

DECLARATION OF
RESTRICTIVE COVENANTS
FOR
DEER CREEK SUBDIVISION, UNIT II

To all future owners of lots in DEER CREEK SUBDIVISION, UNIT II, Gadsden County, Florida:

WHEREAS, B. P., Inc., of Tallahassee, a Florida corporation, is the owner and developer of certain lands situated in Gadsden County, Florida, and known and designated as DEER CREEK SUBDIVISION, UNIT II, a subdivision platted and recorded in the public records of Gadsden County at Plat Book 2, page 19, more specifically described as follows:

Commence at a concrete monument (Found) marking the Southwest corner of said Section 2, Township-2-North, Range-2-West; Thence North 88°02'49" East, along the South boundary of said Section 2, a distance of 1166.69 feet to an iron pipe (set) marking the Southwest corner of a 60.00 foot graded roadway as described in Official Record Book 235, Page 530 of the Public Records of said County and known as "Tyre Road"; Thence North 01°38'18" East, along the western right-of-way boundary of said 60.00 foot roadway, 999.82 feet to an iron pipe (set) in the center of a branch (flows easterly) and marking the POINT OF BEGINNING. From said POINT OF BEGINNING, Thence continue North 01°38'18" East, along said western right-of-way boundary, 389.84 feet to a concrete monument (found); Thence continue North 01°38'18" East, along said western right-of-way boundary, 1293.56 feet to a concrete monument (set) on the centerline of a 100.00 foot powerline easement as described in Deed Book 92, Page 82 of said Public Records; Thence North 82°54'45" West, along said center line, 1262.06 feet to a concrete monument (set) on the western boundary of said Section 2; Thence South 02°00'00" West, along said western boundary, 99.48 feet to a concrete monument (set) marking the west quarter corner of said Section 2; Thence South 00°16'17" East, along said western boundary, 1731.58 feet to a concrete monument (set); Thence East 50.97 feet to an iron pipe (set) in the head of said branch; Thence along said branch as follows: Thence South 57°15'40" East 277.44 feet to an iron pipe (set); Thence North 46°16'20" East 111.89 feet to an iron pipe (set); Thence South 78°34'30" East 139.41 feet to an iron pipe (set); Thence North 52°07'00" East 58.45 feet to an iron pipe

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(set); Thence South 89°16'40" East 174.28 feet to an iron pipe (set); Thence North 38°04'30" East 75.60 feet to an iron pipe (set); Thence South 83°54'30" East 52.25 feet to an iron pipe (set); Thence North 72°19'00" East 117.95 feet to an iron pipe (set); Thence South 83°03'40" East 108.66 feet to an iron pipe (set); Thence South 70°10'20" East 45.54 feet to an iron pipe (set); Thence North 63°56'20" East 45.09 feet to an iron pipe (set); Thence South 73°42'49" East 78.25 feet to the POINT OF BEGINNING.

CONTAINING: 50.67 acres, more or less.

;and

WHEREAS, B. P., Inc., of Tallahassee, desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of campsites within DEER CREEK SUBDIVISION, UNIT II;

NOW, THEREFORE, there are created, declared and established in DEER CREEK SUBDIVISION, Gadsden County, Florida, the following restrictive covenants, easements, reservations, and requirements upon the lands within that subdivision, which shall run with the land and remain in full force and effect as provided for herein.

1. Mobile or modular homes shall be allowed for residential purposes only; provided, however, that such homes shall have been manufactured since 1974, or, if manufactured prior to that time, must be approved by the Board of Directors (hereinafter referred to as Board) of DEER CREEK be not less than 12' x 50', well maintained and skirted between the floor and ground level. No other 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.

2. The lot described herein may be used for one detached single-family dwelling or residential duplex and a private garage, storage building or barn. Lot may be subdivided but no lot can be subdivided so as to contain less than one acre in either parcel.

3. No dwelling shall be constructed on said property which shall contain less than 1,000 square feet. No dwelling shall be erected nearer than 35 feet from the front right-of-way easement line. No dwelling shall be erected nearer than 15 feet from any rear or side lot line. No other structures on said lot may be erected nearer than 15 feet of any lot line.

4. 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 an annoyance or nuisance to the neighborhood. The determination as to whether an activity shall be noxious or offensive or constitute an annoyance or nuisance shall be that of the Board in its sole discretion. Should the Board determine that any activity violates this restrictive covenant, it shall give the property owner notice of its determination, and the property owner shall then have 20 days within which to remove such noxious or offensive activity or to remedy such annoyance or nuisance. Failure of the property owner to undertake such remedial action shall subject him to remedies provided in paragraph 12 hereof.

5. No hogs or poultry of any kind shall be raised, bred or kept on any lot. Cows and horses are permitted provided they do not become a nuisance. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

6. No building or other structure shall be commenced, erected or maintained upon any lot nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the shape, height, materials and location of same shall have been submitted to and approved in writing by an architectural control committee appointed by the developer. The architectural control committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications. Barns and workshops are permitted provided they are located in rear of property and have been approved by the architectural control committee.

7. The owner of any lot, by acceptance of a deed therefore, shall be deemed to covenant and agree to pay assessments, which shall be used exclusively for the maintenance and improvement of the private roadways within the development known as DEER CREEK. The assessment may be modified or terminated by the vote of the owners of lots in the development and shall be divided equally among said lots. The assessments, together with such interest and costs of collection as are hereinafter provided, shall be a charge on the land described herein and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and costs of collection as is herein provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and notice thereof shall be provided the property owner. The assessment shall, together with interest and costs of collection, become a continuing lien on the property which will bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or at the highest rate allowed by law, and the remaining property owners may bring an action at law against the owner personally obligated to pay the same and foreclose the lien against the property. There shall be added to the amount of such assessments, interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of the time any such first mortgage is executed or recorded.

8. The developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants or restrictions applicable to the said land which do not lower

standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. Provided, however, that such waiver of amendment may be exercised by the developer only prior to the sale of said lot initially by the developer. The developer shall cause any amendments to these covenants and restrictions to be placed in the official records of Gadsden County.

9. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots sold by the owners from the owners' original tract has been recorded, agreeing to change the covenants in whole or in part.

10. Whenever notice is required to be given pursuant to these restrictive covenants, it shall be done by certified mail, return receipt requested, to the address of the lot owner as is shown on the current real property ad valorem tax roll for Gadsden County, Florida.

11. Invalidation of any of these covenants shall not in any way affect any of the covenants contained herein.

12. These restrictions are for the benefit of any and may be enforced by any homesite owner or the developer by injunction or by any other lawful means.

MADE AND EXECUTED this 15th day of July, 1983.

B. P., INC., OF TALLAHASSEE

BY: Jimmy G. Petrendis
President

(Corporate Seal)

834224

Executed in the presence of:

Franklin Mitchell
Judith L. McVicker

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REC. WAYNE HANNA, CLERK
GADSDEN CO., FLORIDA

State of Florida)
County of Leon) ss.

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Sworn to and subscribed before me this 15th day of July 1982, by Jimmy G. Petrendis

Judith L. McVicker
NOTARY PUBLIC

My commission expires:

Prepared by: Michael Egan, Esquire
ROBERTS, EGAN & ROUTA, P. A.
217 South Adams Street
Tallahassee, Florida 32301