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CITRUS COUNTY Florida  
BETTY STRIFLER, CLERK

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**AMENDMENT TO  
DEERWOOD SUBDIVISION DEED RESTRICTIONS** VERIFIED BY *[Signature]*

THIS AGREEMENT amending the above-referenced Deerwood ~~Deed Restrictions~~ ~~book~~  
between JOSEPH and LINDA BEGA ("Owners") and DEERWOOD SUBDIVISION  
HOMEOWNER ASSOCIATION, INC. ("Association"),

**WITNESSETH**

**WHEREAS**, in 1970, the then owner of the real property representing the Deerwood  
subdivision formally subdivided such and dedicated the lots and roads therein via plat recorded in  
the Public Records of Citrus County, Florida at Plat Book 6, 30-31 Pages of the Public Records of  
Citrus County (Exhibit "A"); and

**WHEREAS**, the developer thereafter recorded a general set of deed restrictions applicable  
to all lots reflected in the Deerwood subdivision at Official Record Book 259, Pages 363-366, Public  
Records of Citrus County. Said restrictions being attached hereto as Exhibit "B"; and

**WHEREAS**, the Owners in 2000 acquired all right, title and interest in the real property in  
issue, Lots 19-191 Deerwood, by virtue of warranty deeds recorded in O.R. Book 1351, Pages 1202-  
3 and O.R. Book 1344, Pages 804-5, respectively, of the Public Records of Citrus County, Florida.  
Said lots being subject to the deed restrictions reflected in Exhibit "B" attached hereto; and

**WHEREAS**, that at all times material to the allegations of the terms and conditions of this  
agreement, the real property of the Owners was zoned for a commercial land use by Citrus County,  
Florida, since 1974 and has continued to remain so from the date the Owners acquired title to the  
date of this agreement; and

**WHEREAS**, that at all times material to the allegations of the settlement stipulation, the

*R. Brown, Stillwell, Perren*

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commercial land use designation place upon the owner's real property in issue in this matter prohibits its use for residential purposes; and

**WHEREAS**, at the time Owners acquired right, title and interest to the real property in issue in this matter, such was restricted for residential land uses in accordance with the terms and conditions of the deed restrictions as reflected in Exhibit "B" above; and

**WHEREAS**, the Owners' real property fronts on State Road 44, a major highway located in Citrus County, Florida; and

**WHEREAS**, there has been an asserted substantial material change in circumstances since the time of platting and the time the Owners took title to the real property in question in the area surrounding the Owners' real property in issue herein. More particularly, that the real property at the time it was dedicated and platted represented a rural area located generally west of Inverness, Citrus County, Florida. Subsequent to the platting of the property by the developer, the neighborhood around the property in question has materially changed by substantial encroachment of substantial commercial property uses around the Owners' property along State Road 44 and within Deerwood subdivision; and

**WHEREAS**, the commercial land use of Lots 1, 2 and 192 of the plat of the Deerwood subdivision has remained continuous to date without objection; and

**WHEREAS**, Lots 1, 2 and 192 of Deerwood and the Owners' Lots 190-191 are similarly situated in that they all front on County Road 44 and have been, at all times material, zoned for commercial land uses; and

**WHEREAS**, the Association has previously amended the noted Deed Restrictions for Lot 192 and this Amendment is consistent with such; and

WHEREAS, the Owners desire this amendment seeking to declare the deed restrictions limiting their property to use solely for residential purposes only null and void as a result of the ambiguous substantial restriction and material waiver changes in circumstances.

NOW THEREFORE, the parties for and in consideration of Ten (\$10.00) Dollars in hand paid an other good and valuable consideration, to include the mutual covenants herein and resolution of disputed issues set forth in the pleadings in this matter, agree as follows:

1. **FACTUAL BASIS:** That the above-referenced facts set forth in the WHEREAS clauses to this agreement are true and accurate and are incorporated herein by reference.

