

OFF REC 967 PAGE 1128

RESTRICTIVE COVENANTS ON BUTLER FOREST, A SUBDIVISION OF LOTS 404 AND 413 IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, AS SHOWN BY MAP OR PLAT OF THE FLORIDA PECAN ENDOWMENT COMPANY, RECORDED IN PLAT BOOK 1, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

KNOW ALL MEN BY THESE PRESENTS:

That Sundance Construction Company of Tallahassee, Inc., a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, as Covenantor and owner in fee simple of Butler Forest, a Subdivision of Lots 404 and 413 in Section 10, Township 1 North, Range 1 West, as shown by map or plat of the Florida Pecan Endowment Company, recorded in Plat Book 1, Pages 4 and 5 of the public records of Leon County, Florida, does hereby impose upon the said lands hereinabove described the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under it until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

If the party hereto, or its grantees, successors or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm or corporation, owning any real property situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenants and intervening to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall remain in full force and effect.

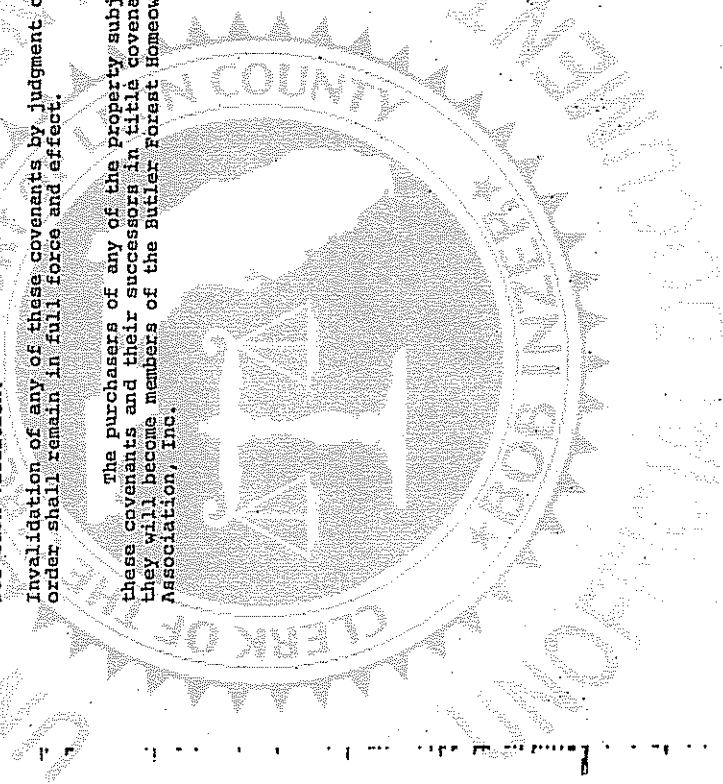
The purchasers of any of the property subject to these covenants and their successors in title covenant that they will become members of the Butler Forest Homeowners' Association, Inc.

510357

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.

AUG 8 4 44 PM 1980

AT THE TIME & DATE NOTED
FABL F. HARTSFIELD
CLERK OF CIRCUIT COURT



RESTRICTIVE COVENANTS

BUTLER FOREST

- a. No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than multi-family dwellings and private garages, which shall be of the same construction and exterior coverage as the main dwelling.
- b. All dwellings and other outbuildings shall be erected upon the premises facing the front of the building lot.
- c. No structure of a temporary character, trailer, mobile or modular home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except as allowed in the articles of incorporation.
- d. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become any annoyance or nuisance to the neighborhood.
- e. 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. Animals must be confined to owner's property unless accompanied by owner.
- f. No dwelling shall be constructed upon said property which shall contain less than 1,300 square feet of heated floor area.
- g. 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 for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- h. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary enclosed containers. All receptacles for trash, garbage or other waste shall be located in the rear of the primary dwelling and may not remain in front of the dwelling or along the front lot line for a period of time in excess of 1 day.
- i. There shall be off-street parking facilities for not less than 1 automobiles on each lot.
- j. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration in appearance and decor be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of the developer until such time as ninety percent (90%) of the lots in the development are sold and thereafter the committee shall be composed of one (1) representative appointed by the developer and two (2) representatives appointed by the homeowners. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specification and lot-grading

and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous lands. Such building plans and specifications shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawing of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

k. No lot shall be subdivided.

l. Unless the prior approval of the Architectural Control Committee has been obtained, no window air-conditioning units shall be installed in any side of a building which faces a street.

m. Mail boxes or paper boxes or other receptacles for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot in the size, location, design and type of material for said boxes or receptacles as required by the United States Post Office Master.

n. Television antennas shall not be permitted.

o. Property Rights in the Common Properties.

