

THIS INSTRUMENT PREPARED BY:
JOHN H. PARKER, III
SUWANNEE VALLEY TITLE SERVICES, INC.
POST OFFICE BOX 1563
LIVE OAK, FLORIDA 32064

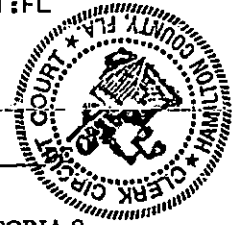
FL# 200027646 B 625 P 433
REC NO. 09622945887

FILED AND RECORDED
DATE 08/17/2006 TM 01:02

GREG GODWIN CLERK
CO:HAMILTON ST:FL

RESTRICTIVE AND PROTECTIVE COVENANTS
OF DEER RUN

RECORD VERIFIED
BY F. O. Bass



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DAVID A. SCHILLER, d/b/a D & B HOLDINGS LLC., and VICTORIA S.

SCHILLER, his wife, are the owners and developers, hereinafter referred to as "Developer", of the real property situated in Hamilton County, Florida, particularly described as follows, to-wit:

The SW 1/4 of the SE 1/4 of Section 4, Township 1 North, Range 11 East, Hamilton County, Florida, LESS AND EXCEPT that portion lying in County Road No. 143, being more particularly described as follows: FOR POINT OF BEGINNING, commence at the Northwest corner of said SW 1/4 of the SE 1/4, and run thence North 89°44'39" East, along the North line of said SW 1/4 of the SE 1/4, a distance of 1316.79 feet to the Northeast corner of said SW 1/4 of the SE 1/4; thence run South 00°10'35" East, along the East line of said SW 1/4 of the SE 1/4, a distance of 710.05 feet to a point on the West right of way line of County Road No. 143, said point being in a curve concaved Southeasterly having a radius of 2914.79 feet; thence run along and around said curve and said West right of way line, a chord bearing and distance of South 03°25'59" West, 309.82 feet to the point of tangency of said curve; thence continue along said West right of way line, South 00°23'11" West a distance of 294.14 feet to the South line of said Section 4; thence run South 89°22'21" West, along said South line, a distance of 1276.16 feet to the Southwest corner of the SE 1/4 of said Section 4; thence run North 00°58'07" West, along the West line of said SE 1/4, a distance of 1321.72 feet to the POINT OF BEGINNING;

and said property has been subdivided and made into a subdivision known as "Deer Run", a plat thereof appearing of record in Plat Book 3, page 31, public records of Hamilton County, Florida; and

WHEREAS, the Developer desires that said property above described be made subject to reservations and restrictions for the mutual benefit and protection of Developer and persons and entities that may hereafter purchase or acquire any interest in said property or any portion thereof.

NOW, THEREFORE, in consideration of the premises, the Developer does hereby declare said property to be subject to the following restrictions, reservations and conditions and binding upon the Developer and each and every person and entity who shall or which shall hereafter become the owner of said property or any portion, lot or parcel thereof, and their heirs, grantees, successors and assigns, to-wit:

1. **RESIDENTIAL PURPOSES.** Each lot in Deer Run shall be used only for residential purposes, and no structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling. Detached buildings, such as private garages or storage buildings, may be erected on the premises for use only in connection with and to serve the

single-family dwelling. Such outbuildings shall be limited to a total number of two (2) for each lot and shall be located to the rear of the principal dwelling. No such outbuilding shall exceed more than 800 square feet.

2. FURTHER DIVISION AND SINGLE-FAMILY UTILIZATION. Not more than one (1) single-family dwelling may be erected on lots in Deer Run, nor shall any lots in the subdivision be in any manner divided or subdivided. No lot in Deer Run shall be used to provide ingress and/or egress to lands not a part of the plat of Deer Run.

3. TEMPORARY FACILITIES. Travel trailers, campers and motor homes shall not be used as living quarters on any lot.

4. MINIMUM SIZE OF RESIDENCE. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than one thousand five hundred (1,500) square feet.

5. SATELLITE DISHES. Satellite dishes and television towers shall be located to the rear of the principal dwelling.

6. MOBILE HOMES PROHIBITED. Mobile homes, trailers, modular homes or prefabricated mobile homes, shall not be permitted in Deer Run.

