

RESTRICTIVE COVENANTS OF
AUTUMN WOODS, UNIT NO. 1

This indenture made, executed, and delivered this 22nd day of JUNE, 1976, by BETTER HOUSING OF TALLAHASSEE, LTD., a Florida partnership organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida.

WITNESSETH:

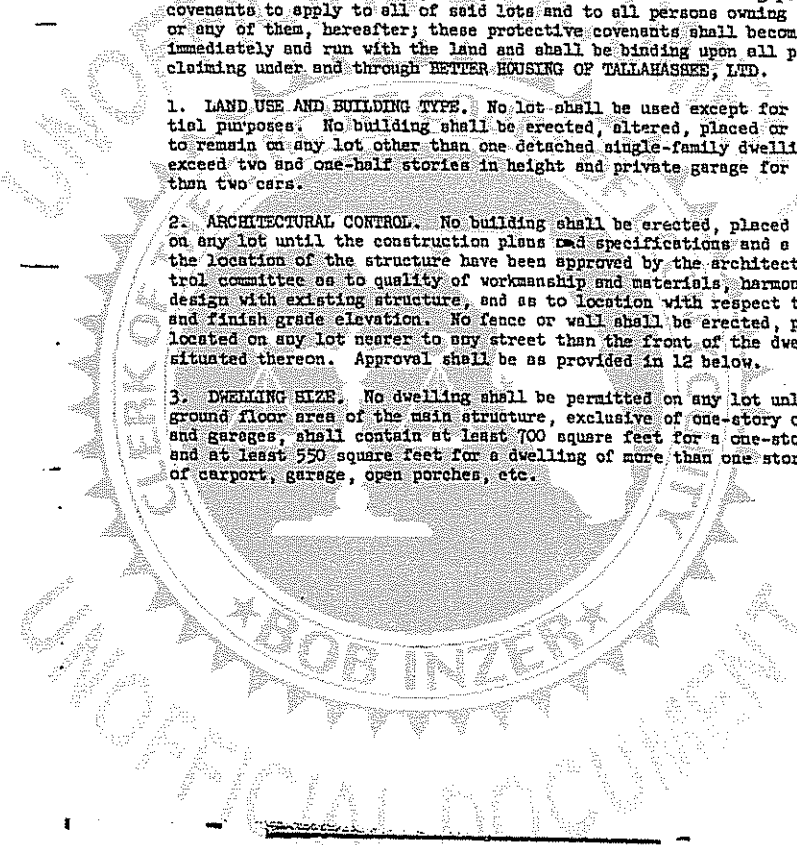
THAT, WHEREAS, said corporation is the owner of the subdivision known as Autumn Woods, Unit No. 1, being a subdivision of land situate, lying and being in Leon County, Florida, and described as follows:

All of AUTUMN WOODS, UNIT NO. 1, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 47 of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of BETTER HOUSING OF TALLAHASSEE, LTD., 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, for and in consideration of the premises and of the benefits to be derived by BETTER HOUSING OF TALLAHASSEE, LTD., and each and every subsequent owner of any of the lots in said subdivision, said corporation does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through BETTER HOUSING OF TALLAHASSEE, LTD.

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 and private garage for not more than two cars.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a 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 existing structure, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or located on any lot nearer to any street than the front of the dwelling situated thereon. Approval shall be as provided in 12 below.
3. DWELLING 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 700 square feet for a one-story dwelling, and at least 550 square feet for a dwelling of more than one-story exclusive of carport, garage, open porches, etc.



RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK 18221-110
JUN 22 2 51 PM 1976
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

366654

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, 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 7.5 feet to each side 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. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of any 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. **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 8,750 square feet.

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

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 nuisance to the neighborhood.

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

9. **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 to advertise the property for sale or lease.

10. **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.

11. **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 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 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.

12. **ARCHITECTURAL CONTROL COMMITTEE.**

a. **MEMBERSHIP.** The architectural control committee initially shall be composed of three persons to be appointed by BETTER HOUSING OF TALLAHASSEE, LTD. A majority of 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 services performed pursuant to this covenant.

b. **PROCEDURES.** 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

12b PROCEDURES (continued)

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.

