

COPY

DECLARATION OF RESTRICTIVE COVENANTS

Whereas, JMBA Group, LLP, a Florida Limited Liability Partnership & Jodi V. Shinn, as Trustee of the P & L Family Trust UTA dated December 8, 2004 referred to in this declaration is the owner of property described as:

That part of the N 1/2 of the NE 1/4, all in Section 21, Township 22 South, Range 20 East, of the public records of Hernando County, Florida.

Now therefore, the owner declares that all of the property described above is held and shall be held, conveyed, mortgaged or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

1. Single Family Residential Use Only. No parcel of land within the above-described property shall be used for any more than one (1) permanent single-family dwelling.
2. Subdividing Lots or Parcels. No lot or parcel shall at any time be further subdivided.
3. Type of Dwelling. All dwellings constructed or altered shall be of conventional site-built constructions, and or new double wide mobile homes (min width) according to building permit issued and approved by Hernando County. All residential dwellings shall have an air-conditioned/heated living area, exclusive of garage, carport, attic, basement or accessory structures, etc., of not less than 1600 square feet. Mobile homes and Modular Homes (new) with a construction date of the year equal to or greater than date on building permit. No older mobile homes or modular of any size or date are permitted.
4. Outbuildings. All accessory structures, barns, detached garages, storage sheds, etc. shall be constructed of new durable materials in a workmanlike manner in keeping with the type and quality of construction of the dwelling.
5. Agricultural Activities. No swine farm, poultry farm, commercial dog kennel, or similar activity shall be permitted or operated on any lot or parcel. Cattle and horses are permitted along with other uses that comply with County Zoning.
6. Vehicles. No inoperative motor vehicles or motor vehicles without a current year tag shall be stored or maintained on any lot or parcel unless done so in an enclosed barn or storage building.
7. Commercial Activity. No commercial business or trade of any kind is permitted except those which are conducted in an enclosed area of the dwelling or accessory structure or are not in violation of local zoning laws and do not become a nuisance to the adjoining property owners due to noise, excessive traffic. Commercial agricultural activities are permitted as described in paragraph 5, above.

8. **Access tract.** Each property owner will have an equal undivided ownership in the access tract. Each property will be responsible for up to \$250 per year to maintain said access tract. Maintenance will be determined by a majority vote of the homeowners. Each homeowner will be required to construct a 2 x 10 foot asphalt or concrete apron at the location where their drive connects to the access tract.
9. **Subject to the restrictions of the Southwest Florida Water Management District as follows:**
- a) **No owner of the property within the development may construct or maintain any building residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved plan or record plat unless prior approval is received from SWSWMD pursuant to environmental resource permitting.**
 - b) **No owner of the property within the development may construct or maintain any building residence, or structure, or undertake or perform any activity within 100-year flood plain described in the approved plan and/or record plat of the subdivision unless prior approval is received from SWSWMD pursuant to environmental resource permitting.**
 - c) **No owner of the property may undertake any roadway improvements within this development unless prior written authorization or notification of exemption is received from SWFWMD pursuant to environmental resource permitting. No owner of the property within the development may construct or maintain any building residence, or structure, or undertake or perform any activity in the wetland mitigation areas, buffer areas, and upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision unless prior approval is received from the Southwest Florida Water Management District, Brooksville Regulation Department.**
 - d) **This Parcel contains upland areas which are the only accessible through jurisdictional wetlands. No impact to these wetlands are permissible unless prior written permission is obtained from the Southwest Florida Water Management District pursuant to environmental resource permitting.**
9. **Duration of Restrictions.** These covenants and restrictions are in full force and effect until December 31, 2040 at which time restrictions will automatically renew for 10 year periods every 10 years unless 3/4 of the land owners wish to modify them (each lot or parcel receiving one vote).
10. **Remedies for Violation.** If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, any person or persons owning any lot or parcel in the subdivision may prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction or covenant. Invalidation of any one or any part of these restrictions by a court of competent jurisdiction shall not affect the remaining

restrictions, or portions thereof, which shall remain in full force and effect. The owners/subdividers retain the right to sue to enforce our deed restrictions.

11. **Attorney's Fees.** The prevailing party in any proceeding to enforce these restrictions shall be entitled to recover attorney's fees and costs, including any appellate proceedings. Interest shall accrue at the rate of 10% on all attorney's fees and costs awarded to the prevailing party.

12. **Effective Date.** This Declaration of Restrictive Covenants shall be effective upon recording.

Witness

(Printed Name of Witness)

Witness

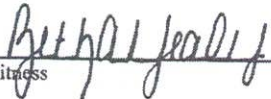
(Printed Name of Witness)

Witness

(Printed Name of Witness)

Witness

(Printed Name of Witness)

Witness 

Beth A. Yealy

(Printed Name of Witness)

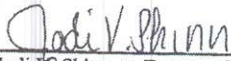
Witness

(Printed Name of Witness)

Jacob S. Goldstein, as Managing Partner of
JMBA Group, LLP

Robert J. Goldstein, Co-Trustee as
Managing Partner of JMBA Group, LLP

Joan M. Goldstein, Co-Trustee as
Managing Partner of JMBA Group, LLP


Jodi V. Shinn, as Trustee of the P & L
Family Trust UTA dated December 8, 2004

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 21st day of December, 2020 by Jodi V. Shinn, as
Trustee of the P & L Family Trust UTA dated December 8, 2004, who is personally know
to me or who has produced a Driver's License as identification.

Beth A. Yealy
Notary Public, State of Florida
Printed Name: Beth A. Yealy
My Commission Expires: 6/26/2021



STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this ____ day of _____, 20__ by Jacob S. Goldstein,
Robert J. Goldstein and Joan M. Goldstein, who are personally know to me or who have
produced a Driver's License as identification.

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____