2. **AMENDMENT TO DEED RESTRICTIONS:**

A. The parties hereto stipulate and agree that the Owners' real property in issue more particularly described as follows:

Lots 190-191, DEERWOOD, as recorded in Plat Book 6, Page 30,  
Public Records of Citrus County, Florida, Section 11, Township 19  
South, Range 19 East

shall be authorized for the construction of and use as: professional, medical and office uses, commercial uses as defined by Citrus County's Land Development Code, Ordinance No. 90-14, as amended, Appendix G thereto, and retail commercial uses. However, the following commercial uses are expressly prohibited:

- a. Retail automobile sales, i.e. car lot (new or used);
- b. Garage or gas service station;
- c. Recycling center or toxic or hazardous waste site or use;
- d. Fast food retail establishment;
- e. Convenience store;

f. Adult entertainment.

Further, that the "residential use only" deed restriction set forth in paragraph 1 of the Deed Restriction applicable to the plat of Deerwood is declared to be null and void and unenforceable as to the Owners' above real property. Said restriction shall continue to be applicable to all other lots of record in the plat of Deerwood.

B. That access to Lots 190-191, Deerwood subdivision, the Owners' real property, shall be limited exclusively to Bea Lane and State Road 44 in the event it should be developed for the above-referenced land uses in paragraph 2(A).

C. That as to Lots 190-191, Deerwood subdivision, the Owners' real property, at the time of commercial development, shall have a minimum of ten (10) foot buffer constructed across said lot on its rear lot line (the southern lot line) in accordance with the Citrus County Land Development Code, Article 4, Section 4325, Exhibit "E" and Figure 4-5 of the LDC.

D. To the extent that the Owners' or their successors and assigns should acquire additional real property located in the Deerwood subdivision, said additional property shall not be subject to the terms of this Agreement.

As to the above-referenced conditions pertaining to land use, access and buffering, the terms and conditions of the Citrus County Land Development Code as of the date on this Agreement shall control between the parties to this Agreement. Any future modifications thereto shall not be binding upon the Owners' provided, however, the Owners shall comply with all Land Development Code regulations in effect at time of permitting.

3. The terms and conditions of this Amendment shall apply only to the Owners' real property and their heirs, successors and assigns to said real property. This agreement shall not be

construed to constitute a waiver, omission, basis for estoppel or any other such legal actions or theory as against any other real property located within the Deerwood subdivision, Plat Book 6, Pages 30-31 of the Public Records of Citrus County, Florida.

4. In the event that one or more of the provisions or portions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable independently to the fullest extent permitted by law.

5. The facts in respect of which this Amendment is made may hereafter prove to be other than, or different from, the facts in that connection now known by any or all of them or believed by any or all of them to be true; each of the parties hereto expressly accepts and assumes the risk of the facts proving to be so different; and all of the provisions and terms of this Amendment shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

6. This Amendment incorporates, embodies, expresses, and supersedes all agreements and understandings between and among the parties thereto, and it may not be altered or modified except in writing duly executed by the parties hereto.

7. In entering into this Amendment, the parties hereto represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Amendment have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

8. The legal rights and obligations of this Amendment are to inure to the benefit of all

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parties hereto, their legal representatives, successors, and assigns.

9. It is expressly agreed by the parties hereto that this Amendment shall be construed and interpreted in accordance with the laws of the State of Florida, notwithstanding the choice of law principles of Florida, or of any other state, territory, province, or nation.

Dated this 14<sup>th</sup> day of September, 2000.

Signed, sealed and delivered  
in the presence of:

Clark A. Stillwell  
Witness: Clark A. Stillwell

Joseph Bega  
JOSEPH BEGA

Susan L. Shaw  
Witness: Susan L. Shaw

Linda Bega  
LINDA BEGA

DEERWOOD SUBDIVISION  
HOMEOWNERS ASSOCIATION, INC.

BY: Donald J. Beck

Clark A. Stillwell  
Witness: Clark A. Stillwell

Clark A. Stillwell / Susan L. Shaw  
Witness: Susan L. Shaw

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this the 14<sup>th</sup> day of September 2000, by Joseph Bega and Linda Bega, who are personally known to me or who has produced valid FL Driver License identification and who did/did not take an oath.

Susan L. Shaw  
Notary Public  
Printed Name: Susan L. Shaw  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this the 14<sup>th</sup> day of September, 2000, by Edward J. Cook, President of Deerwood Subdivision Homeowner Association, Inc. who is personally known to me or who has produced valid FL Drivers License as identification and who did/did not take an oath.

