

Prepared By and Return To:
Bullard Denune Investment Co.
PO Box 1733
Lake City, FL 32056-1733

Inst: 200924000595 Date: 6/16/2009 Time: 10:13 AM
DC, W. Greg Godwin, Hamilton County Page 1 of 6 B: 680 P: 154

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
PINE WOOD ESTATES**

THIS DECLARATION, Made this 9th day of June, 2009, by Bullard
Denune Investment Co., a Florida Corporation, whose mailing address is P.O. Box
1733, Lake City, FL, 32056-1733 hereinafter collectively called "Developer".

RECITALS

Developer is the owner in fee simple of that certain real property (the "Property")
located in Hamilton County, Florida and more particularly described as Pine Wood
Estates, situated in the part of Section 27, Township 1 North, Range 13 East, Hamilton
County, Florida (the "Subdivision").

Developer desires to create a quality development of the subdivision as a
residential community and to subject each lot therein to the covenants, restrictions,
charges and liens of this Declaration, (the "Declaration") each and all of which is and
are for the benefit of the Property and each Lot owner.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held,
sold and conveyed subject to the following restrictions, covenants, limitations, and
conditions, which are for the purpose of protecting the value and desirability of, and
which shall run with , the Property and be binding upon all parties having any right, title
or interest in the Property or any part thereof, their heirs, successors and assigns, and
shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this
Declaration:

(a) "Developer" shall mean and refer to Bullard Denune Investment Co. or such other entity owning all or a portion of the Property, which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any lot as defined herein.

(b) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions applicable to the Property.

(c) "Family" shall mean and refer to a social unit consisting of parent(s) and the children that they rear.

(d) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(e) "Lot" shall mean and refer to each of the Lots as shown on the plat of the subdivision.

(f) "Mobile Home" shall mean any manufactured residential dwelling unit for which a title certificate is issued by and required of the Motor Vehicle Department of the State of Florida.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(h) "Property" shall mean and refer to that certain real property described in and comprising the Subdivision.

ARTICLE II

USE OF PROPERTY

Section 1. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

(a.) IMPROVEMENTS: NO BUILDING (ADDITION OR ACCESSORY), MOBILE HOME, FENCE OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED, NOR SHALL ANY ADDITIONS TO OR CHANGE OR ALTERATION THEREIN BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, HEIGHT, FLOOR PLAN, MATERIALS, LOCATION AND APPROXIMATE COST OF SUCH STRUCTURE HAVE BEEN

SUBMITTED TO AND APPROVED IN WRITING BY THE DEVELOPER. The Developer's failure to give notice of its disapproval of such plans and specifications within thirty (30) days after receipt thereof by the Developers, shall be deemed to constitute its approval thereof.

(b.) **LIMITATIONS HOME OR MOBILE HOME SIZE, YEAR AND IMPROVEMENTS:** These restrictions do not prohibit a second (but no more) single family residence for any lot, whether site-built, mobile home or module housing. No home or mobile home shall be placed on any lot which has less than 950 square feet of air conditioned and heated living space. No mobile home shall be placed on any lot that is over five years of age unless inspected by and approved by the Developer.

(c.) **SKIRTING:** All Mobile Homes shall be skirted around bottom with Vinyl, metal skirting or material approved by the Developer immediately after said Mobile Home is placed on lot.

(d.) **SET BACKS:** Each House, Mobile Home or other improvement shall be located on the lot in the following manner:

- (i) At least Forty feet (40') to the front line contiguous to the road;
- (ii) At least Twenty Five (25') to the rear lot line;
- (iii) At least fifteen (15') to any side lot line;

(e.) Each lot shall be used, improved and devoted exclusively to single family residential use. No lot shall be used for any type of commercial purpose.

(f.) No nuisance shall be permitted to exist or operate on any Lot so as to be detrimental to any other Lot in the vicinity thereof, or to its occupants.

(g.) No offensive or unlawful use shall be made of the Property or any part thereof.

(h.) Nothing shall be done or kept on any Lot which will increase the rate of insurance for the property or any other Lot, or the contents thereof, without the prior written consent of the Developer. No Owner shall permit anything to be done or kept on his Lot which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law.

(i.) In case of emergency, or to determine compliance with this Declaration, owners shall allow the Developer, its agents or employees to enter any Lot.

