

PREPARED BY AND RETURN TO:

Carrie N. Felice, Esquire
The Hogan Law Firm LLC
11031 Spring Hill Drive
Spring Hill, Florida 34608
352-686-0334

Parcel ID#: R31 423 19 0000 0260 0012
R31 423 19 0000 0260 0013
R31 423 19 0000 0260 0014

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DECLARATION OF RESTRICTIVE COVENANTS

Johnathan J. Butts joined by his wife, Alyssa Butts, hereinafter called "Declarant", owns fee simple title to Tracts B, C, and D of that Class C subdivision approved by the Hernando County Planning Commission (S-05-127), lying and being situate in Hernando County, Florida and is more particularly described in **Exhibit A**, attached hereto (the Property), and for the purpose of enhancing and protecting the value, attractiveness and desirability of said Tracts, Declarant desires to impose on said land the use and building restrictions, conditions and limitations hereinafter set forth and intends to sell the Property subject thereto, for the benefit of its future owners.

Declarant hereby declares that all of the real property described in Exhibit A and each part thereof shall be held, transferred, used, sold and conveyed subject to the following covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner:

1. No Tract included within the Property shall be used for any more than one permanent single family residential dwelling, which shall be a site built conventional home having a minimum air conditioned living area of at least 2,000 square feet. No modular homes, manufactured homes, or mobile homes (regardless of size or style) may be constructed, installed, erected, developed, set up, or occupies on any Tract at any time. The terms modular home, manufactured home, and/or mobile home shall mean and refer to a structure built in a factory, transportable in one (1) of more sections, and designed to be used as dwellings when installed and connected to required utilities.
2. All utilities installed to service any dwelling on any Tract must be buried. No overhead utility lines to serve any dwelling shall be permitted.

3. No dog kennel or raising of dogs for any commercial or non-profit (emotional, rescue) purposes shall be kept or conducted on the Property.
4. These restrictions shall be binding upon the Declarant and all persons and parties claiming under the Declarant for a period of thirty years from the date this Declaration is recorded, after which time said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by all of the then owners of said Tracts has been recorded agreeing to change or rescind said restrictions in whole or in part.
5. In the event of a violation or breach of any of these restrictions by any person or party claiming by, through or under the Declarant, or by virtue of any judicial proceedings, Declarant and/or any lot owners shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The prevailing party in any action for enforcement shall be entitled to attorney fees and costs.
6. The failure by the Declarant or any owner to enforce any right, reservation, restriction or condition contained in these covenants, however long continued, shall in no way be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.
7. The invalidation by any court of any one of these restrictions shall in no way affect any of the other restrictions, but such other restrictions shall continue to remain in full force and effect.
8. This Declaration of Restrictive Covenants shall run with the land and shall be binding on all purchasers of these Tracts or any person claiming under them.

IN WITNESS WHEREOF, the said Declarant has signed and sealed these presents the day and year first above written.

Witnesses, as to both Grantors

Declarant:

Signature

Jonathan Butts

Printed Name

Signature

Alyssa Butts

Printed Name

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jonathan Butts and Alyssa Butts, who are personally known to me or who have produced _____ as identification.

PRINT/TYPE NAME: _____

My Commission Expires: _____