peel
Cheryl Peel
Its: Secretary

STATE OF FLORIDA
COUNTY OF LEON

The foregoing was SWORN TO AND SUBSCRIBED before me this 19th day of February, 2003, by ROBERT D. FINGAR, who is personally known to me or who has produced _____ as identification.

Kathryn Manry
Print Name: Kathryn Manry
NOTARY PUBLIC
Commission Number:



Kathryn Manry
MY COMMISSION # CC830923 EXPIRES
July 27, 2003
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing was SWORN TO AND SUBSCRIBED before me this 27th day of March, 2003, by CHERYL PEEL, who is personally known to me or ~~who has~~ produced N/A as identification.

Cynthia J Wesselman
Print Name: Cynthia J Wesselman
NOTARY PUBLIC
Commission Number:



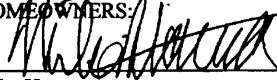
Cynthia J Wesselman
MY COMMISSION # CC375549 EXPIRES
October 30, 2004
BONDED THRU TROY FARM INSURANCE, INC.

CERTIFICATE OF VOTE TO AMEND
RESTRICTIVE COVENANTS

WHEREAS, on July 15, 2002, the Betton Brook Homeowners Association, Inc. ("Association") held a duly notified special meeting.

WHEREAS, on July 15, 2002, the Association, pursuant to Paragraph 32B of the Declaration of Restrictive Covenants desire to amend the restrictive covenants, the provisions of the amendment, styled Amendment 1, being attached hereto, do hereby consent to Amendment 1;

WHEREAS, on July 15, 2002, the Board of Directors ratified the consent of the Homeowners to adopt Amendment 1 to the Declaration of Restrictive Covenants:
HOMEOWNERS:



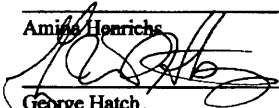
Mike Hanna

Shelby Hanna

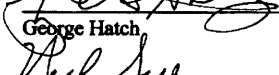
Dennis Egan

Judy Egan

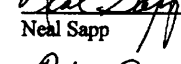
Paul Henrichs



Amiga Henrichs



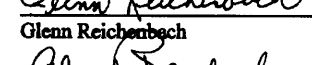
George Hatch



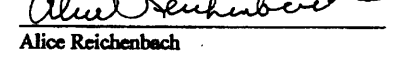
Neal Sapp



Ida Jean Sapp

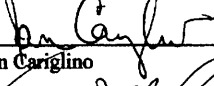


Glenn Reichenbach



Alice Reichenbach

Jason Bracken

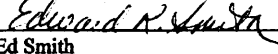


Jan Cariglino

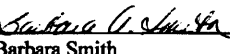


Jim Fulghum

Betsy Fulghum

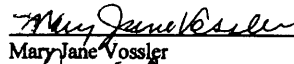


Ed Smith

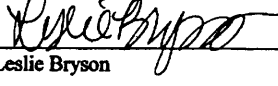


Barbara Smith

Evelyn Leonard



Mary Jane Vossler

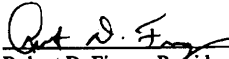


Leslie Bryson

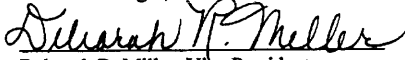
Aline Buckwalter

CERTIFICATE OF VOTE TO AMEND
RESTRICTIVE COVENANT NO. 1
PAGE 2

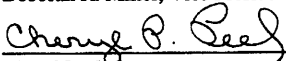
BOARD OF DIRECTORS:



Robert D. Fingar, President



Deborah R. Miller, Vice President



Cheryl Peel, Secretary



Jan Cariglino, Treasurer