

DECLARATION OF

76 4398

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by ANCIENT CITY DEVELOPMENT CORPORATION, a Florida corporation authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described real property situate, lying and being in St. Johns County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Deerwood Acres subdivision; and to limit the use for which each and every of said lots located in Deerwood Acres subdivision is intended.

NOW, THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

DEERWOOD ACRES, according to the plat thereof recorded in Map Book 12, Pages 78 through 80, inclusive, of the Public Records of St. Johns County, Florida.

~~shall be held, sold and conveyed~~ subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and be binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01 OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.02 LOT: "Lot" shall mean and refer to the tracts of land described in the plat of Deerwood Acres, according to plat thereof recorded in Map Book 12, Pages 78 through 80, inclusive, of the current public records of St. Johns County, Florida.

1.03 DECLARANT: "Declarant" shall mean and refer to Ancient City Development Corporation, a Florida corporation authorized to do and doing business in the State of Florida, its successors and assigns.

1.04 SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Deerwood Acres and any and all future real property to be platted by the Declarant, its successors and assigns as Deerwood Acres subdivision, in the Official Records of St. Johns County, Florida.

1.05 SUCCESSORS AND ASSIGNS: "Successors and Assigns" shall mean and refer to the successors or assigns of legal and equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Deerwood Acres.

ARTICLE II

RESTRICTIONS

1.01 This conveyance is made by the seller and accepted by the Purchaser under this warranty deed that the property herein conveyed is to be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on said lot other than one detached single family dwelling per half-acre not to exceed two and one-half (2½) stories in height. All garages, carports, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling, and shall be built simultaneously with or subsequent to the dwelling. No residence shall be constructed or placed on the aforescribed property being less than ten (10) feet wide and forty-five (45) feet long, containing a minimum of four hundred and fifty (450) square feet. All garages, carports, utility rooms, porches and screened-in areas shall be in addition to the minimum four hundred and fifty (450) square feet of living area, and not considered a part thereof.

1.02 In the event a prefabricated home or mobile home is placed on the aforescribed property, the same shall be placed on a permanent foundation and must have a brick underskirt. It is further understood that prior to the construction of any building or the placing of a prefabricated home or mobile home on the aforescribed property, plans and specifications shall be submitted to TERRY W. PACETTI, President, Ancient City Development Corporation or any other agent as may be appointed by Ancient City Development Corporation.

1.03 No dwelling shall be erected nearer than twenty-five (25) feet from the front lot line, nor nearer than twenty-five (25) feet to the rear lot line. No dwelling or attached garage, carport, utility room, porch or screened-in area shall

be erected nearer than twenty-five (25) feet to any interior lot line.

1.04 There shall be no time limit during which construction of houses must be started; however, building must be completed within a period of six (6) months from the date construction is begun. The purchaser agrees to maintain his lot in a neat and tidy condition, and if the purchaser fails therein, he agrees to pay Ancient City Development Corporation an amount not to exceed \$50.00 per year for maintenance of said lot.

1.05 All toilets and waste pipes shall meet the requirements of the Florida State Board of Health.

1.06 Ancient City Development Corporation hereby reserves the right without further consent from any land owner to grant to any public utility company, municipality or other governmental unit, water or sewage company an easement for a right of way in all roads and streets on which the land hereby conveyed abuts, and also in and to a five foot strip of land located along the rear lot line, and a five foot strip of land located along any other lot line, for the right to erect and lay or cause to be erected or laid, maintained, removed or repaired all light, telephone and telegraph poles, wires, water and gas pipes and conduits, catch basins, surface drains, sewage lines, and such other customary or usual appurtenances as may, from time to time, in the opinion of Ancient City Development Corporation, or any utility company, or governmental authority, be deemed necessary or advisable. All claims for damages, if any, by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby against Ancient City Development Corporation is hereby waived by the Purchaser.

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

1.08 No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on said lot any time as a residence either temporarily or permanently.

1.09 No signs of any nature shall be erected or maintained on said lot unless written approval therefor is obtained from Ancient City Development Corporation.

1.10 No lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage or other waste shall not be kept except in sanitary containers. No mining operations of any kind shall be permitted upon or in said lot.

1.11 Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

1.12 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.

1.13 The lot, in addition to the restrictions and conditions contained herein, is conveyed subject to all present and future rules, regulations, and resolutions of the County of St. Johns, State of Florida, if any, relative to zoning and the construction and erection of any buildings.

1.14 Failure of the seller, its successors or assigns, to promptly enforce any of the restrictions or covenants contained herein shall not be deemed a waiver of the right to do so thereafter.

1.15 All fuel tanks shall either be underground or in rear of property.

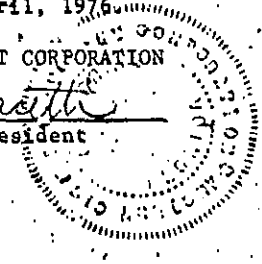
1.16 No poultry or hogs shall be kept or maintained on the aforesaid property at any time or any other animals which might become a public nuisance nor shall any animal be kept, bred or maintained for any commercial purpose.

The aforementioned covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until December 31, 1999, at which time said covenants and restrictions shall terminate.

