

PREPARED BY AND RETURN TO:
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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that ACKERMAN ENTERPRISES, LLC, a Florida limited liability company, 17628 Archland Pass Road, Lutz, FL 33558, hereinafter referred to as "Owner," is the Owner of that certain real property (the "Property") located at 1722 Curlew Road, Dunedin, Pinellas County, Florida, more particularly described as follows:

A tract of land located in the Southwest $\frac{1}{4}$ of Section 13, Township 28 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 13, Township 28 South, Range 15 East; and run thence South $89^{\circ}38'47''$ East, along the centerline of Curlew Road a distance of 465.89 feet; run thence South $0^{\circ}14'16''$ East, a distance of 50.00 feet to the South right-of-way line of Curlew Road for the Point of Beginning; and from the Point of Beginning thus established, continue South $0^{\circ}14'16''$ East, a distance of 145.00 feet; run thence North $89^{\circ}38'47''$ West a distance of 80.00 feet; run thence North $00^{\circ}14'16''$ West a distance of 145.00 feet; run thence South $89^{\circ}38'47''$ East, a distance of 80.00 feet along the South right-of-way line of Curlew Road to the established Point of Beginning.

Together with an easement to be shared in common with others for the purpose of Ingress and Egress to Curlew Road over a strip of land 25.0 feet in width extending from the Southwest corner of the above-described lands and running in a Northerly direction to Curlew Road. The Easterly boundary of said easement to be the Westerly boundary of the above-described lands.

Tax Parcel ID: 13/28/15/00000/310/0300

Said Owner does hereby make the following Declaration of Restrictions (the "Declaration" or "Restrictions") covering and encumbering the said Property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner and its successors and assigns in title, subject to the provisions hereinafter contained. These Restrictions shall be for the benefit of and limitation upon all present and future owners of the Property described herein and shall be for the benefit of the City of Dunedin, Florida, a municipal corporation. These Restrictions placed on the said land, and constituting a covenant running with the land, are as follows:

1. That the Owner purchased the Property subject to the zoning laws and regulations set forth in the City of Dunedin's Land Development Code.

2. That upon adoption of Ordinance 18-12 by the City, the Property will have a Land Use Designation of Residential Medium (RM).

3. That upon adoption of Ordinance 18-13 by the City, the Property will be zoned Multifamily Residential (MF-12.5).

4. That the use of the Property upon adoption of Ordinances 18-12 and 18-13 shall be limited to a single family detached dwelling or an assisted living facility. No other use of the Property is permitted.

5. That the footprint of the structure on the Property, as it exists on the date this Declaration of Restrictions is executed, shall not be expanded.

6. The Owner represents that nothing contained in this Declaration of Restrictions is barred or prohibited by any other contractual arrangement to which they are now a party, or by any statute or rule of any governmental agency, of any third party or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

7. The City of Dunedin is deemed to have a beneficial interest in this Declaration. No modifications or amendments to this Declaration shall be effective without the joinder and consent of the City of Dunedin, which joinder and consent shall be solely within the discretion of the City of Dunedin and shall be in written form appropriate to be recorded in the public records of Pinellas County, Florida. The City of Dunedin shall be fully entitled to enforce the covenants and restrictions herein contained.

8. In the event that any of the covenants or restrictions contained in this Declaration are violated by the Owner, or its successors or assigns, if such violation is not corrected within five calendar days from the date of notification of such violation, unless such correction is impossible within such period of time, the City may proceed with such legal remedies as are necessary, including the use of the office of the City Attorney, to correct such violation, and the prevailing party, its successors and assigns shall be liable for any costs incurred, including attorneys' fees and court costs, whether such fees are expended or costs incurred in demanding enforcement of this Declaration or if proceedings are brought in a court of competent jurisdiction by the City in the enforcement of the provisions of this Declaration.

9. Enforcement of this Declaration may be by action at law or in equity against any person or persons violating or attempting to violate any portion of this Declaration, either to restrain violation, or to require by injunction or otherwise, compliance with the limitations on the use of the Property as is herein above set forth, or to restrain violation of a covenant or restriction, or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to all costs allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney at trial or appellate levels. The City of Dunedin shall be entitled to institute enforcement of this Declaration under this paragraph pursuant to its beneficial interest in the restrictions and covenants set forth herein.

10. An invalidation of any portion of this Declaration by a judgment of a court of competent jurisdiction shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.

11. This Declaration shall be recorded in the public records of Pinellas County, Florida.

12. The Owner and its successors in title hereby give and grant unto the agents and representatives of the City of Dunedin, the right to enter upon the Property at reasonable times and upon notice to the Owner and his successors in interest in order to insure that the provisions of this Declaration are being complied with in full by the persons then in possession of the Property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 29th day of June, 2018.

WITNESSES:

ACKERMAN ENTERPRISES, LLC

Aly. Uky
Print Name: Alycia Uky

By: Barry J. Ackerman
Barry J. Ackerman, Managing Member

[Signature]
Print Name: MICHELLE GILBERT

State of Florida
County of Pinellas

The foregoing instrument was subscribed, sworn to and acknowledged before me by Barry J. Ackerman as Managing Member of ACKERMAN ENTERPRISES, LLC, [] who is personally known to me or [] who has produced Drivers license, as identification, this 29th day of June 2018.

Evelyn B. Dare

Notary Public
Notary Commission Expires:

(SEAL)