13. 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.

14. 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.

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

16. AMBIGUITIES. So long as BETTER HOUSING OF TALLAHASSEE, LTD. owns any lot or lands within the above described property it may amend these restrictive covenants if it is deemed necessary by the General Partners to clarify any ambiguities. BETTER HOUSING OF TALLAHASSEE, LTD., further reserves the right and shall have the power to grant variances and/or waivers as to any violations of these restrictive covenants which BETTER HOUSING OF TALLAHASSEE, LTD., deems to be insubstantial in nature and in a material violation hereof.

Done and executed this 22nd day of JUNE A.D. 19 76.

WITNESSES:

[Signature]
[Signature]

BETTER HOUSING OF TALLAHASSEE, LTD.
By [Signature]
Its GEN. PARTNER

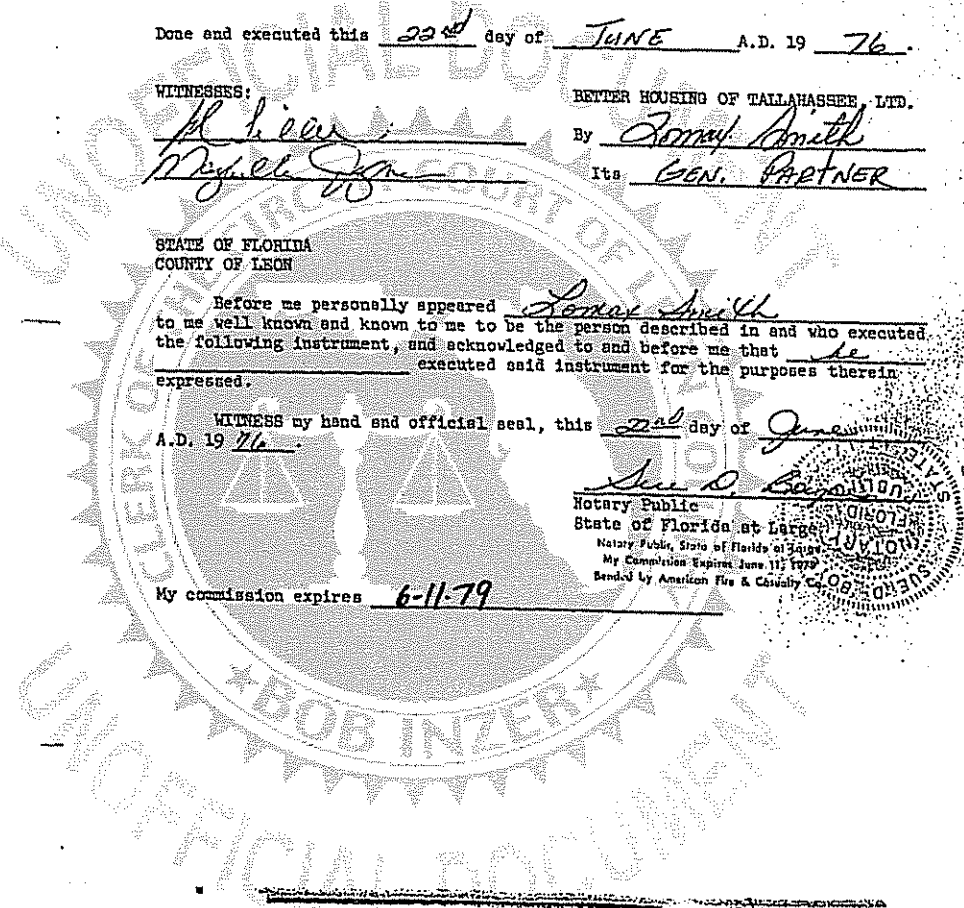
STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared [Signature] to me well known and known to me to be the person described in and who executed the following instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of June A.D. 19 76.

