

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That WILLIS BUILDERS, INC., a corporation organized and existing under the laws of the State of Florida, is owner in fee simple of the Lands lying and being in Leon County, Florida, platted as BETTON OAKS, UNIT NO. 2, and more particularly described as follows:

Begin at the Northeast corner of the Northwest quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida and run North 00 degrees 21 minutes 37 seconds West along the East boundary of the Southwest quarter of Section 20, Township 1 North, Range 1 East, Leon County, Florida a distance of 193.41 feet, thence North 00 degrees 34 minutes 29 seconds West 204.59 feet thence North 07 degrees 29 minutes 34 seconds West 60.44 feet, thence North 15 degrees 25 minutes 36 seconds East 208.06 feet run thence North 89 degrees 25 minutes 31 seconds East 173.72 feet, run thence North 01 degree 20 minutes 02 seconds West 200.02 feet, run thence North 51 degrees 23 minutes 16 seconds West 61.10 feet to the Southeasterly boundary of Betton Oaks Unit No. 1 a subdivision as per map or plat thereof recorded in Plat Book 7, on page 41 of the Public Records of Leon County Florida run thence South 48 degrees 12 minutes West along said Southeasterly boundary a distance of 321.71 feet run thence South 56 degrees 52 minutes West along said Southeasterly boundary a distance of 602.94 feet to the most southerly corner of Lot 12, Block "C" of said Betton Oaks Unit No. 1, run thence North 31 degrees 48 minutes West along the Southwesterly boundary of said Lot 12, Block "C", and a projection thereof a distance of 180.03 feet, to the Northwesterly right-of-way boundary of Goodwood Drive, thence South 56 degrees 52 minutes West along the Northwesterly right-of-way boundary of the proposed extension of said Goodwood Drive a distance of 68.49 feet to a point of curve to the left, thence along said curve with a radius of 260.00 feet, through a central angle of 24 degrees 14 minutes 26 seconds, for an arc distance of 110.00 feet thence run North 67 Degrees 39 minutes 50 seconds West 188.34 feet, thence South 00 degrees 48 minutes 38 seconds East 160.07 feet, thence South 00 degrees 57 minutes 14 seconds East 688.47 feet, thence North 88 degrees 14 minutes 47 seconds East 971.50 feet, thence North 00 degrees 21 minutes 37 seconds West along the East boundary of the Northwest quarter of said Section 29 a distance of 355.00 feet to the point of beginning; containing 20.46 acres more or less.

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE IND. JUL 17 1 26 PM 1979 AT THE TIME & DATE NOTED PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT

WITNESSETH:

THAT, WHEREAS it is to the interest, benefit and advantage of WILLIS BUILDERS, 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 the same shall be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, WILLIS BUILDERS, INC. does hereby set up, establish, promulgate and declare the following restrictions to apply to all of said 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 deraigning title through WILLIS BUILDERS, INC. during the lifetime of these restrictions.

#### 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 and a private garage for not more than two cars.

#### ARCHITECTURAL CONTROL

No building 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.

#### DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1200 square feet a one-story dwelling, exclusive of carport, garage, open porches, etc., and at least 600 square feet for a dwelling of more than one-story.

BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7½ feet or any combination of setbacks on each side that equals at least 15 feet, provided that no such setback shall be less than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a 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.

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,500 square feet.

WAIVER

The architectural control committee shall have power and authority to waive such violations of building line and lot restrictions as it in its sole discretion deems reasonable and proper.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat and over the rear five feet of each lot.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, basement, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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, one sign of not more than five square feet advertising the property during construction and sales period.

## OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarring 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.

## 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 they are not kept, bred or maintained for any commercial purpose.

## GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition.

## SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street 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. No fence shall be erected nearer the front lot line than the front of the dwelling situated thereon.

## ARCHITECTURAL CONTROL COMMITTEE

Membership. The architectural control committee is composed of the officers of WILLIS BUILDERS, INC., or its successor in

interest, which shall consist of at least the president and one other officer. The committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members 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 service performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee to withdraw from the committee or restore to it any of its powers and duties.

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 the plans and specifications have been submitted to it, or 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.

#### 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

#### ENFORCEMENT

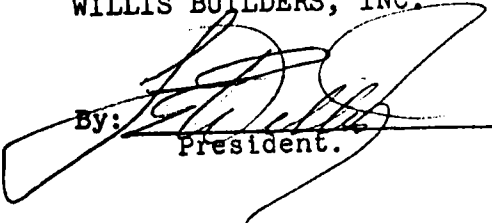
Enforcement shall be by proceedings at law or inequity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

#### SEVERABILITY

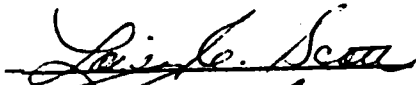
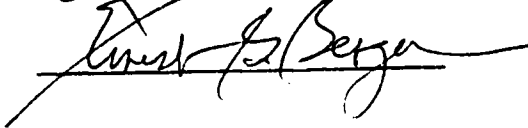
Invalidating of any one of these covenants by judgment or court order shall in no way affect any of the/other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said WILLIS BUILDERS, INC. has caused these presents to be executed at Tallahassee, Florida, by its duly authorized officer and its corporate seal to be hereunto affixed on this the 17<sup>th</sup> day of July, 1979.

WILLIS BUILDERS, INC.

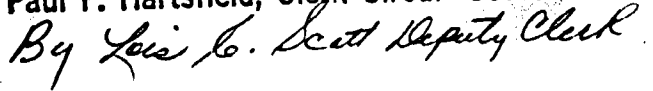
By:   
President.

Witnesses:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July 1979.

Paul F. Hartsfield, Clerk Circuit Court

By  Deputy Clerk