Susan L. Shaw

Notary Public

Printed Name: Susan L. Shaw

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_



Susan L. Shaw

My Commission CC798049

Expires December 21, 2002

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THIS INSTRUMENT PREPARED BY:  
CLARK A. STILLWELL, ESQUIRE  
BRANNEN, STILLWELL  
& PIERCE, P.A.  
P.O. BOX 280  
INVERNESS, FL 34451-0280  
(352) 728-6767

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The Commission is composed of  
WILLIAM J. HARRINGTON  
Office: 1000 North West 10th Street, Room 2000  
Fort Lauderdale, Florida 33309  
Phone: 305-561-1000

RESTRICTIVE COVENANTS

WHEREAS, CAMP PIOSPIATE COMPANY, a Delaware corporation,  
is the owner of the following-described lands, situate in Citrus County,  
Florida, to-wit:

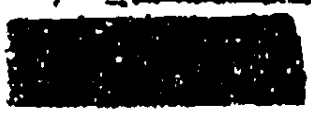
E $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 10; and  
SW $\frac{1}{4}$  of Section 11; and  
NW $\frac{1}{4}$  of Section 14; and  
E $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 15, all lying in Township 10  
South, Range 18 East; and

WHEREAS, said owner desires to adopt the following protective covenants  
and restrictions to be included in, and to be made a part of all deeds of convey-  
ance, mortgages, escrow agreements, contracts and agreements of sale, and  
any other instrument providing for the sale of the above-described lands or any  
part thereof that may hereafter be executed by said owner, its successors or  
assigns, and to be effective until December 31, 1990, as hereinafter provided, and  
said protective covenants and restrictions shall be considered as included in any  
deeds of conveyance, mortgages, escrow agreements, contracts and agreements  
of sale, or any other instrument providing for the sale of the above-described  
lands, or any part thereof, whether written therein or referred to by reference to  
the book and page where this instrument is recorded in the Public Records of  
Citrus County, Florida.

WHEREFORE, the said CAMP PIOSPIATE COMPANY, does hereby  
certify that it has adopted and by this instrument does adopt the following protective  
covenants for all deeds of conveyance, mortgages, escrow agreements, contracts  
and agreements of sale, or any other instrument providing for the sale of the above-  
described lands or any part thereof, which covenants shall be covenants running  
with the title to all of said lands, and shall be effective and binding for the sale of  
such lands, or any part thereof, upon the purchasers of said lands, or any part thereof,  
their heirs, legal representatives, successors and assigns, and which covenants  
shall be binding upon said heirs, legal representatives, successors and assigns, to-wit:

- 1. Lots, plots or tracts in the above-described property shall be used for residential purposes only and all buildings erected thereon shall be either one-family dwellings or duplexes or approved mobile homes. No mobile home or other structure of any type, shall be placed closer than ten (10) feet from side lot lines, thirty (30) feet from front lot lines, or twenty (20) front feet from rear lot lines. Side lot

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line shall mean the side line on any lot or tract, or the line of any contiguous lots owned by the same purchaser at the boundary of the next lot not owned by him, provided that where a building or buildings are erected on such contiguous owned lots, no building shall ever be closer than twenty (20) feet from any other building.

2. Professional offices, such as a lawyer, doctor, dentist, surgeon, music or art teacher, may be situated within the main residential structure, provided that not more than twenty-five (25) percent of the ground floor of such dwelling shall be so occupied, and provided no name plate or sign be displayed upon the premises other than one sign, not exceeding one (1) square foot in area, and containing only the name of the profession and of the occupants of the premises.

3. No more than one residential structure may be constructed or maintained per lot, plot or tract as described in Paragraph 1 above without a special permit in writing from the Grantor.

4. The ground floor area of any single family residence shall be not less than eight hundred (800) square feet, excluding and excepting porches, garages, and any other area not being a part of the main body of the residential structure.

5. No multiple family dwelling shall be erected unless the same shall be erected upon an area equal to seventy-five (75%) percent of the surface area required in Paragraph 1 above per living unit; each living unit shall be not less than six hundred (600) square feet, excluding and excepting porches, garages, and any other area not being a part of the main body of the structure and a part of a living unit.