[Signature]
Notary Public
State of Florida at Large
Notary Public, State of Florida at Large
My Commission Expires June 11, 1979
Bonded by American Fire & Casualty Co. 6-11-79

My commission expires 6-11-79



RESTRICTIVE COVENANTS OF
AUTUMN WOODS, UNIT NO. II

This indenture made, executed, and delivered this 22^d
day of March, 1977, by BETTER HOUSING OF TALLAHASSEE, LTD., a Florida
partnership organized and existing under the Laws of the State of Florida, with
its principal office and place of business in Tallahassee, Leon County, Florida.

WITNESSETH:

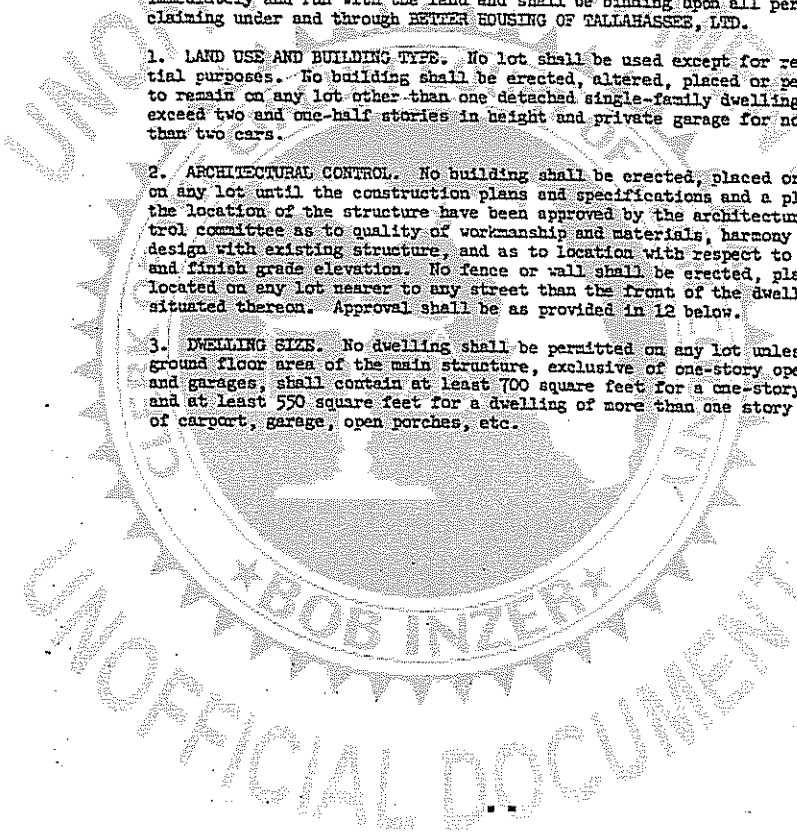
THAT, WHEREAS, said corporation is the owner of the subdivision known as
Autumn Woods, Unit No. II, being a subdivision of land situate, lying and being
in Leon County, Florida, and described as follows:

All of AUTUMN WOODS, UNIT NO. II, a subdivision as
per map or plat thereof recorded in Plat Book 7
Page 56 of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of BETTER HOUSING OF
TALLAHASSEE, LTD., 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, for and in consideration of the premises and of the benefits
to be derived by BETTER HOUSING OF TALLAHASSEE, LTD., and each and every
subsequent owner of any of the lots in said subdivision, said corporation does
hereby set up, establish, promulgate and declare the following protective
covenants to apply to all of said lots and to all persons owning said lots,
or any of them, hereafter; these protective covenants shall become effective
immediately and run with the land and shall be binding upon all persons
claiming under and through BETTER HOUSING OF TALLAHASSEE, LTD.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residen-
tial 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 private garage for not more
than two cars.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered
on any lot until the construction plans and specifications and a 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 existing structure, and as to location with respect to topography
and finish grade elevation. No fence or wall shall be erected, placed or
located on any lot nearer to any street than the front of the dwelling
situated thereon. Approval shall be as provided in 12 below.
3. DWELLING 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 700 square feet for a one-story dwelling,
and at least 550 square feet for a dwelling of more than one story exclusive
of carport, garage, open porches, etc.



RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE NO.
387944
MAR 25 3 29 PM 1977
AT THE TIME A DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, 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 7.5 feet to each side 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. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, and open porches shall not be considered as a part of any 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. **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 8,750 square feet.

