

Summary of Deed Restrictions:

- Only one permanent single-family dwelling is allowed on the land.
- Guest or caretaker facilities are permitted if they are separate, permanent structures, including a garage, guest house, barn, or home office.
- Lots or parcels cannot be further subdivided.
- Dwellings must be conventional site-built construction with a minimum of 1,600 square feet of living area.
- Mobile homes, manufactured homes, modular homes, or trailers are not allowed.
- Outbuildings or accessory structures should be constructed with new, durable materials that keep the type and quality of construction of the main dwelling.
- No swine farm, poultry farm, or commercial dog kennel, or any similar activities are allowed. Cattle, horses, and hay harvesting are permitted.
- Inoperative motor vehicles must be stored in enclosed areas.
- Commercial businesses are not permitted, except if conducted in an enclosed area without causing a nuisance.
- These restrictions run with the land and are binding in perpetuity.

Deed Restrictions Translated to Word

Original deed restrictions of the following pages, restrictions below may not be an exact translation.

1. Single Family Residential Use Only.
 - a. No parcel of land within the above described property shall be used for any more than one (1) permanent single family dwelling. However, guest or caretaker facilities will be allowed if part of a separate permanent site-built structure, including garage, guest house, barn or home office. Such guest or caretaker facilities are subject to applicable Citrus County minimum square footage requirements, but not the main dwelling minimum square footage requirement as stated in Section 3, below.
2. Subdividing Lots or Parcels.
 - a. No lot or parcel shall at any time be further subdivided.
3. Type of Dwelling.
 - a. All dwellings constructed or altered shall be of conventional site-built construction, according to building permit issued and approved by Citrus 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, manufactured homes, modular homes or trailers are not permitted.
4. Outbuildings.
 - a. 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.
 - a. 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. Commercial harvesting of hay crops is permitted.
6. Vehicles.
 - a. 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.
 - a. 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, are not in violation of locate zoning laws and do not become a nuisance to the adjoining property owners due to noise, excessive traffic or parking congestion. Commercial agricultural activities are permitted as described in paragraph 5, above.
8. Duration of Restrictions.
 - a. These covenants and restrictions will run with the land and shall be binding upon the undersigned and upon all parties and all persons claiming under them in perpetuity, unless modified or revoked by the vote of not less than two-thirds (2/3) of the then owners of the lots or parcels (each lot or parcel receiving one vote) and filed and recorded in the public records of Citrus County, Florida.
9. Remedies for Violation.
 - a. If any person or persons shall violate or attempt to violate any of the aforementioned 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

10. Attorney's Fees.

- a. 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.

X
 X

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1/1000

FILED & RECORDED
CITRUS COUNTY Florida
BETTY STRAYER, CLERK

1038374

VERIFIED BY: *dh* D.C.

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, WILLIAM B. HOLBROOK and SANDRA SUE HOLBROOK, husband and wife, referred to in this Declaration as the "Owners", are the Owners of the property described as:

The South 1/2 of the SE 1/4 of the NW 1/4; AND the East 1/2 of the SW 1/4; ALL in Section 12, Township 21 South, Range 19 East, Citrus County, Florida;

NOW THEREFORE, the Owners declare 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.

1993 OCT 23 PM 1:00

BOOK 1270 PG 0482

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. However, guest or caretaker facilities will be allowed if part of a separate permanent site-built structure, including garage, guest house, barn or home office. Such guest or caretaker facilities are subject to applicable Citrus County minimum square footage requirements, but not the main dwelling minimum square footage requirement as stated in Section 3, below.

11/12/23
25592 Lake Lindsey Rd
Bartlesville FL 34461

X

X

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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 construction, according to building permit issued and approved by Citrus 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, manufactured homes, modular homes or trailers are not 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. Commercial harvesting of hay crops is permitted.

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, are not in violation of locate zoning laws and do not become a nuisance to the adjoining property owners due to noise, excessive traffic or parking congestion. Commercial agricultural activities are permitted as described in paragraph 5, above.

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8. Duration of Restrictions. These covenants and restrictions will run with the land and shall be binding upon the undersigned and upon all parties and all persons claiming under them in perpetuity, unless modified or revoked by the vote of not less than two-thirds (2/3) of the then owners of the lots or parcels (each lot or parcel receiving one vote) and filed and recorded in the public records of Citrus County, Florida.

9. Remedies for Violation. If any person or persons shall violate or attempt to violate any of the aforementioned 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

10. 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.

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

Signed in our presence:

Kristi Hines
 As to all parties
Kristi Hines
 (Printed Name of Witness)

William B. Holbrook
 William B. Holbrook

X _____

X _____

BK 1270PG0485

1998 OC 23 PH 1:00

Janifer Palka
As to all parties
Janifer Palka
(Printed Name of Witness)

Sandra Sue Holbrook
Sandra Sue Holbrook

STATE OF FLORIDA
COUNTY OF

THE foregoing instrument was acknowledged before me by WILLIAM B. HOLBROOK and SANDRA SUE HOLBROOK, husband and wife, who are personally known to me or who produced FDL 4416-922-44-149-D 4416-987-40-929-D as identification, this 23rd day of October, 1998.

Julie K. Hugler
Notary Public *Julie K. Hugler*



This instrument was prepared by
David G. Bassett
JOHNSTON & BASSETT, P.A.
P.O. Box 987
Brooksville, Florida 34606