

**DECLARATION OF GENERAL
COVENANTS, RESERVATIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, the undersigned is a property owner in the VILLAGE OF PINE RUN as hereinafter described, and

WHEREAS, it is desired that all property located in the VILLAGE OF PINE RUN SUBDIVISION, and the VILLAGE OF PINE RUN FIRST ADDITION AND SECOND ADDITION, as per map in Map Book 35, pages 40-45, Map Book 35, pages 71-73, and Map Book 35 pages 147-149, all as recorded in the Public Records of Volusia County, Florida, and hereafter referred to as the VILLAGE OF PINE RUN, be subject to the following covenants, restrictions, reservations, and servitudes for the mutual benefit of all property owners, and

WHEREAS, it is intended that other property owners in the same subdivision will also execute declarations referring to these covenants, restrictions, reservations, and servitudes and subjecting their property thereto for the mutual benefit of all, but the failure of any property owners to join therein shall not vitiate its enforcement and effect on all others who do: and

WHEREAS, it is intended that these covenants, restrictions, reservations, and servitudes shall run with the land and bind all persons who hereafter purchase or acquire any interest in the above described property.

NOW, WHEREFORE, in consideration of these premises, the undersigned and all others who subsequently join in, hereby declare and make the following declaration of general covenants, restrictions, reservations, and servitudes relating to the property owned by them in the aforesaid VILLAGE OF PINE RUN.

1. All the lots in the said VILLAGE OF PINE RUN shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single family residence, not exceeding two and one half (2 1/2) stories in height and having a private two car garage, provided, however, that a garage may be attached to the main dwelling place and that there may be attached to said garage certain accessory building, viz., a laundry room, guest cottage, utility room, pool-accessory building, game room or servant's quarters, so long as all of such accessory buildings are used only in

- connection with and to serve the single-family residence.
2. No building or other structure located on said property shall be used for any prohibited purpose, including but not limited to use as a hospital, nursing home, sanitarium, nursery, kindergarten, day school, or use for business, professional services or manufacturing purpose of any type or kind. No duplex residence, garage apartment or apartment house shall be erected, placed or permitted on said property.
 3. No outbuilding, garage, shed, shack, tent, trailer, mobile home, barn or other similar building or any temporary building of any kind or size shall be erected, constructed, used or maintained prior to the commencement of the erection of the residence, as permitted hereby, and no such outbuilding, garage, shed, shack, tent, trailer, mobile home, barn or other similar building, or any temporary building of any kind, or size shall be used for permanent or temporary residence purposes: provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any residence or authorized improvement on such property, nor the use of adequate sanitary toilet facilities for workmen, which shall be provided during such construction. Nothing contained herein shall be construed to prevent the erection and use of a greenhouse or greenhouses on any lot, provided said greenhouse(s) is not used for any commercial purpose.
 4. No trailers, mobile homes, or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot, except in an enclosed garage. All pleasure boats and trailers shall be parked or stored on a portion of the lot away from the principal street serving the premises.
 5. No owner or occupier of any lot shall do or permit to be done any act upon his property which may be or may become a public or private nuisance.
 6. No sign or commercial advertising of any kind shall be displayed or placed upon any lot; provided, however, that "For Rent" or "For Sale" signs, referring only to the premises on which said signs are displayed and not exceeding the three (3) square foot maximum in sign area, may be displayed for the limited purpose of advertising the property for sale or for rent.
 7. No animals, birds or fowl shall be kept, raised, bred, or maintained on any lot, provided, however, that dogs, cats, horses, and pet birds may be kept in reasonable numbers as personal pets for the pleasure and use of the occupants, but not for any commercial use or purpose. No cows, sheep, goats, pigs, or other livestock shall be allowed.

8. Clotheslines or drying yards shall be located appropriately or screened so as not to be visible from the street or road serving the premises or from any access to the property.
9. Garbage receptacles shall be in complete conformity with sanitary rules and regulations promulgated by the appropriate governmental authority and by the VILLAGE OF PINE RUN PROPERTY OWNERS, INC., a Florida corporation. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage incinerators shall be permitted on any lot.
10. No weeds, underbrush or other similar unsightly vegetation or growths shall be permitted to grow or remain upon any lot, except by permission of the VILLAGE OF PINE RUN PROPERTY OWNERS, INC. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any lot.
11. All electrical and telephone utility transmission and distribution lines, wires, conduits and cables shall be underground except as required by Florida Power and Light Company.
12. Since County sewage and collection systems are not available to the property, individual septic tanks and drain fields shall be used for sewage disposal for each lot. This shall be allowed only until county sewage collection and treatment systems are made available. When this is done, all lot owners shall be required to hook up to any sewer collection and treatment system installed by the county.
13. No residence shall be constructed on a lot having an area less than one and one-quarter (1 1/4) acres except lake front lots, to which this restriction will not apply. No lots shall be subdivided. No residence with less than 1400 square feet of living area shall be constructed on any lot. It is the intention and purpose of this covenant to assure that all residences shall be of comparable economic value and quality of workmanship and materials.
14. No driveway, fence, corral, wall, building, improvement or other structure of any kind shall be erected, placed, made or altered on any lot or parcel of the above-described property until the site plan and the construction plans, elevations, and specifications have first been approved by THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., in accordance with this Declaration.
15. THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., shall, within a reasonable time after the recordation of the Declaration, promulgate and publish, or make available to any owner of a lot or parcel of said property, upon request, certain minimum standards for approval of the aforesaid plans, elevations, and specifications. Such standards shall be drawn and designed to insure: (A) Quality of workmanship and