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

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 nuisance to the neighborhood.

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

9. **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 to advertise the property for sale or lease.

10. **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.

11. **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 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 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.

12. **ARCHITECTURAL CONTROL COMMITTEE.**

a. **MEMBERSHIP.** The architectural control committee initially shall be composed of three persons to be appointed by BEYER HOUSING OF TALLAHASSEE, LTD. A majority of 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 the services performed pursuant to this covenant.

b. **PROCEDURES.** 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

12b PROCEDURES (continued)

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.

13. 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.

14. 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.

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

16. AMBIGUITIES. So long as BETTER HOUSING OF TALLAHASSEE, LTD. owns any lot or lands within the above described property it may amend these restrictive covenants if it is deemed necessary by the General Partners to clarify any ambiguities. BETTER HOUSING OF TALLAHASSEE, LTD., further reserves the right and shall have the power to grant variances and/or waivers as to any violations of these restrictive covenants which BETTER HOUSING OF TALLAHASSEE, LTD., deems to be insubstantial in nature and in a material violation hereof.

Done and executed this 23rd day of March, A.D. 19 77.

WITNESSES:

BETTER HOUSING OF TALLAHASSEE, LTD.

Sue D. Bayce
M. Seaton

BY: Romas Smith
ITS: General Partner

STATE OF FLORIDA
COUNTY OF LEON

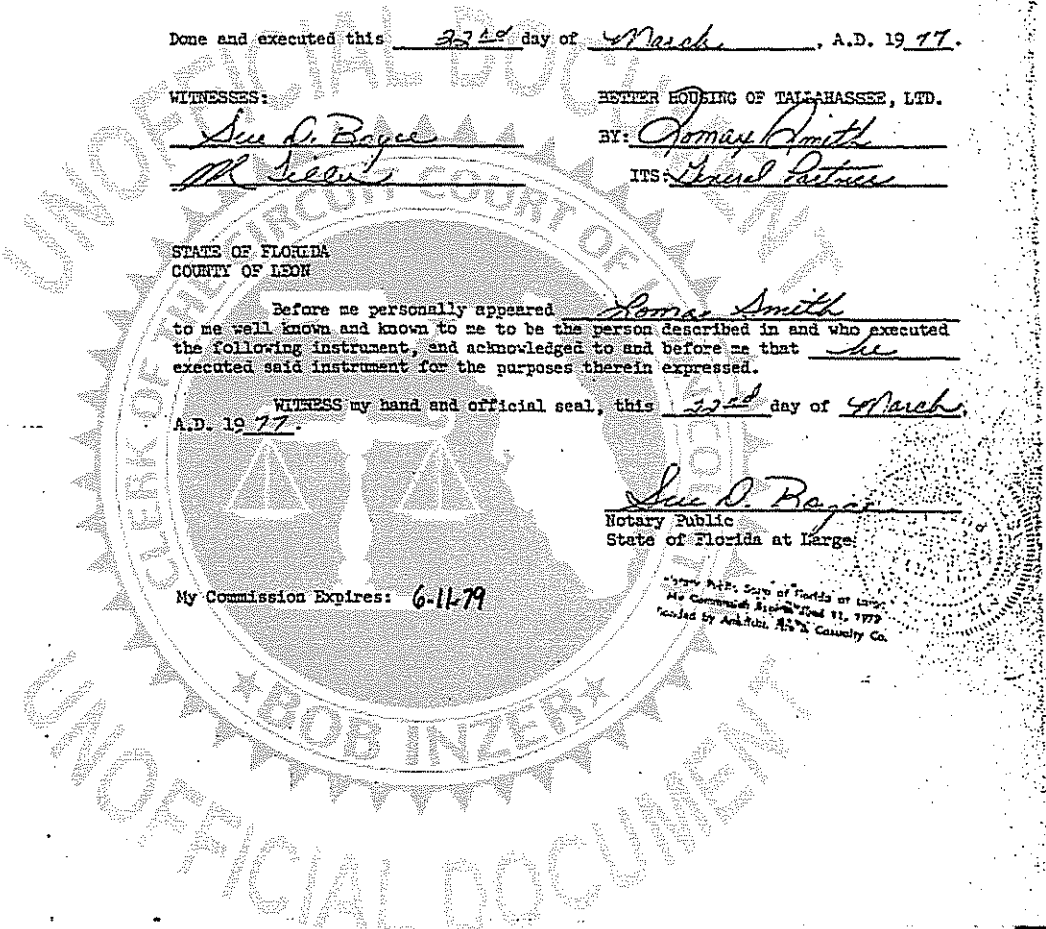
Before me personally appeared Romas Smith to me well known and known to me to be the person described in and who executed the following instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of March, A.D. 19 77.

