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DECLARATION OF COVENANTS AND RESTRICTIONS

FOX RUN SUBDIVISION

MAY 12 1999

BRENT X. THURMOND CLERK  
CO:WAKULLA ST:FL

PLANNING DEPARTMENT

This DECLARATION is made and executed this 12<sup>th</sup> day of May, 1999,  
by Eugene E. Cutchin, President of Gene Cutchin Construction, Inc. 2140 Crawfordville Hwy.,  
Crawfordville, FL 32327, hereinafter referred to as "Declarant."

WITNESETH

WHEREAS, Declarant is the legal owner of certain property located in Wakulla County, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and

WHEREAS, the Declarant has determined to develop said parcel of real estate into single family residential lots in a subdivision known as "Fox Run".

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are all for the purpose of protecting the value 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, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Fox Run Subdivision, as amended from time to time.

Section 2. "Association" shall mean and refer to Fox Run Homeowner's Association, it's successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

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Section 5. "Plat of Fox Run Subdivision" shall mean and refer to the plat of Fox Run Subdivision, a subdivision, to be recorded in the Public Records of Wakulla County, Florida.

Section 6. "Lot" shall mean and refer to each lot designated on the Plat of Fox Run Subdivision.

Section 7. "Declarant" shall mean and refer to Eugene E. Cutchin, President of Gene Cutchin Construction, Inc. referred to hereinabove, their successors and assigns.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. The Class A member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events:

- (a) When seventy-five percent (75%) of the Lots are owned by persons or entities other than the Declarant, or
- (b) Upon the expiration of five (5) years from the date of the recording of this Declaration, or
- (c) Upon the Declarant waiving in writing Declarant's rights as a Class B member.

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ARTICLE I V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the provision of Section 5 of this Article hereinafter, the Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessment charges, and (2) special assessments against individual Owners under Article XIII of this Declaration. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the entrance and school bus stop and for the exterior maintenance under Article XIII of this Declaration.

Section 3. Maximum Annual Assessment. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot. This assessment may be increased by a vote of the membership.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessment shall be for the calendar year beginning January 1 thru December 31. The due date of the annual assessment shall be March 1 of each year, with a 31 day grace period. At the end of the grace period, any assessment not paid shall bear interest at eighteen percent (18%) per annum.

Section 5. Obligations of Declarant. Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to any Lot owned by Declarant upon which a dwelling unit has been constructed and a Certificate of Occupancy by County governing authorities, has been issued, for the year following the year the Certificate of Occupancy is issued. Lots owned by Declarant shall be levied for the assessment for the year immediately following the year of construction of a dwelling.

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ARTICLE I V

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications and all reasonable detail shall have been submitted to and approved in writing by an Architectural Control Committee composed of two (2) or more representatives appointed by the Board of Directors of the Association. If the Architectural Control fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with. The initial Architectural Control Committee shall be Eugene E. Cutchin and Elma L. Cutchin who shall serve until all Lots are sold and transferred by Declarant. With the exception of the initial members, each member of the Architectural Control Committee must be an Owner. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans, front, side and rear elevations.
- (2) Exterior finish showing material, style and color for all surfaces.
- (3) Site plan showing location of buildings, drive, parking areas, sidewalks and all other improvements.
- (4) Landscape Plan. Front yards shall be sodded to the pavement edge of the street unless this requirement shall be waived in writing by the Architectural Committee.

The purpose of this Article providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties.

ARTICLE V

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee.

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ARTICLE VI

SUBDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant.

ARTICLE VII

DWELLING SIZE

No dwelling shall be permitted smaller in size than 1,000 square feet of heated area. No mobile homes shall be placed on any Lot.

ARTICLE VIII

BUILDING, DRIVEWAY AND FENCE LOCATIONS

No dwelling shall be located on any lot nearer than Thirty-Five (35) feet to the front lot line; nearer than Twenty-Five (25) feet from the rear lot line nor nearer than Twenty-Five (25) feet from a dwelling on an adjacent lot. Each dwelling shall have a concrete driveway and a minimum of 5,000 square feet of sod. The front of the Lot shall be sodded to the edge of the street. No fence may be erected any nearer to the front of the Lot than the rear corners of the dwelling.

ARTICLE IX

NUISANCES

No noxious, offensive, immoral or illegal activity shall be carried on upon any Lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the neighborhood or to the general public.

ARTICLE X

ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided domestic dogs, cats or other household pets may be kept, provided they are not kept,

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bred or maintained for any commercial purpose, and provided further that no more than two such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further that the Owner shall maintain all such pets in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance, the owners of pets shall be responsible for removing from Lots any excrement from their pets. No dog pens are allowed. Pets shall at all times be: confined within the Owner's dwelling; securely on a leash; in a fenced back yard; or under strict voice control.

