

Prepared By: Elizabeth Rakes, PO Box 1994, Hillsville, VA 24343
Return To: Elizabeth Rakes, PO Box 1994, Hillsville, VA 24343

**AMENDED RESTRICTIVE COVENANTS FOR
ST. CLOUD ESTATE**

THIS DECLARATION OF RESTRICTIVE COVENANTS made and entered into this 1st day of November, 2008, by and between **LOU KIRK ENTERPRISES, INC.**, a Florida Corporation, herein referred to as the "Declarant," to be indexed as a Grantor and Grantee, whose address is 2450 N. Narcoossee Road, St. Cloud, FL 34771, and **SERGIO ZOROVICH** and **DRAGANA ZOROVICH**, herein referred to as "property owner," to be indexed as Grantee and Grantor, whose address is 1568 Skyline Drive, Kissimmee, FL 34744.

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property known as St. Cloud Estate which is described in a deed dated the 25th day of September, 2006, and duly recorded in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 788 at Page 253, Tax Map # 86-(A)-31 in the Laurel Fork Magisterial District of Carroll County, Virginia.

WHEREAS, the undersigned proposes to sell all the aforesaid land in lots as per the survey of L.J. Quesenberry, Land Surveyor, Job # 3829A-1, a plat of which is recorded in the aforesaid Clerk's Office in Plat Cabinet 2, Slide 2122, Page 5-8, and Plat Cabinet 2, Slide 2123, Page 1.

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NOW, THEREFORE, Declarant hereby declares that all lots sold from said tract or parcel of land are and shall be subject to the following covenants and restrictions, effective as of November 1, 2008:

1. No mobile homes, including doublewide homes, trailers or RV's shall be permitted as a residence on the property.
2. Motor homes and trailers are permitted for a reasonable time period for temporary guests of property owners as long as there is a completed residence on the property.
3. No structure shall be constructed except a dwelling house, guest house, (preferably within 250 feet of main dwelling), and normal structures appurtenant to said dwellings. Campers or camping trailers shall be permitted while a dwelling house is under construction.
4. Minimum square footage requirements: All residential buildings shall have at least 1400 square feet of heated floor area. All homes shall have an enclosed two car garage or more.
5. No nuisance of any kind shall be created, maintained, or permitted on the property of any landowner, and each landowner shall maintain his or her property in a reasonably clean and orderly condition.
6. All property owners must maintain their lot in a respectable manner that shall include mowing the area as needed, (lawns must be mowed a minimum of once per month during the growing season). The Developer and Property Owner's Association maintain the right that if such maintenance is not performed by the property owners they shall give written notice to each property owner to correct the condition of the property. In the event such notice is not addressed within ten (10) days, the Developer or Property Owner's Association may enter upon the lot to mow and/or maintain such property and to charge for said service.
7. No hunting and no shooting ranges or repeatedly discharge of firearms for target practice or otherwise shall be permitted on any property.
8. No antenna, tower, or other broadcasting or receiving device having a height greater than fifteen (15) feet above the ground shall be

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constructed on the property; provided, however, that a standard television antenna of less than ten feet in height shall be permitted if attached to residence.

9. Recreational use of all-terrain vehicles (including three-wheelers and four wheelers), motor bikes, or other similar noise producing vehicles shall be permitted upon the property, subject to a repeated back and forth riding where it becomes a nuisance to other property owners.
10. No lot shall be further subdivided except that a single existing lot may be divided and both portions conveyed to the owners of adjoining lots so that each portion conveyed will become a part of the neighboring lot, not subject to separate conveyance except together with the neighboring lot of which it has become a part.
11. No lot shall be used as a means of access to adjoining privately owned property which is not a part of Saint Cloud Estates without the written consent of Saint Cloud Estates.
12. No dog kennels, fowl, swine, cattle, or other livestock shall be permitted. Dogs shall be on a leash while walking on the property. Equine are allowed if housed in a proper barn for personal use of owners only.
13. No more than twenty-five percent (25%) of the trees exceeding eight (8) inches at stump height may be cut or removed from the property during any five (5) year period for the purpose of clearing a building site or for any other purpose.
14. No unlicensed vehicles or disabled vehicles shall be parked on any lot, except when housed in a garage.
15. All structures shall be constructed with an exterior of natural materials. Metal roofing and brick or stone finish on chimneys and foundations is permissible.
16. No commercial, business or trade activities that would be disruptive to owners of other tracts shall be carried out or maintained.

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17. Storage buildings for RV's, boats, antique or classic cars or home hobby shop shall be permitted as long as it is approved by the Property Owner's Association as to the outside appearance and is approved by the building department.
18. All home designs must be approved by the St. Cloud Estate principals or Homeowners Association as to its architectural design, outside finish, material and color.
19. The Property Owner's Association reserves the right to trim or remove any trees that obstruct the scenic view of other lot owners.
20. These restrictive covenants may be changed or added to by the Property Owner's Association once 90% of the lots are sold by the Developer.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community and thereby to secure to each site owner the full benefits of enjoyment of his/her home, with no greater restrictions on the free and undisturbed use of his/her site than is necessary to insure the same advantages to the other site owners.

Invalidation or any of these covenants by Judgment or Court Order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect. If any covenant or condition or restriction herein above contained, or any portion thereof, is made invalid or void, such invalidity shall in no way affect any other covenant, condition or restriction.

