

C-2

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made, dedicated and declared on this 12th day of February, 2021, by TRUST #75412017 Land Trust Service Corporation Trustee, ("Declarant"), whose post office address is P.O. Box 186, Lake Wales, Florida 33859-0186, (the "Declarant").

RECITALS

1. Declarant is the fee owner of that certain real property more particularly described on Exhibit A attached hereto (the "Property").
2. Declarant requested Pasco County, a political subdivision of the State of Florida, ("County") for a change of the zoning of the Property by Petition No. RZ-7506 to C-2 (General Commercial District) (the "Rezoning").
3. As a condition of the Rezoning, Declarant is willing to impose a certain restrictions on the Property as hereinafter set forth in this Declaration in connection with the Rezoning for the benefit of the County.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Declarant hereby creates, establishes, promulgates and declares that the Property shall be held, sold, leased, developed, and conveyed expressly subject to the following covenants, conditions and restrictions:

ARTICLE I  
RESTRICTION ON THE PROPERTY

Section 1.1 Restrictions. The following restrictions (the "Restrictions") are hereby imposed on the Property for the benefit of the County, unless otherwise approved by County in connection with any subsequent land use changes or rezoning of the Property:

- (a) C-2 Zoning District permitted uses shall not exceed 140,000 SF; and
- (b) Multi-family apartments shall be prohibited; and
- (c) There shall be no Auto Towing Services and Connected Storage of Vehicles on the Property; and
- (d) There shall be no Yard Trash Disposal Facilities on the Property; and
- (e) There shall be no Construction and Demolition Debris Disposal Facilities on the Property; and
- (f) Truck stops shall be prohibited. A truck stop is a facility that provides refueling, on-site parking, food and other services to drivers of trucks with a Gross Vehicle Weight Rating above 26,000 pounds. Notwithstanding, gasoline/service stations, gasoline/service stations with convenience markets, and gasoline stations with convenience markets, all of which may include restaurant(s), shall be allowed.

ARTICLE II  
MISCELLANEOUS PROVISIONS

Section 2.1 Enforcement. Declarant, for so long as it owns any portion of the Property, the fee simple owners of the Property (each an "Owner" and collectively, the "Owners") and the

County shall have the right to enforce, by any proceedings at law or in equity, the Restrictions imposed by this Declaration. Failure by Declarant, an Owner or the County to enforce any Restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter, nor shall Declarant, an Owner or the County have any responsibility to ensure the compliance with the Restrictions by any other party.

Section 2.2 Severability. It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida (the "Board"), that each of the provisions of this Declaration and the related Rezoning Petition No. RZ-7506, are material to the Board's decision. Accordingly, the provisions of this Declaration are not internally severable or severable from the Rezoning. In the event any section, subsection, sentence, clause, or provision of this Declaration or of the related Rezoning, is declared illegal, invalid or preempted by a body with jurisdiction to make such a determination, or is expressly preempted by the Florida Legislature, this Declaration and Rezoning shall be deemed void in its entirety.

Section 2.3 Duration. The covenants, conditions, and restrictions contained herein shall inure to the benefit of and shall be binding upon the Property for a period of sixty (60) years from the date hereof. Thereafter, they shall be automatically extended for additional successive periods of ten (10) years unless otherwise agreed to in writing by Declarant (for so long as it owns any portion of the Property), the Owners of the Property and the County.

Section 2.4 Notice. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand, or request shall be sent by U.S. Mail, certified, postage prepaid to the addresses last given to or known by the party giving such notice or by Federal Express or other nationally-recognized overnight delivery service. Such notice is deemed to have been delivered upon the earlier of: (1) actual receipt or (2) within three (3) days from the date sent by U.S. Mail, certified, postage prepaid or by Federal Express. Declarant, the County and the Owners of the Property shall have the right and election to designate to the other from time to time, by written notice in accordance with the notice provisions hereof to such other person or persons, at such other places in the United States as it may desire for the delivery or mailing of written notices in accordance herewith. The present parties and addresses to receive written notice hereunder are as follows:

Declarant: Trust #75412017 Land Trust Service Corporation Trustee  
P.O. Box 186  
Lake Wales, FL 33859-0186

County: Zoning Administrator  
West Pasco Government Center  
8731 Citizens Drive  
New Port Richey, FL 34654

Section 2.5 Captions. The captions, section numbers, and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way limit, construe, or describe the scope or the intent of such portions or articles of this Declaration, nor in any way modify or affect this Declaration.

Section 2.6 Covenants Running with the Land. The restrictions, conditions, covenants and obligations as specifically set forth herein shall be benefits and burdens respectively, on the Property, running with the land and shall inure to the benefit of the successors, heirs and assigns of the owners of the Property as applicable.

Section 2.7 Amendments. This Declaration shall not be modified, amended, or rescinded

except in writing by an instrument executed by Declarant (or its successor in title), the Owners and the County.

Section 2.8 Equitable Remedies. To the extent allowed by law, in the event of a breach by any Owner of any obligation of this Declaration, Declarant (for so long as it owns any portion of the Property), the other Owners or the County shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach; Declarant and the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies provided in this Declaration and (ii) all remedies at law or in equity shall be available.