No garden area for crops or vegetables shall be any nearer to the front of the Lot than the rear of the dwelling.

#### ARTICLE X I

##### RADIO AND TELEVISION ANTENNA, AND SPORTS EQUIPMENT

No exterior radio, television or satellite dish antenna may be installed on any portion of the Properties unless such installation, location, size, color and design of the antenna have been approved by the Architectural Committee. Sports and play equipment such as basketball goals and playground equipment shall be located to the rear of the dwelling.

#### ARTICLE X I I

##### MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee.

#### ARTICLE X I I I

##### EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building located on the Lot in a neat and attractive condition. Lawns shall be mowed regularly and cleared of any unsightly objects. Where lots border drainage ditches, the Owner shall keep that area, including the slopes, mowed and maintained regularly. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with

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interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon such Lots between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE X I V

MOTOR VEHICLE, RECREATIONAL VEHICLE AND ACTIVITIES

No boat, trailer, motorcycle, motor home, camper, van, plane nor recreational vehicle may be parked or stored on any street nor any Lot except within an enclosed garage or in an area that is behind the rear corners of the dwelling, if the outside location has been approved by the Architectural Committee. No abandoned, unlicensed and/or inoperable vehicles will be kept on the Properties.

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized electric golf carts, for transportation.

ARTICLE X V

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained nor allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage and other waste shall not be allowed to be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street nor from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE X V I

AMENDMENT OF DECLARATION OF  
COVENANTS AND RESTRICTIONS

The Declarant reserves and shall have the sole right (a) to amend these covents and restrictions for the purpose of curing any ambiguity in or inconsistency between the provision contained herein, (b) to the extent the Declarant is the Owner of any part or parcel of the Properties, as to those parts or parcels, it may include in any contract or deed subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made, any additional covenants and restrictions applicable to the said Properties which do not lower standards of the covenants and restrictions herein contained.

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ARTICLE X V I I

ADDITIONAL COVENANTS AND RESTRICTIONS

The Declarant may impose any additional covenants or restrictions on all or any part of the Properties described in Exhibit "A" attached hereto.

ARTICLE X V I I I

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Development by Declarant. No provisions contained herein shall prevent Declarant or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office by Declarant or Declarant's assignees, including the use of the garage as a sales office thereby rendering the garage non-functional.

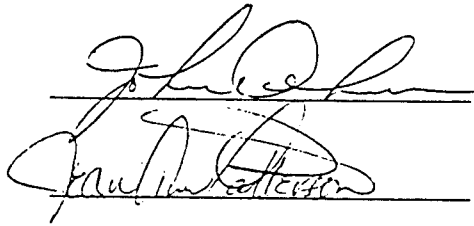
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Wakulla County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall affect the priority of the lien of the first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

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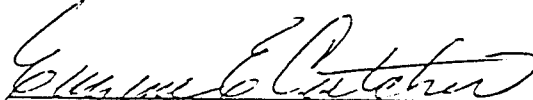
Section 4. Easements. The Declarant hereby reserves unto itself, its successors, legal representative and assigns, a perpetual, alienable and releasable easements, privileges and rights on, over and under the Properties to erect, maintain and use television cables, electric and telephone poles, wire, cables, conduits, drainage ditches, sewers, water mains and roads and suitable facilities for drainage purposes or for the conveyances and use of electricity, telephone, gas, water or other public conveyances or utilities on, in or over all easements reserved or shown on plat, together with the right of ingress and egress to and from the Properties affected by such easements. Declarant shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT  
HEREIN, HAS CAUSED THIS DECLARATION TO BE EXECUTED THE DAY AND YEAR  
FIRST WRITTEN ABOVE.

WITNESSES:




DECLARANT

  
Eugene E. Cutchin, President  
Gene Cutchin Construction, Inc.

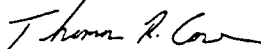
STATE OF FLORIDA

COUNTY OF WAKULLA

The foregoing instrument was acknowledged before me this 12 day of  
May, 1999, by Eugene E. Cutchin as President of Gene Cutchin Construction, Inc., who  
is personally known to me.

 Thomas Ryan Core  
My Commission CC817222  
Expires March 14, 2003

Notary Public



My Commission Expires: 3-14-2003

Prepared by:  
Elma L. Cutchin  
Gene Cutchin Construction, Inc.  
2140 Crawfordville Hwy.  
Crawfordville, FL 32327

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