Section 1. Lot owners' easements of enjoyment. Every lot owner shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Homeowners Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than January 1, 1985.

Section 3. Extent of Lot Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Homeowners Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any lot owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(b) the right of the Association to charge reasonable maintenance fee for the use of the Common Properties; and,

(c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the lot owners, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by lot owners entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose of condition, and unless written

notice of the proposed agreement and action thereunder is sent to every lot owner at least ninety (90) days in advance of any action taken.

p. Creation of the Lien and Personal Obligation of Assessments. The Developer for each lot owned by him within the Properties hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereof and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

q. All grounds and structures shall be maintained in a neat and orderly manner.

IN WITNESS WHEREOF, Sundance Construction Company of Tallahassee, Inc. has set its hand and seal as of this 8th day of August, 1980.

Signed, Sealed and Delivered in the presence of:

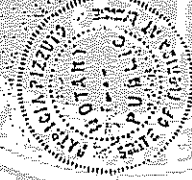
Joseph W. Callahan
W. J. Long

By *Stephen W. Hembree*
Stephen W. Hembree, President

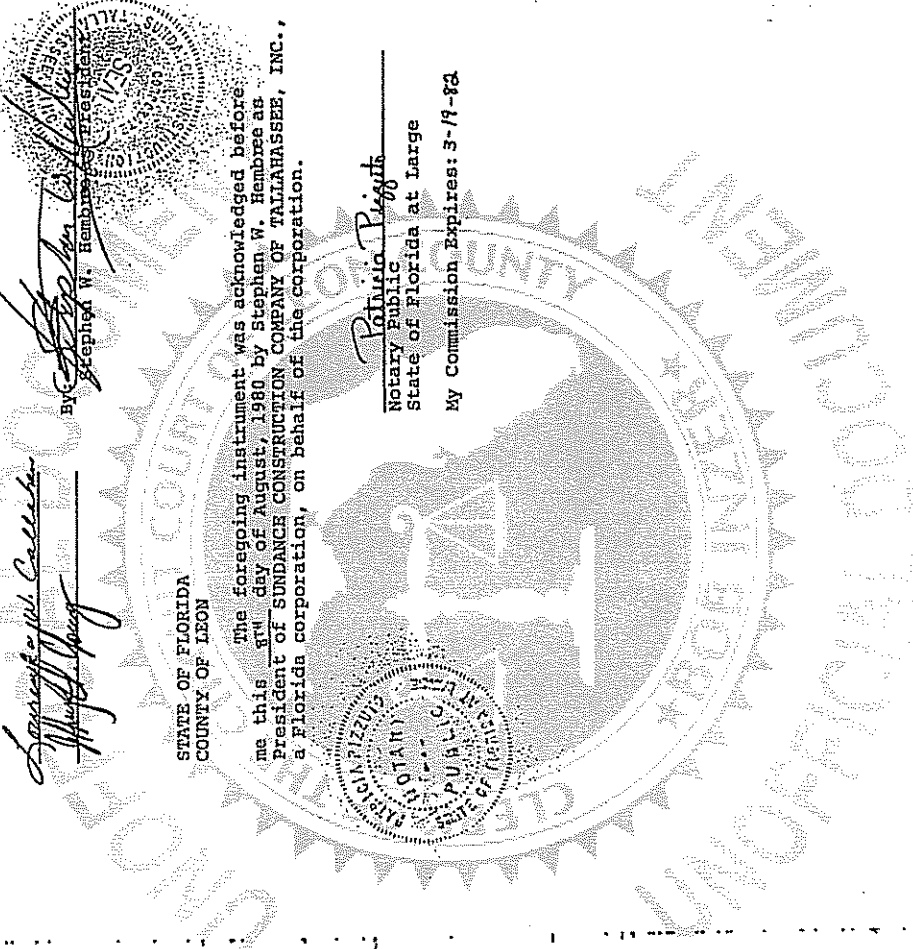
SUNDANCE CONSTRUCTION COMPANY OF TALLAHASSEE, INC.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of August, 1980 by Stephen W. Hembree as President of SUNDANCE CONSTRUCTION COMPANY OF TALLAHASSEE, INC., a Florida corporation, on behalf of the corporation.