IN WITNESS WHEREOF, the Declarant, a Florida corporation authorized to do and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this twenty-ninth day of April, 1976.

Attest:
By P. Ann Schundlemire
P. Ann Schundlemire, Secretary

ANCIENT CITY DEVELOPMENT CORPORATION
By Terry W. Pacetti
Terry W. Pacetti, President



In the presence of:
Marie Dick
Angie S. Russell

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me personally appeared TERRY W. PACETTI and P. ANN SCHUNDELMIRE, to me well known and known to me to be the President and Secretary, respectively, of Ancient City Development Corporation, the corporation named in the foregoing instrument, and known to me to be the persons who as President and Secretary of said corporation executed the same; and then and there the said TERRY W. PACETTI and P. ANN SCHUNDELMIRE, President and Secretary, respectively, of Ancient City Development Corporation, did acknowledge before me that said instrument is the free act and deed of said corporation, executed by such President and Secretary for the purposes therein expressed.

WITNESS my hand and official seal this twenty-ninth day of April, 1976.



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

MAY 12 2 33 PM '76

Glen F. ...
GLEN F. ...

Angie S. Russell
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 23, 1978

77 1531

DEERWOOD ACRES
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made as of the date hereinafter set forth, by ANCIENT CITY DEVELOPMENT CORPORATION, a Florida corporation authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS Declarant is the owner of the following described real property situate, lying and being in St. Johns County, Florida; and,

WHEREAS, the following described property is subject to restrictions and limitations recorded in Official Records Book 303, Page 253, St. Johns County Records; and,

WHEREAS, it is now desired by the Declarant to place additional restrictions and limitations of record as to each and every of the lots hereafter set forth located in Deerwood Acres Subdivision, and to limit the use for which each and every of said lots located in Deerwood Acres Subdivision is intended.

NOW, THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

Tracts 9 thru 17, Block "A", and Tracts 8 thru 18, Block "B", DEERWOOD ACRES, according to the plat thereof recorded in Map Book 12, Pages 78 through 80, inclusive, of the Public Records of St. Johns County, Florida,

shall be held, sole and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and

THIS INSTRUMENT PREPARED BY:
HAMILTON D. UPCHURCH
UPCHURCH & UPCHURCH, P.A.
501 Atlantic Bank Bldg. - St. Augustine, Florida 32084

which shall be covenants to run with said lots and be binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Restrictions in Article II, Section 1.01, are amended and modified as follows:

(1) No building shall be erected, altered, placed or permitted to remain on said lot other than one detached single family dwelling per half-acre not to exceed two and one-half (2½) stories in height. All garages, carports, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling, and shall be built simultaneously with or subsequent to the dwelling. No residence shall be constructed or placed on the aforescribed property containing less than six hundred (600) square feet. All garages, carports, utility rooms, porches and screened-in areas shall be in addition to the minimum six hundred (600) square feet of living area, and not considered a part thereof.

2. Restrictions in Article II, Section 1.02, are amended and modified as follows:

(1) In the event a prefabricated home is placed on the aforescribed property, the same shall be placed on a permanent foundation. It is further understood that prior to the construction of any building or the placing of a prefabricated home on the aforescribed property, plans and specifications shall be submitted to TERRY W. PACETTI, President of Ancient City Development Corporation, or any other agent as may be appointed by Ancient City Development Corporation.

3. Restrictions in Article II, Section 1.03, are amended and modified as follows:

(1) No mobile homes or trailers (temporary or permanent) shall be permitted on any of the above described lots excepting only temporary trailers used by building contractors, which temporary trailers shall be removed within six (6) months from beginning construction and during said time shall not be used for residential purposes.

The aforementioned covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until December 31, 1999, at which time said covenants and restrictions shall terminate.

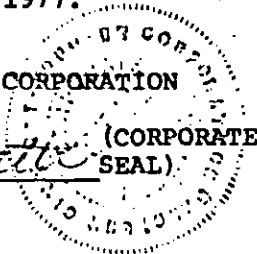
IN WITNESS WHEREOF, the Declarant, a Florida corporation authorized to do and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 14th day of February, 1977.

ATTEST:

Its Secretary

ANCIENT CITY DEVELOPMENT CORPORATION

By Terry W. Pacetti (CORPORATE SEAL)
Its President



Signed, sealed and delivered in the presence of:

R. G. Garro
F. Michael Shiber

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME personally appeared TERRY W. PACETTI and GAIL S. RUSSELL, to me well known and known to me to be the President and Secretary, respectively, of ANCIENT CITY DEVELOPMENT CORPORATION, the corporation named in the foregoing instrument, and known to me to be the persons who as President and Secretary of said

corporation executed the same; and then and there the said TERRY W. PACETTI and GAIL S. RUSSELL, President and Secretary, respectively, of ANCIENT CITY DEVELOPMENT CORPORATION, did acknowledged before me that said instrument is the free act and deed of said corporation, executed by such President and Secretary for the uses and purposes therein expressed.

WITNESS my hand and official seal this 14th day of February, 1977.

Betty H. Garris

Notary Public, State of Florida at Large

My commission expires NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 6, 1980



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

FEB 15 4 25 PM '77

Oliver L. D.
CLERK CIRCUIT COURT