materials; (B) Harmony of external design with existing structures; and (C) Harmony of location with respect to topography and finished grade elevation of the lot in question and surrounding properties. No residence or other building shall be constructed or placed upon any lot or parcel of land in the aforesaid subdivision unless and until the preliminary and the final plans, elevations and specifications have been approved by the VILLAGE OF PINE RUN PROPERTY OWNERS, INC. Approval of such plans, elevations and specifications shall be evidenced by a written endorsement thereon. A complete, true copy of the approved plans, elevations, and endorsements shall be retained by THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., as the property of the Corporation. No changes, modifications or deviations in or from such plans, elevations and specifications shall be made without the prior written approval of THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC. In the event that THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., fails to give notice to the owner of its approval or disapproval within Thirty (30) days after the complete plans, elevations and specifications have been submitted to it, then formal written approval as required herein shall be deemed waived as to such plans, elevations and specifications; provided, however, that such waiver shall not relate to the required approval of modifications, changes or deletions to said plans, elevations and specifications. In the event that a building or other structure is located on any lot in such a manner so as to constitute a violation or violations of any of these covenants, conditions, restrictions or servitudes, then in that event, THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., shall have the power and right, but not the obligation, to release the lot or building or portion thereof from any part of the covenants, conditions, restrictions or servitudes as may be violated, provided, however, that THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., shall not give such release except with respect to minor violations which do not materially diminish the economic or aesthetic value of the lot in question and the subdivision in general.

16. These covenants shall run with the land and shall be for the benefit of and binding upon the undersigned corporation and upon each and every person and corporation who or which shall hereafter acquire an interest in the above described property or any part thereof, which is subject to these covenants, or any such person claiming by, through or under any such person or corporation.
17. Enforcement of the covenants, conditions, restrictions and servitudes of this Declaration shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or servitudes, either restraining the violation or to recover

damages or both. If the party bringing the action or suit is successful, he shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable as and for litigation costs, including reasonable attorney's fees in the trial and appellate courts.

18. Invalidation of any one or more of the provisions on this Declaration by judgment, court order or mandate shall in no way affect any of the remaining provisions which remaining provisions shall remain in full force and effect.
19. THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., shall have the sole and exclusive power and authority to grant variances, waivers or partial releases relating to the enforcement and effects of the provisions of this Declaration except as set forth in Paragraph 16. The decision of the corporation with respect to the granting of said variances, waivers or partial releases shall be final and shall be effective without the joinder or concurrence of any other owners or persons. Variances, waivers or partial releases granted by the corporation shall be binding upon and effectual against all property within the subdivision. Variances, waivers, or partial releases may be granted by majority vote of the Board if it is made to appear that: (1) the literal enforcement of one or more of the provisions hereof would constitute a unique and unusual hardship to said person, and (2) the granting of such variance, waiver or partial release would not materially diminish the property value of other lots in the Subdivision.
20. In the event THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC., is ever abandoned or dissolved, the present fee simple owners of the property in THE VILLAGE OF PINE RUN, FIRST and SECOND ADDITION, that as subject to these covenants and restrictions, shall be members of and shall compose a Board of Governors. The Board of Governors shall succeed to all powers and duties herein granted to THE VILLAGE OF PINE RUN PROPERTY OWNERS, INC. For each lot as now platted, regardless of the number of actual owners thereof, there shall be entitled to and authorized no more than one (1) "owner-member" of the Board of Governors, times the number of lots. In the event that a person is both a member of the Board of Directors of the corporation and an owner of legal title to a lot in THE VILLAGE OF PINE RUN, then said person shall be entitled to two positions or votes on the said Board of Governors. The Board of Governors shall adopt operating rules, keep written minutes and elect from within its membership such officers and appoint such committees as it may be necessary from time to time.
21. The lake which is a part of the subdivision and which has been planned for the recreation and enjoyment of the residents of THE VILLAGE OF

PINE RUN only, and their guests. No power-operated boats shall be permitted on the lake. Residents of THE VILLAGE OF PINE RUN shall be permitted to construct boat docks on their property only after securing permission from the Association/Board of Governors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed his seal this 25th day of November, 1980.

Signed , Sealed and delivered
In the presence of:

(signed) _____
WILLIAM A. GRIGAT, JR.

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared WILLIAM A GRIGAT, JR.

well known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of November, 1980.

(signed) _____
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: (stamped)