

**DECLARATION OF COVENANTS &
RESTRICTIONS FOR SUBDIVISION OF
DEER TRAIL ACRES**

STATE OF FLORIDA
COUNTY OF WAKULLA

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants & Restrictions, Made and entered into on this 1st day of December, 2002. By Penny McKinney, Michael V. Harbin, & John T. Sewell jr. - herein after referred to as the "Developer".

ARTICLE I

DEDICATION

SECTION 1. Dedication: Declarant dedicates the lands as shown on the plat attached hereto as Exhibit "A", as a subdivision, which shall be called "Deer Trail Acres". These lands consist of 10 lots, common area, & roadway.

ARTICLE II

DESCRIPTION

SECTION 2. Description: The particular description of the lands embraced within the subdivision "Deer Trail Acres" and within the terms and provisions of the declaration is attached and incorporated herein as Exhibit "A" and Exhibit "B".

ARTICLE III

ASSOCIATION

Membership in Association; Voting Rights

SECTION 1. Every owner of a lot shall be a member of the DEER TRAIL ACRES Homeowners Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

SECTION 2. Members shall all be owners and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall

ARTICLE V

ASSESSMENTS

SECTION 1. LIEN & PERSONAL OBLIGATION OF ASSESSMENTS. Declarant Covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the Association one (1) annual assessment of \$150.00 per year. Such assessment will be established and collected as herein provided. The annual assessment, together with interest, costs and reasonable attorney fees, shall be a charge on the land and continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessment levied by the Association shall be used exclusively to maintain common areas, easements, and roadways & to promote the health, safety, welfare, and recreation of the residents of the subdivision.

SECTION 3. ASSESSMENTS: The owners of property within DEER TRAIL ACRES subdivision shall be assessed a yearly assessment of \$150.00. Annual dues shall become due and payable the 1st day of October each year.

SECTION 4. SUBORDINATION OF ASSESSMENT OF LIEN TO MORTGAGES: The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The developer reserves and shall have the sole right to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and 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 restrictions and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to

be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE IV

GENERAL PROVISIONS

SECTION 1. Duration: The Covenants & Restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Developer, its respective legal representatives, heirs, successors, and its respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the public records of Wakulla County, Florida, at the time of such mailing.

SECTION 3. Enforcement: Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and any failure by any Owner or Developer to enforce any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and any failure by any Owner or Developer to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Severability: Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force, etc... and effect.

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DC, Brent Thurmond, WAKULLA County B:489 P:219

be a minor or insubstantial violation.

ARTICLE VII

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the subdivision known as DEER TRAIL ACRES.

ARTICLE VIII

RESERVATIONS, RESTRICTIONS AND COVENANTS

The parties declare that the land, shown on the survey, is held and shall be conveyed subject to the reservations, restrictions and covenants set forth herein.

ARTICLE IX

LAND USE AND BUILDING TYPE

SECTION 1. PERMITTED USES: No building shall be erected, altered, placed, or permitted to remain on any lot other than one site built single-family dwelling and necessary outbuildings (sheds, barns, etc...). Plans must be submitted for approval of the architectural review committee.

No mobile homes, manufactured, modular or prefab homes will be permitted. Lots 1 through 5 shall have a minimum of 1450 heated and cooled square feet. Lots 6 through 10 shall have a minimum of 1150 heated and cooled square feet. All homes must meet the Wakulla County codes and written approval from the architectural review committee. For the purpose of this covenant, eaves, porches, and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications must be completed in accordance with said plans and specifications within one (1) year after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

SECTION 2. SETBACKS: No building shall be closer than seventy five (75) feet to a front, side, or back property line.

ARTICLE X

No outdoor toilette may be maintained on said property, and no septic tank may be constructed without complying with the regulations of the Wakulla County Health Department or other appropriate governmental agency (except during construction of the SFD when use of portable toilet shall be required).

No trash or debris may be placed on dumped into the common area, nor will junk piles, junk, disabled vehicles or other unsightly debris (such as scraps, leaves, limbs, rubbish or other waste), be permitted or maintained in the subdivision.

Trash or debris shall not be allowed to accumulate on any property, and shall not be kept except in sanitary containers in such a manner as approved by the Architectural Review Committee. All equipment for storage/disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or neighboring property. With the exception of pick-up days.

No noxious or offensive activity shall be carried out upon a lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE XI

MOTORIZED VEHICLES

All motorized vehicles operating within the area must be properly muffled so as to eliminate noise, which might be offensive to others.

All vehicles operated in the area are subject to speed limit signs posted in the subdivision. Recreational vehicles are permitted so long as posted speed limits are obeyed and vehicles are driven responsibly and with conscious respect of others.

ARTICLE XII

ANIMALS & LIVESTOCK

No commercial breeding of swine or cattle shall be permitted. Dogs, cats, horses and other household/family animals are permitted so long as they are contained to lot and kept responsibly. Pets may not be permitted to run free and shall be restrained by leash, fence, or voice command at all times.

ARTICLE XIII

TREE CONSERVATION

Trees of greater than five (5) inches in diameter shall be conserved where possible except within the four corners of all buildings plus 10 feet on each side, within the drive right-of-way and within utility.

ARTICLE XV

RIGHT TO ENFORCE

The restrictions set forth herein shall run with the land and bind the parties and their successors and assigns, and all parties claiming by, through or under the parties shall be taken to hold, agree and covenant with the parties, their successors and assigns and with each of them to conform to and observe the restrictions as to the use of the lots and the construction of improvements thereon. The owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions, in addition to ordinary legal actions for damages, and failure of the parties or owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions hereon set forth at the time of its violation shall in no event, be deemed to be a waiver or a right to do so thereafter.

Executed at _____ on _____ 2002

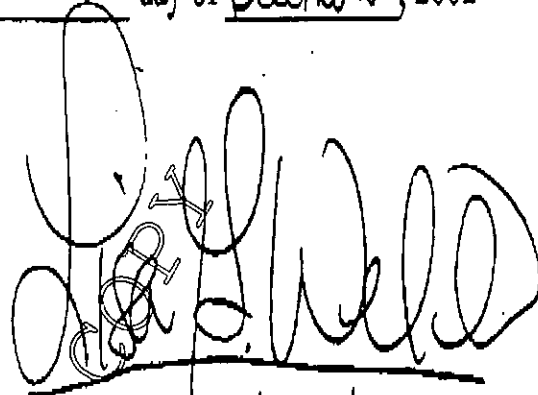
Deano DeBeas
Witness

Misty U Saff
Witness

Penny McKinney
[Signature]
John T. Sweet Jr.

STATE OF FLORIDA,
COUNTY OF WAKULLA,

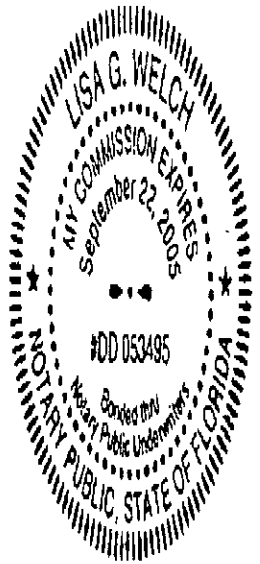
The foregoing Declaration of Restrictive Covenants of Deer Trail
Acres, was acknowledged before me by Penny McKinney, Michael V
Harbin and Johnny T Sewell on this 1st day of December, 2002



Lisa G. Welch

Notary Public:

my Commission Expires:



UNOFFICIAL

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