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BY WAY OF EXPLANATION: Whereas Lots 28, 29 & 32 of St. Cloud Estate have been previously conveyed unto Sergio Zorovich & Dragana Zorovich by deed dated the 21st day of May, 2008, and recorded in the Office of the Circuit Court of Carroll County, Virginia, the said Sergio & Dragana Zorovich join in the execution of this instrument to acknowledge for themselves, their successors and assigns, their agreement to be bound by the herein contained covenants, restrictions and road maintenance agreement. In the event there are any discrepancies these covenants and restrictions shall appear.

IN WITNESS WHEREOF, Lou Kirk Enterprises, Inc., a Florida Corporation has caused this instrument to be executed in its corporate name by Lou Kirk, its President.

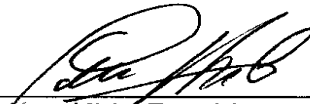
[Counterpart signature pages follow]

ELIZABETH RAKES
ATTORNEY AND
COUNSELLOR AT LAW
HILLSVILLE, VA 24343

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LOU KIRK ENTERPRISES, INC.

By:

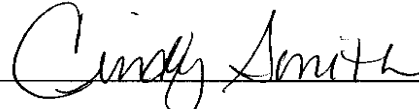

Lou Kirk, President

STATE OF VIRGINIA

CITY/COUNTY OF CARROLL, to-wit:

I, Cindy L. Smith, a Notary Public for the
City/County and State aforesaid, do hereby certify that **Lou Kirk**, President
of Lou Kirk Enterprises, Inc., a Florida Corporation, whose name is signed to
the foregoing instrument bearing the 11th day of November 2008, has this
day personally appeared before me and acknowledged the same in my
presence in the County and State aforesaid.

Given under my hand this 11th day of November, 2008.



Notary Public

My Commission expires: 5-31-2011

My Registration number: 7131218



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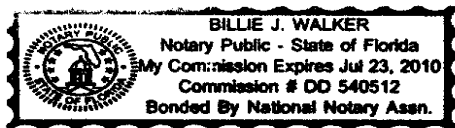
Sergio Zorovich
Sergio Zorovich

STATE OF Florida

CITY/COUNTY OF Osceola, to-wit:

I, Billie J Walker, a Notary Public for the
City/County and State aforesaid, do hereby certify that **Sergio Zorovich**,
whose name is signed in the capacity noted to the foregoing instrument
bearing the date of 17 day of ^{December}~~October~~, 2008, has this day personally
appeared before my and acknowledged the same in my presence.

Given under my hand this 17 day of ^{December}~~October~~, 2008.



Billie J Walker

Notary Public

My commission expires: July 23, 2010

My registration number: DD 540512

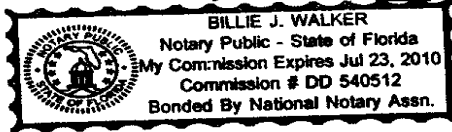
BK 863 PG 050

Dragana Zorovich
Dragana Zorovich

STATE OF Florida
CITY/COUNTY OF Osceola, to-wit:

I, Billie J Walker, a Notary Public for the
City/County and State aforesaid, do hereby certify that **Dragana Zorovich**,
whose name is signed in the capacity noted to the foregoing instrument
bearing the date of 17 day of ^{December} ~~October~~, 2008, has this day personally
appeared before my and acknowledged the same in my presence.

Given under my hand this 17 day of ^{December} ~~October~~, 2008.



Billie J Walker
Notary Public

My commission expires: July 23, 2010
My registration number: DD 540512

INSTRUMENT #0900070
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
JANUARY 7, 2009 AT 11:33AM
CAROLYN H. HONEYCUTT, CLERK
RECORDED BY: LHH

*mail
PV*

ELIZABETH RAKES
ATTORNEY AND
COUNSELLOR AT LAW
HILLSVILLE, VA 24343

Instrument Control Number

BX 863 PG 051

Commonwealth of Virginia

Land Record Instruments

Cover Sheet - Form A

[ILS Cover Sheet Agent Online 1.1.6]

T A X E M P T	C	Date of Instrument	[12/26/2008]
	O	Instrument Type	[REST]
	R	Number of Parcels	[1]
	P	Number of Pages	[8]
		City ☐ County ☒ [Carroll County]	

(Box for Deed Stamp Only)

First and Second Grantors			
Last Name	First Name	Middle Name	Suffix
☐ Lou Kirk Enterprises, In			
☐ Zorovich	Sergio		
First and Second Grantees			
Last Name	First Name	Middle Name	Suffix
☐ Lou Kirk Enterprises, In			
☐ Zorovich	Sergio		
Grantee Address (Name)		Lou Kirk Enterprises, Inc. a Florida Corporation	
(Address 1)		2450 N. Narcoossee Road	
(Address 2)			
(City, State, Zip)		St. Cloud [FL] [34771]	
Consideration [0.00]	Existing Debt [0.00]	Assumption Balance [0.00]	

Prior Instr. Recorded at: City ☐ County ☒ []	Percent. in this Juris. (%) [0]
Book [] Page [] Instr. No []	
Parcel Identification No (PIN)	
Tax Map Num. (if different than PIN)	
Short Property Description	St. Cloud Estate
Current Property Addr (Address 1)	
(Address 2)	
(City, State, Zip)	Laurel Fork [VA] [24352]

Instrument Prepared by	Elizabeth Rakes
Recording Paid for by	Elizabeth Rakes
Return Recording to (Name)	Elizabeth Rakes
(Address 1)	P.O. Box 1994
(Address 2)	
(City, State, Zip)	Hillsville [VA] [24343]
Customer Case ID	[CS-213462]

