

DECLARATION OF PROTECTIVE COVENANTS FOR DEER RUN

THIS Declaration of Protective Covenants for Deer Run, made, entered into and published on this 12TH day of OCTOBER, 1978, by George S. Taff and Betty E. Taff, his wife, and Thomas E. Rowell, Jr. and Amelia W. Rowell, his wife, hereinafter referred to as the "Developers,"

W I T N E S S E T H

WHEREAS, the Developers are the owners of that certain subdivision known as DEER RUN, the plat thereof having been recorded NOVEMBER 2, 1978, in Plat Book 2 at Page 25 of the Public Records of Wakulla County, Florida; and,

WHEREAS, the Developers desire to provide for the preservation of the values and amenities within said subdivision, and it is in the interest and to the benefit and advantage of the Developers and to each and every party who shall hereafter purchase any lot in said subdivision that certain protective covenants and restrictions governing and regulating the use and occupancy of said lots 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 the Developers and by each and every subsequent owner of any lots within said subdivision, the Developers do hereby establish, promulgate and declare the following protective covenants and restrictions, which are hereby applied to and imposed upon all lots in DEER RUN and to all persons owning said lots, or any of them, now or hereafter claiming by, through or under the Developers. These protective and restrictive covenants shall become effective immediately, shall run with the land and shall inure to the benefit of and be enforceable by the Developers and all persons claiming under them:

1. LAND USE AND BUILDING TYPE. All lots shall be used solely 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 three cars. At no time and under no circumstances may a trailer or mobile home of any style, type or condition be placed on any of these lots.

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 harmony of external design with existing structures, location with respect to topography and finish grade elevation, and proposed quality of workmanship and materials. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 13 below.

3. SET BACK LINES. No building shall be located on any lot nearer than 15 feet to any side street line, nor nearer than 5 feet to one interior lot line and 5 feet to the other, being a total of 10 feet to any side lot line. If a residence building shall be erected on more than one lot by a person owning the several lots, then the restrictions contained in this paragraph shall apply to the composite of the lots.

4. MINIMUM SIZE. No residence shall be erected or allowed to occupy any portion of any lot of said subdivision unless the heated area of the main structure, exclusive of one-story open porches and garages, shall contain at least 800 square feet.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum building setback line of having an area of less than 10,000 square feet; provided, however, that this restriction shall not prevent any dwelling from being built on more than one lot as shown on the recorded plat, but no lot so shown shall be subdivided to secure more than one building lot.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, and nothing shall 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 or other outbuilding shall be used as a residence either temporarily or permanently on any lot at any time.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

11. 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 clean and sanitary condition.

12. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wakulla County Health Department and any other governmental agency having jurisdiction thereof. Approval of such systems as installed shall be obtained from such authority or authorities.

13. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee shall be composed of two (or at the option of the committee, more than two) members, who may designate a representative to act for the committee. In the event of the death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The developers shall constitute the initial membership of the committee.

b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, approval will not be required.

14. TERM. These covenants are to run with the land and shall inure to the benefit of and be binding upon all parties and all persons claiming under them for a period of fifty 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 is recorded, changing said covenants in whole or in part.

15. ENFORCEMENT. In addition to all other remedies, enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, and the expense of enforcement shall be borne by the owner of the property in violation of these covenants.

16. SEVERABILITY. Invalidation 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.

17. AMBIGUITIES. In the event that a minor violation of any of these restrictions shall inadvertently occur, which said minor violation shall not be of such a nature as to defeat the intent and purpose of these covenants, the Developers reserve the right to waive such minor violation for a period of ten years from and after this date, or until the Developers have divested themselves of title to all platted lots within the subdivision, whichever shall be the last to occur. From and after that event, such waivers shall lie within the discretion of the architectural committee.

IN WITNESS WHEREOF, The Developers have hereunto set their hands and seals this 12 day of OCTOBER, 1978.

Signed, Sealed and Delivered in the Presence of

George S. Taff
Betty E. Taff
Stene C. Spears
Jan Graham

George S. Taff (SEAL)
Betty E. Taff (SEAL)
Thomas E. Rowell, Jr. (SEAL)
Amelia W. Rowell (SEAL)

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 12th day of October, 1978 by George S. Taff and Betty E. Taff, his wife.

David H. Moore
Notary Public
Commission Expires: 7/68
Notary Public, State of Florida at Large
My Commission Expires March 7, 1978
Bonded By American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing instrument was acknowledged before me this 12 day of OCTOBER, 1978 by Thomas E. Rowell, Jr. and Amelia W. Rowell, his wife.