Sue D. Bayce
Notary Public
State of Florida at Large

My Commission Expires: 6-11-79

Notary Public, State of Florida at Large
My Commission Expires June 11, 1979
Issued by Archibald A. X. Cassady Co.



CANCELLATION OF DEED RESTRICTIONS

OR1098PC1673

THIS AGREEMENT entered into this day of January, 1984, by and between BETTER HOUSING OF TALLAHASSEE, LTD., a Florida limited partnership, Tallahassee, Florida (hereinafter referred to as BETTER HOUSING), THE SOUTH GEORGIA GROCERY COMPANY, a Georgia corporation, P. O. Box 311, Quitman, Georgia, (hereinafter referred to as SGGC) and TERRANCE H. FREGLY, of Leon County, Florida, (hereinafter referred to as FREGLY);

WHEREAS, BETTER HOUSING did convey certain property to FREGLY by warranty deed dated March 21, 1977, which deed is recorded in Official Records Book 847, Page 30,, public records of Leon County, Florida, subject to certain restrictions and reservations; and

WHEREAS, BETTER HOUSING did convey to SGGC certain properties by warranty deed dated March 21, 1977, which deed is recorded in Official Records Book 847, page 26, public records of Leon County, Florida, subject to the same restrictions imposed on the lands conveyed to FREGLY described hereinabove; and

WHEREAS, the parties hereto desire to release the property described in Exhibit "A", attached hereto and made a part hereof by reference, from the limitations and effect of restrictive covenants Numbers 1, 2 and 3 as set forth in both deeds described hereinabove.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, BETTER HOUSING, SGGC and FREGLY hereby agree that the property described in Exhibit "A" shall be released from the limitations, force and effect of the restrictive covenants Numbers 1, 2 and 3 contained in warranty deeds recorded in Official Records Book 847, Page 26 and Official Records Book 847, Page 30, public records of Leon County, Florida, and further agree that the remainder of the property subject to said restrictive covenants shall not be affected by this release and cancellation of said deed restrictions.

This instrument prepared by:
TERRANCE H. FREGLY
1801 North Meridian Road
Tallahassee, Florida, 32303

REC'D
FEB 20 4 22 PM 1984
CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

653743

OR1098PG1674

This agreement modifies the warranty deeds and covenants described hereinabove only to the extent specifically set forth herein. All other terms, conditions and covenants contained therein shall remain in full force and effect and unchanged by virtue of this agreement.

IN WITNESS WHEREOF, the General Partner of BETTER HOUSING OF TALLAHASSEE, INC. and the Vice President of THE SOUTH GEORGIA GROCERY COMPANY have caused these presents to be executed in its names, and its corporate seals to be hereunto affixed by its proper officers thereunto duly authorized, and TERRANCE H. FREGLY has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

BETTER HOUSING OF TALLAHASSEE, LTD.

Judy Havel
Harold Jolley

By: James Smith

John E. Duggs

THE SOUTH GEORGIA GROCERY COMPANY
By: James Smith
As its V. Pres.

Judy Havel
John E. Duggs

Terrance H. Fregly
TERRANCE H. FREGLY

STATE OF Florida
COUNTY OF Leon

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared James Smith well known to me to be the General Partner of BETTER HOUSING OF TALLAHASSEE, LTD., and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, that he affixed the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of January, 1984.