6. No trailers less than 40 feet x 10 feet will be allowed on said property; such trailers shall have inside toilet and bath facilities and must comply with all the other requirements set forth in these Restrictive Covenants.

7. Site area requirements for trailers shall be the same as those set forth for residential structures in Paragraph 1 above. All other requirements herein set forth for residential structures shall apply likewise to trailers; provided, however, no trailer shall be placed on the front one-half of any lot, plot or tract of land.

8. Camper trailers of commercial construction may be used on the property for weekends and/or vacations. Said vacations not to exceed a period of one (1) calendar month. The said camper trailers must be self-contained insofar as sanitary facilities are concerned. Any period of time exceeding one (1) calendar month's duration will be considered permanent residence and said camper trailer must be connected to an approved septic tank and drainfield; and all trailer cabins or similar addition can only be constructed or maintained on any lot, plot or tract with a special permit in writing from the Grantor.

9. No church or religious home shall be constructed on the above-described property without the consent of all adjoining property owners, together with the consent of three-quarters of the property owners within one thousand (1,000) feet of the location of said church or religious home.

10. No building shall be moved onto any part of the above-described property for any use whatsoever. Under no circumstances shall pulp, tin or tar paper appear on any portion of the exterior, including the roof, of any residence or commercial building. Aforesaid roof to be of standard approved fire resistant materials. No garage or accessory building shall be used as living quarters, except for household domestic employees, and such garage or accessory building shall not be used or occupied as living quarters prior to the erection of the main building (except as otherwise herein provided). All garages must be built to the rear of or attached to the main residence.

11. No tent, construction shack, barn, or any other out building shall be erected on the property and used for residential purposes; provided, however, certain

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apartments structures to the main buildings may be permitted if used concurrently with construction of the main building for the purpose of storing and construction material for construction of the main building, and for limited residential use of the owner for a period not to exceed four (4) months during the construction time, provided, a special permit in writing be obtained therefor from the Grantor.

12. The exterior of all buildings must be finished of new materials of number two grade or better novelty siding, asbestos shingle siding, glass block, cement block, mineral brick, or metal or plastic siding, of a variety normally associated with quality residential construction, within six (6) months after construction has begun. (Not from date of purchase.)

13. The exterior of all structures, of whatsoever kind or nature, shall be finished in an appropriate manner in keeping with the variety of building material employed; all cement block, number two grade, novelty siding, or better and other unfinished exterior material must be finished with at least two (2) coats of paint, varnish, or stain; all exterior finishing must be complete within thirty (30) days after completion of construction, and all exteriors must be kept painted and in good repair.

14. All lavatories and toilet facilities shall be located inside the main residential buildings, or house trailer, and connected with outside septic tanks constructed in accordance with the standards and requirements prescribed by law and local and state health authorities at the time of construction. The laws of the State of Florida and the County of Citrus, as well as the rules and regulations of their administrative agencies, now or hereafter in effect, with regard to sewage disposal, water supply, and sanitation, are hereby incorporated herein and made a part hereof.

15. No excavations for stone, gravel or earth shall be made thereon except for walls, basements or cellars of dwellings.

16. Each lot, plot or tract shall be kept and maintained completely free of any accumulation of junk or trash of any kind whatsoever, and all trash or garbage shall be hauled off by a commercial sanitary pick-up or carried twice a week to the nearest county or state sanitary fill.

17. No lot, plot or tract shall be used as a junk yard or an auto grave yard. No nuisance or offensive, noisy or illegal trade, calling or transaction shall be done, carried on, suffered or permitted upon any such lot, plot or tract. No part of any lot, plot or tract shall be used or occupied injuriously to affect the use, occupation or value, of the adjoining or adjacent premises, or residential purposes, or the neighborhood wherein said premises are situated.

18. No animals, reptiles or fowls shall be kept or maintained on any lot, plot or tract, except dogs and cats not in excess of two (2) each may be kept by the owner, except one (1) week before and extending to one (1) week after the legal Florida Hunting Season. All dogs to be owned by property owner. No boarding of animals at any time.

