

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

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**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**RUNNING WITH THE LAND**

THIS DECLARATION is made effective this \_\_\_\_ day of October 2022, by DOUBLE G LEGACY, LP, a Florida Limited Partnership, (“Declarant”).

**RECITALS:**

I. Declarant is the owner of certain real property situated in Sumter County, Florida, legally described in Exhibit “A” attached hereto. (“Property”)

II. For the purpose of enhancing and protecting, the value, attractiveness and desirability of the Property, Declarant hereby declares that the Property shall be held, sold, and conveyed only 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, their heirs, successors, and assigns, and shall inure to the benefit of the Declarant, its successors and assigns.

NOW THEREFORE, for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares the following covenants and restrictions over and upon the Property, to run with the land, follows:

1. The foregoing recitals are true and correct and hereby incorporated in this Declaration.
2. The Property shall only be used for residential and agricultural purposes.
3. No person shall hunt, trap, pursue, or take any wildlife upon the Property. The discharge of any firearm, bow, crossbow, air gun, or similar weapons is strictly prohibited on the Property
4. No parcel shall be less than 10 acres in size.
5. No residential building shall be constructed, created, or placed on the Property unless the same shall have a fully enclosed floor area of at least 1,500 square feet of living area.

6. Any building or structure on the Property shall be well maintained and, where appropriate, kept well painted. Homes must be appropriately and well landscaped within ninety (90) days after occupancy.

7. No structure or temporary character, mobile home, tent or shack, shall be placed on or used at any time on the Property, either temporarily or permanently, other than temporary recreational tents for overnight recreational camping, not to exceed seven (7) consecutive days or twenty-one (21) days per year.

8. No noxious or offensive activity shall be carried on the Property, and no commercial enterprise of any nature, other than agricultural, may be carried on the Property, not shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

9. No sign of any kind shall be displayed to the public view on the Property except one professional sign of not more than one square foot designating the resident or farm and house number, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the Property during construction.

10. The Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage, junk automobiles or other waste and shall be kept mowed and cleaned at all times, in such manner as to be neat and attractive to the surrounding neighborhood.

11. All fences on the Property shall be well maintained.

12. No commercial trailer, semi-trailer, tractor-trailer or truck which has a size rating in excess of one ton shall be parked on the Property or on the streets adjoining the Property, except for service vehicles which are located there on a temporary basis during a period of time when they are performing a service for a resident or owner, unless the same are parked under a barn.

13. Recreational vehicles, such as, but not limited to, camper trailers, boats, and/or boat trailers shall be parked behind the home or in a barn.

14. Invalidation of any one of these covenants by judgement or Court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

10. The rights, conditions, terms and obligations in this Declaration shall be appurtenant to, shall pass with the title to and shall run with the Property, and shall be binding upon and inure to the benefit of the Property owners and their respective successors and assigns.

11. Declarant and its successors and assigns, have the right, at both law and equity, to enforce the rights, covenants, terms, obligations and conditions contained in this Declaration. Failure by Declarant, its successors or assigns to enforce any rights, covenants, terms, obligations and conditions contained in this Declaration shall in no event be deemed a waiver of the right to do so at any time in the future. If the owner of all or any portion of the Property fails to perform or breaches any obligation, requirement, duty or covenant contained herein, any other non-defaulting Lot owner shall have the right, at their option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to (i) bring an action for the recovery of

actual damages (not including punitive, consequential or incidental loss or damage) in a court of competent jurisdiction, and/or (ii) bring an action for specific performance in a court of competent jurisdiction, and/or (iii) seek a temporary and/or permanent injunction, and/or (iv) such other remedy available at law or equity.

12. In the event that any party hereto hires an attorney to enforce or interpret any term of this Agreement, regardless of whether any formal enforcement action or legal proceeding is commenced, the party prevailing in said dispute, enforcement action or legal proceeding shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys', paralegals' and experts' fees (including those incurred on any re-hearing or appeal) and costs incurred incidental thereto from the party not prevailing in said dispute, action or proceedings.

13. General.

(a) This Agreement shall be construed in accordance with the laws of the state of Florida and may not be amended other than by written agreement executed by the Declarant, its successors or assigns.

(b) Time is of the essence for each and every term of this Agreement.

(c) Any notice required or permitted to be given under this Agreement shall be given in writing and shall be served personally, via overnight mail, or, other than during a period of general interruption or postal service due to strike, lockout, disaster or other cause, mailed in the United States by prepaid, registered or certified mail addressed to the Property owner at the address set forth on the ad valorem tax rolls.

(d) The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, its successors or assigns for the period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the Declarant, its successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the sole owner of the Property and Lots described herein, has caused this document to be executed by the authorized person the day and year first above written.