Harold Jolley
Notary Public

My Commission Expires: 5-23-86

Notary Public, State of Florida
My Commission Expires May 23, 1986

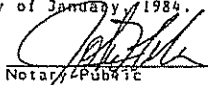


STATE OF
COUNTY OF

ORIC98PC1675

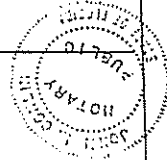
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared JAMES H. MOORE well known to me to be the VICE-PRESIDENT of the SOUTH GEORGIA GROCERY COMPANY, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this _____ day of January, 1984.


Notary Public

My Commission Expires:
5-25-87

Notary Public, State of Florida
My Commission Expires May 25, 1987
Revised May 1983 Governor, Inc.



STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, TERRANCE H. FREGLY, to me known to be the person named in and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein set forth.

WITNESS my hand and official seal, at Tallahassee, Leon County, Florida, this 12th day of January, 1984.


Notary Public

My Commission Expires: 7-23-84

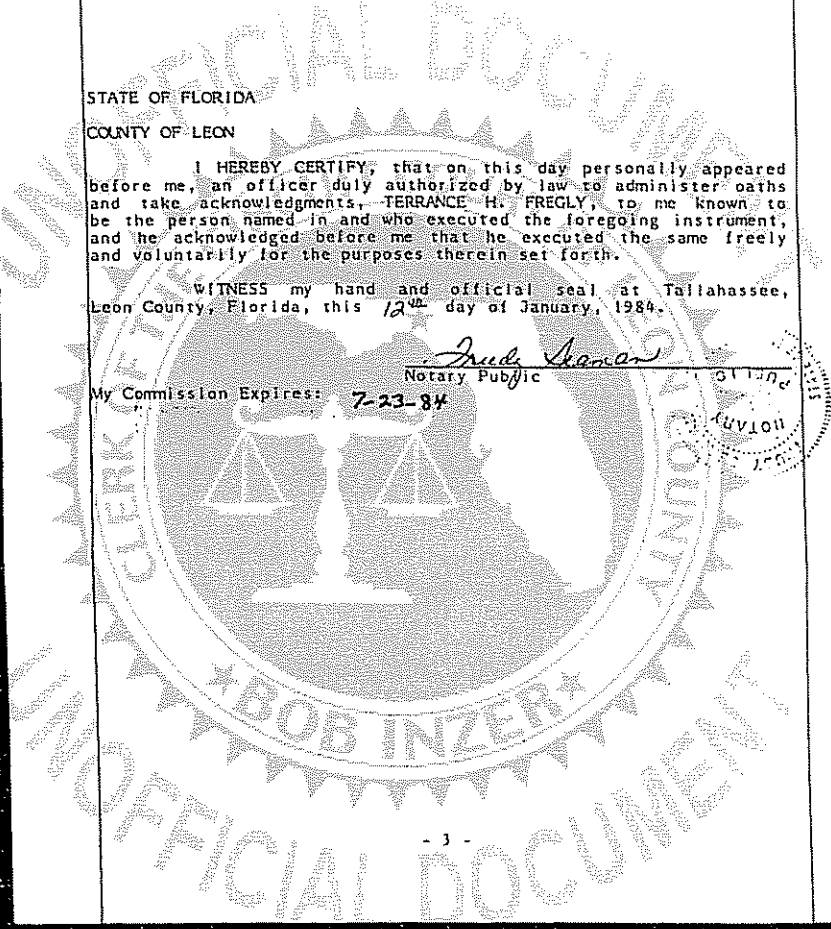
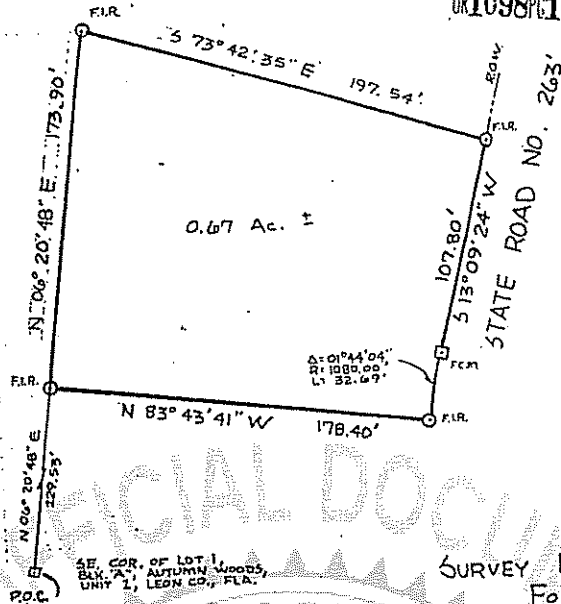