Stene C. Spears
Notary Public
Commission Expires: 11/78
Notary Public, State of Florida at Large
My Commission Expires Nov. 27, 1981
Bonded By American Fire & Casualty Company

RECORDED
AT THE DATE ENTERED
1570 NOV 29 AM 11:30
CARLTON LUGNER
CLERK, CIRCUIT COURT
WAKULLA COUNTY, FLORIDA

40075

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
DEER RUN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, who are the legal owners of all land in the Subdivision of Deer Run as shown by plat thereof recorded on Page 25 of Plat Book 2 of the Public Records of Wakulla County, Florida, do hereby agree to modify and change the Restrictions pertaining to said Subdivision as shown by Declaration of Protective Covenants for Deer Run of record in Official Record Book 66, Page 142 of the Public Records of Wakulla County, Florida.

WHEREAS, it is the intention of the undersigned owners to change the language of Restriction No. 1 LAND USE AND BUILDING TYPE to read as follows:

1. LAND USE AND BUILDING TYPE: All lots shall be used solely 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 three cars. No Mobile Home shall be placed on any lot unless said mobile home is at least fifty (50) feet in length and twelve (12) feet in width. No more than one mobile home shall be placed upon a lot. No mobile home shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this Covenant to prohibit the placing of any homemade mobile home on any of the aforesaid lots. All mobile homes shall have a decorative type skirting so that the undercarriage and wheels are covered and not visible. The decorative type skirting shall be erected on all sides of the mobile home on a foundation and will be a minimum height from the ground to the bottom edge of the mobile home. All mobile home hitches shall be removed when the mobile home is placed on the lot. All carport and porch plans shall comply with Restriction No. 2. Decorative type skirting material shall be subject to approval by the Architectural Control Committee also.

WHEREAS, it is the intention of the undersigned owners that all other restrictions set forth in the Declaration of Covenants of Deer Run Subdivision shall remain in full force.

IN WITNESS WHEREOF, all said owners have hereunto set their hands and seals this 21st day of January, 1982. A.D.

Signed, Sealed and Delivered
in the presence of

[Handwritten signatures]

[Handwritten signatures]

[Handwritten signature] (SEAL)
George S. Taff

[Handwritten signature] (SEAL)
Betty E. Taff

[Handwritten signature] (SEAL)
Thomas E. Rowell, Jr.

[Handwritten signature] (SEAL)
Arelia W. Rowell

Signed, Sealed and Delivered
in the presence of:

Barbara J. Whiteside
Merilyn J. Sellers
William J. Sellers

LeRoy E. Jodarski (SEAL)
LeRoy E. Jodarski

Helen M. Jodarski (SEAL)
Helen M. Jodarski

Barbara J. Whiteside
Merilyn J. Sellers
Barbara J. Whiteside

Vernon J. Jodarski (SEAL)
Vernon J. Jodarski

Patricia A. Jodarski (SEAL)
Patricia A. Jodarski

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
26th day of January, 1982 by George S. Taff and Betty
his wife.

David L. [Signature]
Notary Public State of Florida
Commission Expires: 11-11-82
Notary Public, State of Florida
My Commission Expires March 11, 1982
Bonded Three Year Term - \$100,000.00

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing instrument was acknowledged before me this
21 day of January, 1982 by Thomas E. Rowell, Jr. and Amelia
Rowell, his wife.

Edythe M. [Signature]
Notary Public State of Florida
Commission Expires: 1-1-83
Notary Public, State of Florida
My Commission Expires 1-1-83
Bonded Three Year Term - \$100,000.00

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this
22nd day of January, 1982 by LeRoy E. Jodarski and Helen M.
Jodarski, his wife.

Merilyn J. [Signature]
Notary Public State of Florida
Commission Expires: 1-1-83
Notary Public, State of Florida
My Commission Expires 1-1-83
Bonded Three Year Term - \$100,000.00

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this
22nd day of January, 1982 by Vernon J. Jodarski and Patricia A.
Jodarski, his wife.

Patricia A. [Signature]
Notary Public State of Florida
Commission Expires: 1-1-83
Notary Public, State of Florida
My Commission Expires 1-1-83
Bonded Three Year Term - \$100,000.00

NOTARY PUBLIC
STATE OF FLORIDA
TALLAHASSEE
COUNTY OF LEON
BELLARS

REC- 88 REG 847