19. Easements and rights-of-way are hereby expressly reserved on each side of all property lines for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewer, storm drains, public, quasi public, and private, as well as for any public, private, or quasi public utility or function deemed necessary and/or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear five (5) feet along the side of every lot, plot or tract along every street in the above-described property. The rights to cut and trim trees and shrubbery to the extent necessary to protect the above-described utilities, and to cut down and remove from time to time all dead, weak, leaning or dangerous trees that are tall enough to damage said utilities in falling, is expressly reserved by the Grantor. It is further understood and agreed that no purchaser will erect any structure or any barrier or change the natural ground level as to divert the natural flow of water, and that easements ten (10) feet in width on the back and side lot lines are reserved if necessary, to permit the natural flow of water throughout the above-described lands.

20. In the event any owner of a lot, plot or tract shall divide said lot, plot or tract into two or more parcels for re-sale, all of the terms, provisions and requirements of these Restrictive Covenants shall apply equally to such fractional lots, plots

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of tracts, including, but not limited to the reservation of easement along any newly established boundary line. No lot, plot or tract shall be divided into two or more parcels by any owner.

21. Grantor reserves the right to file subsequent deeds of restrictions regulating the use to which the various unsold lots, plots or tracts can be put. Grantor further reserves the right to waive or to amend at will these restrictions as pertain to any particular lot, plot or tract. Said right to waive or amend these restrictions shall be effective notwithstanding the fact that owners have purchased lots, plots or tracts in said subdivision.

22. Fences are not allowed nearer to the front lot line than the front of the dwelling located thereon.

23. The above restrictions can be modified, altered or changed only in writing by the Grantor.

24. No signs shall be placed on this property without written permission of the developers of the property or their assigns. However, nothing contained herein shall be construed as prohibiting the present owner of this subdivision or its successors or assigns from erecting and maintaining advertising signs, without restriction as to size, and from maintaining a construction office and/or sales office upon the property until such time as all of the property of the subdivision has been sold.

25. It shall be lawful not only for the said Grantor, its successors and assigns, but also for the owner or owners of any lot, plot or tract adjoining or in the neighborhood of an offending premises who have derived or who shall hereafter derive title to any lot, plot or tract within the above-described property to institute and prosecute any proceeding or suit against the persons or person violating or threatening to violate the provisions and requirements of these Restrictive Covenants.

26. Invalidation of any of the foregoing Restrictive Covenants shall not affect the validity of any other such covenants, and such unaffected covenants shall remain in full force and effect.

27. All of the Restrictive Covenants and agreements herein contained shall as aforesaid continue until December 31, 1980, in full force and effect, but shall be automatically continued thereafter for successive periods of ten (10) years, provided, however, that after December 31, 1980, all, or any part of these restrictions may be amended or altered or released by said then property owners upon the written approval of seventy-five (75%) percent of said property owners, said provision shall not, in any manner restrict the right of the owner to amend, modify, or alter or add to any of these restrictions, as hereinabove set forth.

IN WITNESS WHEREOF, the undersigned has executed these presents by proper corporate officers and affixed its Seal, this 7th day of January, 1970.

Signed, sealed and delivered in the presence of:

CAMP PHOSPHATE COMPANY

*James C. Marshall*

By *Jack C. PITCH*  
Jack C. PITCH, Vice President

*William T. Swigert*  
Attorney

William T. Swigert, Asst. Secy

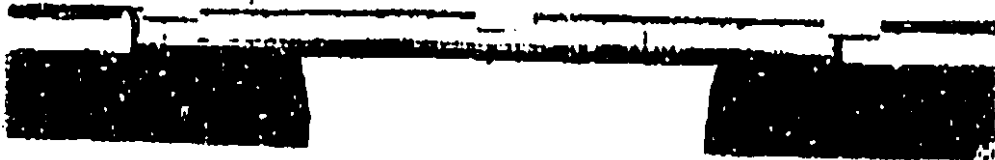
STATE OF FLORIDA  
COUNTY OF MAHON

Before me personally appeared JACK C. FITCH and WILLIAM T. SWIGERT, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of CAMP PHOSPHATE COMPANY, a Delaware corporation, and severally acknowledged to me that they executed the same as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to it by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 28th day of January, 1970.