7. SETBACK ZONE OR INSULATION AREAS. No residence, structure or other improvements shall be erected or maintained on any of said lots nearer than seventy five (75) feet to the front lot line or side street line nor nearer than twenty-five (25) feet to the side or rear lot lines.

8. COMMERCIAL, NOXIOUS OR OFFENSIVE ACTIVITIES. No trade or business, with or without a license, nor any noxious or offensive activity shall be permitted upon the above described lands nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner or owners of any other property within the bounds of the subdivision.

9. ANIMALS. No cattle, donkeys, sheep, goats, poultry, fowl or other such animals shall be kept, housed, maintained or permitted to remain upon any lot or lots covered by these restrictions, excepting only household pets, reasonable in number. A lot owner may fence his land and graze and maintain horses thereon, reasonable in number, and for the personal use of the owner of the lot. Such animals, whether by virtue of their numbers or actions, shall not be allowed to create a nuisance to the other lot owners in the subdivision.

10. TRASH, JUNK, GARBAGE. Trash, junk, garbage, debris and abandoned or immobile automobiles shall not be located at any time on any lot in the subdivision and the owner of each lot is responsible for preventing the violation of this covenant upon his property.

11. HUNTING AND DISCHARGING OF FIREARMS. No hunting of any type shall be permitted within the subdivision. The discharge of firearms and the shooting of a bow and arrows is prohibited.

12. SIGNS. No billboards or advertising signs shall be erected or displayed within the subdivision except such signs, not exceeding twenty-four inches by thirty-six inches (24" x 36") in size, as may be reasonably necessary for lot resale purposes.

13. OUTDOOR SANITARY FACILITIES. Outdoor sanitary facilities are prohibited.

14. EASEMENTS. All lots within the subdivision are provided with and are subject to utility easements as set forth on the recorded plat of Deer Run.

15. MOVING OF BUILDINGS. Moving of buildings or houses onto any lot in Deer Run is prohibited.

16. TERM. The covenants, restrictions and conditions contained herein shall run with the land and shall be binding on all persons and parties now or hereafter owning any property in the above described subdivision and on their tenants or lessees and on their grantees, heirs, assigns, and successors for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years unless the instrument amending, modifying or abolishing these covenants, restrictions and conditions is signed by a majority of the then owners of the lots in this subdivision and is recorded.

17. ENFORCEMENT. If any person or party now or hereafter owning any property in the above described subdivision shall violate or attempt to violate any of the covenants, restrictions or conditions set out in this instrument, it shall be lawful for any other person or party owning any real property situated in the subdivision to prosecute any proceedings at law or in equity, or both, against the person or party violating or attempting to violate any such covenant, restriction or condition and either to prevent him or them from so doing or to recover damages or dues for said violation. The person or party violating or attempting to violate any one or more of said covenants,

restrictions or conditions shall pay all costs and attorneys' fees incurred before, during or after trial and on appeal as a result thereof.

18. 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.

19. PRESERVATION OF REMEDY. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

20. SERVITUDE. The foregoing covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands in the subdivision and shall inure for the benefit of and be binding upon all persons and parties now or hereafter owning any property in the subdivision.

21. AGREEMENT BY SUBSEQUENT GRANTEEES. These restrictive and protective covenants for Deer Run shall be recorded in the public records of Hamilton County, Florida, and will thereby give constructive, if not actual, notice to all persons and parties; by reason thereof, all persons or parties acquiring any interest in this subdivision agree to comply with and conform to the restrictions, covenants and conditions set out herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 16th day of August, 2006.

Signed, sealed and delivered
in the presence of:

Signature of witness

JOHN H. PARKER, III
Print or type name of witness

Signature of witness

NELL BRADY
Print or type name of witness

DAVID A. SCHILLER (SEAL)

VICTORIA S. SCHILLER (SEAL)

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing restrictive and protective covenants of Deer Run was acknowledged before me this 16th day of August, 2006, by DAVID A. SCHILLER and VICTORIA S. SCHILLER, husband and wife, who X are personally known to me or ____ have produced as identification the following: _____

(NOTARIAL SEAL)



John H. Parker III
Commission # DD466324
Expires September 18, 2009
Jonestown: Tony Pann - Insurance, Inc. 800-385-7019

Notary Public
JOHN H. PARKER, III
Print name of Notary Public
My Commission Expires: _____