EXHIBIT A

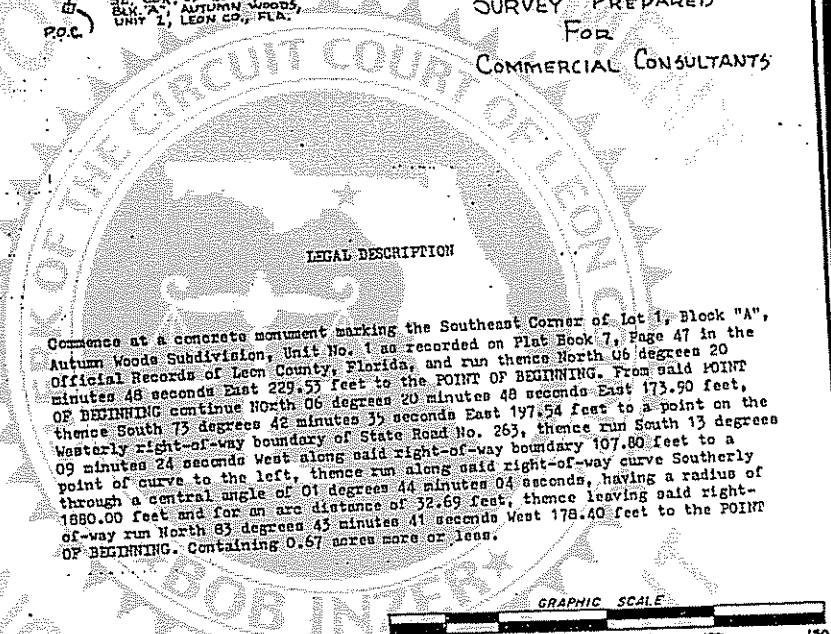
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SCALE: 1" = 50'

BEARING BASE - EAST BOUNDARY OF PROPERTY DESCRIBED IN OR 808, PG. 1236, LEON CO., FLA.

SURVEY PREPARED FOR COMMERCIAL CONSULTANTS



LEGAL DESCRIPTION

Commence at a concrete monument marking the Southeast Corner of Lot 1, Block "A", Autumn Woods Subdivision, Unit No. 1 as recorded on Plat Book 7, Page 47 in the Official Records of Leon County, Florida, and run thence North 06 degrees 20 minutes 48 seconds East 229.53 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 06 degrees 20 minutes 48 seconds East 173.90 feet, thence South 73 degrees 42 minutes 35 seconds East 197.54 feet to a point on the westerly right-of-way boundary of State Road No. 263, thence run South 13 degrees 09 minutes 24 seconds West along said right-of-way boundary 107.80 feet to a point of curve to the left, thence run along said right-of-way curve Southerly through a central angle of 01 degrees 44 minutes 04 seconds, having a radius of 1880.00 feet and for an arc distance of 32.69 feet, thence leaving said right-of-way run North 83 degrees 43 minutes 41 seconds West 178.40 feet to the POINT OF BEGINNING. Containing 0.67 acres more or less.



I HEREBY CERTIFY THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, ACCURATELY REPRESENTS LANDS SURVEYED AND THAT THE SURVEY DATA SHOWN HEREON CONFORMS WITH CHAPTER 21 HH-6.

Gary G. Allen
 GARY G. ALLEN
 FLA. RLS NO. 4016
 DATE 1-6-87

SURVEY BY:
GARY G. ALLEN
 3223 MAXWELL STREET
 TALLAHASSEE, FLORIDA
 PHONE (904) 878-4380

JOB NO. 171
 FIELDBOOK:

PHONE (904) 878-4380