My Comm. expires  
June 26, 1970

-4- *William T. Swigert*



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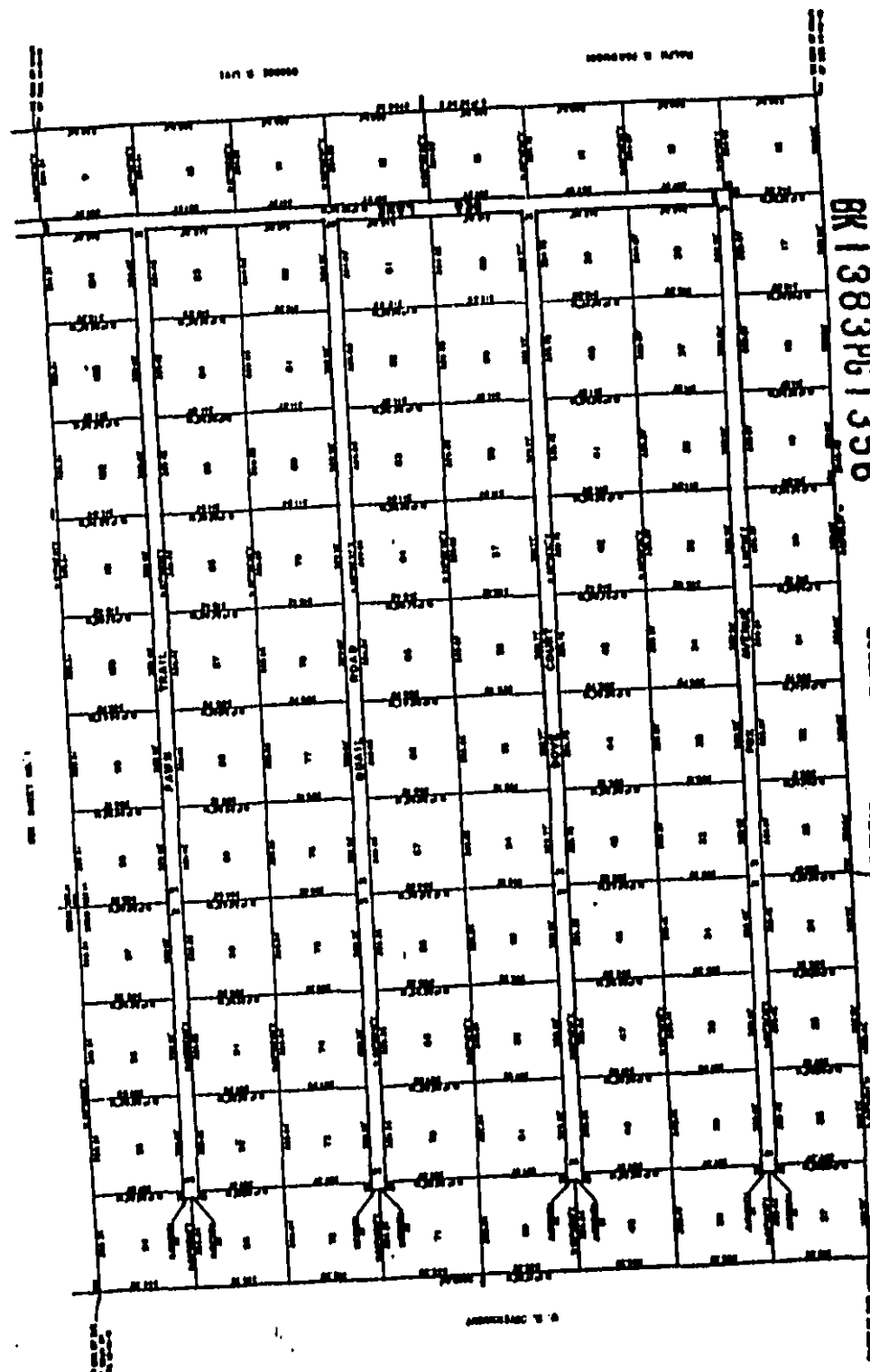


# DERWOOD

CITRUS COUNTY, FLORIDA

PLANNED BY  
DERWOOD & ASSOCIATES  
CORPORATION, P.A.  
ORLANDO, FLORIDA

SHEET 2 OF 2 SHEETS



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