Patricia P. Light
Notary Public
State of Florida at Large
My Commission Expires: 3-19-82



00122442150

PARTY WALL AGREEMENT

783137

RECORDED IN THE PUBLIC
OFFICE OF RECORDS TO THE

SEP 16 3 54 PM '86

This Agreement made this 15 day of September, 1986,
between PATRICIA J. ALLEN, a single woman, and KATHERINE M.
NORDSIECK, a single woman. and

WHEREAS, PATRICIA J. ALLEN
are the owners in fee simple of The West 1/4 of Lot 17, Block "A"
Butler Forest and KATHERINE M. NORDSIECK
are the owners in fee simple of East 1/4 of Lot 17
Block "A", Butler Forest

_____ and
WHEREAS, the parties hereto are desirous of imposing the restrictions
hereinafter set forth on said property to regulate and govern party walls
which are common to said units,

WITNESSETH: for and in consideration of the premises and other good and
valuable considerations, the parties hereto do hereby impose the hereafter
described Party Wall Agreement for the purpose of protecting the value of and
desirability of and which shall run with, the real property and be binding
on all parties having any right, title or interest in the described properties
or any part thereof, their heirs, successors and assigns, said Unit 17-A
and 17-B _____ being described in Exhibit "A" attached hereto.

SECTION 1. General Rules of Law to Apply. Each wall is built as a
part of the original construction of the homes upon the properties and placed
on the dividing line between the lots shall constitute a party wall, and,
to the extent not inconsistent with the provisions of this article, the
general rules of law regarding party walls and liability for property damage
due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair & Maintenance. The cost of reasonable repair
and maintenance of a party wall shall be shared by the owners who make use of the
wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is
destroyed or damaged by fire or other casualty, any owner who has used the wall
may restore it, and if the other owners thereafter make use of the wall, they
shall contribute to the cost of restoration thereof in proportion to such use
without prejudice. However, to the right of any such owners to call for a larger

This instrument prepared by:
Patricia J. Allen
2081 Shangri-La Lane
Tallahassee, FL 32303

DR1224102151

contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Waiver/proofing. Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the parties hereby have caused these present to be signed as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Edward P. Adam

Patricia J. Allen
Patricia J. Allen

Edward P. Adam

Katherine M. Nordsieck
Katherine M. Nordsieck

Edward P. Adam

Edward P. Adam

Edward P. Adam

Edward P. Adam

Edward P. Adam

Edward P. Adam

STATE OF FLORIDA,
COUNTY OF LEON.

Sworn to and subscribed before me this 15 day of September, 1986, by a Notary Public within and for County and State, personally appeared Patricia J. Allen and Katherine M. Nordsieck to me known as the persons described herein. Edward P. Adam

Notary Public

My Commission Expires: 10/17/88

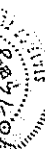


Exhibit "A"

00122462152

20811 Shangri-La Lane
Lot 17-A, Shangri-La

Commence at a concrete monument marking the Northeast corner of Lot 113 of the Plantation of the Florida Pecon Endowment Company, as recorded in Plat Book 1, Page 2, of the Public Records of Leon County, Florida, and run South 00 degrees 56 minutes 50 seconds East 335.96 feet to a concrete monument marking the Southeast corner of said Lot, thence South 89 degrees 07 minutes 16 seconds West along the South boundary of said Lots 113 and 104 of said Plantation a distance of 837.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue

thence South 89 degrees 07 minutes 16 seconds West along said South boundary of Lot 104 a distance of 46.85 feet, thence North 00 degrees 26 minutes 21 seconds West 168.44 feet, thence North 89 degrees 07 minutes 06 seconds East along the centerline of a proposed roadway 46.85 feet, thence South 00 degrees 26 minutes 21 seconds East 168.44 feet to the POINT OF BEGINNING

Containing 0.18 acre, more or less, and lying in Section 10, Township 1 North, Range 1 West, Leon County, Florida. BEGINNING, however, a roadway easement and a utility easement.

20911 Shangri-La Lane
Lot 17-B, SHANGRI-LA

Commence at a concrete monument marking the Northeast corner of Lot 413 of the Plantation of the Florida Pecon Endowment Company, as recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, and run South 00 degrees 58 minutes 30 seconds East 335.96 feet to a concrete monument marking the Southeast corner of said Lot, thence South 89 degrees 07 minutes 16 seconds West along the South boundary of said Lot 413 and Lot 404 of said Plantation, a distance of 790.41 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 07 minutes 16 seconds West along said South boundary of Lot 404 a distance of 46.84 feet, thence North 00 degrees 26 minutes 21 seconds West 168.44 feet, thence North 89 degrees 09 minutes 06 seconds East along the centerline of a proposed roadway 46.84 feet, thence South 00 degrees 26 minutes 21 seconds East 168.44 feet to the POINT OF BEGINNING, containing 0.18 acre, more or less, and lying in Section 10, Township 1 North, Range 1 West, Leon County, Florida.

BEGINNING, HOWEVER, a roadway easement and a utility easement.

TOGETHER WITH AND SUBJECT TO the certain easement for ingress and egress, as recorded in Official Records Book 367, Page 1157, Public Records of Leon County, Florida.

RECORDING NOTICE

Document legibility unsatisfactory
for clear reproduction in the public
records.