Owners shall allow the Developer or the agents and employees to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the yards, and make a reasonable charge for such care.

(j.) No swine shall be raised, bred, or kept on any lot. Farm animals, horses, poultry, cats, dogs and household pets shall be allowed, provided that they are not kept or maintained for any commercial purposes, and provided that they do not run loose without leash outside of Owner's lot, or otherwise cause an annoyance or nuisance. In the event that farm animals, poultry, cats, dogs and household pets are kept on any Lot, they shall be kept in such a way as to assure that they do not create a nuisance through noise, odor, insect infestation, or any other health hazard. All such permitted animals shall be well maintained at all times and be given the best care reasonably available, taking into consideration that they are being kept in a rural residential subdivision. Any shelter provided for animals shall be neat in appearance and shall in no way detract from the over-all appearance of the subdivision. Any animal shelter or shed is to be located no less than 50 feet from any lot line.

(k.) Except as may be required by legal proceedings, no sign, advertisement or notice of any type larger than 10 square feet in size may be erected or displayed upon any Lot, unless express prior written approval has been obtained from the Developer which approval may be withheld in its discretion. Notwithstanding the foregoing, the Developer shall be permitted to post and display advertising signs on the Property owned by the Developer.

(l.) All garbage and trash containers must be placed and maintained in a neat and sanitary manner. No portion of the Property shall be used for dumping refuse.

(m.) Travel trailers, campers, and motor homes shall not be used as living quarters on any lot permanently, but may be used on a temporary basis not to exceed seven (7) days per any 30 consecutive day period. If the Owner is actively building their own home, and has obtained an active building permit, they are not prohibited from living in a travel trailer, camper or motor home for a period not to exceed twelve (12) months. All motor homes, campers, recreational vehicles, trailers, and boats shall be parked in the rear of the lot. Tents, lean-tos, tarps, unsightly structures are not allowed to be set up on any lot.

(n.) Swimming pool must also be constructed behind the dwelling and for safety purposes, a fence must be erected around the perimeter. This fence should have a locking gate to prohibit entry of small children or other unwanted guest.

(o.) All laundry to be dried outside must be hung on a special apparatus in the form of a folding rack or umbrella rack which shall be placed in the backyard behind the residence as to not be seen from the road. Any other method of drying clothes outside is not permitted.

(p.) No Owners or other occupants of any Lot shall repair or restore any vehicle of any kind upon or within any Lot except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(q.) Notwithstanding any provision or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer and his agent, employees, successors and assigns to maintain and to carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale, or the developing of, the Lots, including, without limitation, the installation and operation of sales and construction trailer and offices, signs, and model dwellings, provided the location of any construction trailers of any assignees of Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses as model residences or as offices for the sale of Lots and for related activities.

(r.) No hunting or discharging of firearms is allowed on the Lot.

Section 2, Compliance.

To enforce the rules and regulations or provisions of this Declaration, the Developer, or any Owner may bring an action for specific performance, declaratory decree, injunction or damages. The prevailing party shall recover costs and attorneys' fees in such suit.

ARTICLE III

GENERAL PROVISIONS

Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Lots to amend, modify, waive or add to this Declaration without the consent or joinder of any other owner. This Declaration shall be construed in accordance with the laws of the State of Florida. All rights and privileges herein conferred by the Developer shall be exercisable by such successor in title as is designated by Developer. In addition, all rights and privileges herein contained shall be assignable by Developer.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants, Conditions, Restrictions and Easements for and has caused this Declaration to be executed in their name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Holly C. Hanover
Printed Name: Holly C. Hanover

Ruby R. Middleton
Printed Name: Ruby R. Middleton
Witnesses

Bullard Denune Investment Co.

Audrey S. Bullard
Audrey S. Bullard, President

STATE OF FLORIDA
COUNTY OF COLUMBIA

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Audrey S. Bullard known to me to be the President respectively of Bullard Denune Investment Co., the corporation in whose name the foregoing instrument was executed, and that she severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly invested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, and that an oath was not taken. Said person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of June, A.D. 2009.

Holly C. Hanover
Notary Signature

Holly C. Hanover
Printed Notary Signature



Holly C. Hanover
Commission # DD553935
Expires May 18, 2010
Bonded Troy Fen - Insurance, Inc. 800-385-7019