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This Instrument Prepared by:

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Plant City, FL 33564-9040

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HILLSBOROUGH COUNTY
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### **DECLARATION OF PROTECTIVE COVENANTS**

This Declaration is made this <u>29</u> day of September, 2004, by Melvin Louis Jameson (collectively "Developer"), 7031 Cypress Bridge Circle, Ponte Vedra Beach, Florida 32082.

### WITNESSETH:

WHEREAS, Developer has platted the land described as JAMESON FARMS UNIT 2-A PLATTED SUBDIVISION WITH NO IMPROVEMENTS, recorded in Plat Book 101, Page 225, of the public records of Hillsborough County, Florida, and desires to subject said property to mutual and beneficial restrictions, covenants, conditions, charges and limitations of uses to which said property may be put and to place same under a general plan of improvement obligating the present and future owners of lots in accordance therewith.

NOW, THEREFORE, in consideration of the foregoing and of the benefits flowing to the present and future owners of property in this development, Developer desires to and does hereby impose the following protective/restrictive covenants on said real property and declares that said restrictions are designed for the purpose of keeping said development desirable and attractive and all of the restrictions herein contained shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in or to the real property, the subject of these restrictions.

1. <u>Land use, building type, and subdivision of acreage</u>. Lots shall be used exclusively for single family residential dwellings and not be used for mobile homes or commercial purposes. Commercial means any operations obnoxious to the neighbors because of excess noise or excess traffic. No mobile homes may be placed on any of the lots for any duration. This does not restrict the storage of the owner's camper or motor home not being used for living quarters on said lot.

None of said lots may be subdivided to result in a lot smaller than 5 acres. The said lots may be divided to increase the size of the adjoining lots, but each such enlarged lot shall be considered one lot only. Any division will be subject to the county requirements for division of parcels.

No home with less than 1800 square feet of heated space will be erected on any of the lots.

### THIS IS NOT A

Specifically permitted are agricultural uses such as the breeding, training, boarding, and stabling of horses.

No building will be constructed or erected on said lots unless built of solid or permanent material.

No junked, untagged, disabled, or totally inoperable vehicles shall be kept, worked on, or stored on any lot, in view of adjoining properties.

2. <u>Nuisances and Livestock</u>. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Any and all livestock shall be adequately penned or fenced on owner's lot and shall not be allowed outside of said fence to disturb neighbors. Household pets will be kept within owner's property. Dangerous breeds of dogs shall be properly housed and fenced to protect neighbors.

- 3. <u>Water and Water Systems</u>. All septic tanks installed on any lots must comply with the specifications and regulations of the local and/or state health officials.
- 4. <u>Temporary or Permanent Outside Structures</u>. No structures of a temporary character, trailer, tent, shack, shall be used or left on any lot at any time as a residence either temporarily or permanently nor will it be permissible to stock pile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house. Permanent outside storage may be permissible provided stored items should not be able to be seen from the road or unsightly to neighbors.
- 5. <u>Construction</u>. Any structure to be built must be completed within twelve (12) months after the initial construction has begun.
- 6. <u>Signs</u>. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot or one sign of not more than five (5) square feet advertising the property for sale.
- 7. <u>Garbage and Refuse Disposal</u>. No lot shall be used or maintained as a dumping ground for rubbish. No garbage or refuse pits which might harbor rodents will be located on any lot.

## THIS IS NOT A

- 8. Grading. No grading or filling which would change the elevation of any lot shall be done unless approved by Developer or his designated agent.
- 9. Term. These conditions and restrictions shall be appurtenant to and run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date these covenants are recorded and extend for successive periods of ten (10) years, except that they may be changed, altered, amended, or revoked in whole or in part by the record owners of the lots in the development whenever the individual and corporate record owners of a majority of said lots so agree in writing.
- 10. <u>Enforcement</u>. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 11. <u>Severability</u>. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS MY HAND AND SEAL this 29th day of September, 2004.

IN THE PRESENCE OF:

Witness Signature

X Ban Bana GRAn +

Melvin Louis Jameson

Printed Name of Witness

Printed Name of Witnes

Witness Signature

Printed Name of Witness

# THIS IS NOT A CERTIFIED

#### STATE OF FLORIDA

COUNTY OF SAINT JOHNS DEVA

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by Melvin Louis Jameson who is personally known to me or has produced his Florida Driver License as identification.

\* Seal

Harriet A. Shutters MY COMMISSION # DD085653 EXPIRES February 18, 2006

Printed Name: HARRIET A.

**Notary Public** 

State of Florida at Large
My Commission Expires: 102/18/2006