Section 2.9 No Breach. No breach of the provisions of this Declaration shall entitle Declarant or any Owner or party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

Section 2.10 Force Majeure. In the event Declarant or any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of any other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 2.11 Priority to Mortgages. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Declaration. Any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Declaration.

Section 2.12 No Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Property to the general public or for any public use or purpose whatsoever.

Section 2.13 Third Party Beneficiaries. Nothing contained in this Declaration shall be deemed or construed to benefit any person or entity other than Declarant, Owner(s) and County.

Section 2.13 Governing Law and Venue. This Declaration shall be construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Declaration shall be in Pasco County, Florida.

Section 2.14 No Joint Venture. Nothing in this Declaration shall be construed to make Declarant, the Owners or the County partners or joint venturers or render any of said parties liable for the debts or obligations of the other.

Section 2.15 Effective Date. This Declaration shall become effective upon recording of this Declaration in the Public Records of the County.

[EXECUTION PAGE TO FOLLOW]

DECLARANT:

Trust #75412017 Land Trust Service Corporation Trustee

By: Ward  
Title: PRESIDENT

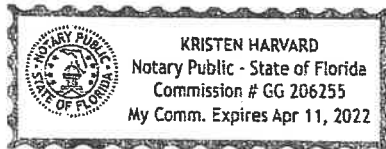
It is expressly understood and agreed between the parties and all successors and assigns that this instrument is executed by the Trustee, not personally, but as Trustee in exercise of authority conferred upon such Trustee. No personal liability or responsibility is assumed by or shall be enforceable against said Trustee, either express or implied.

STATE OF FLORIDA  
COUNTY OF POLK

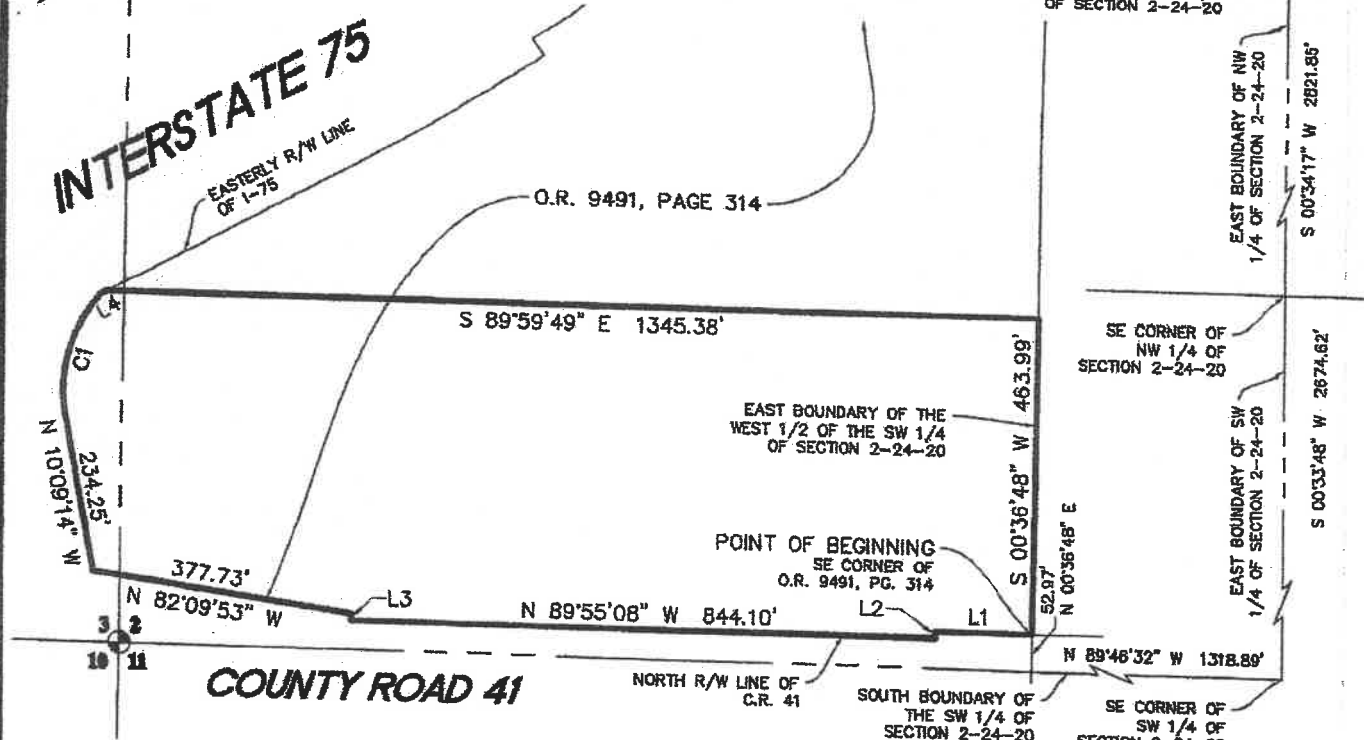
The foregoing instrument was acknowledged before me this 12 day of FEB. 2021, by MARK WARDA who is personally known to me or who produced \_\_\_\_\_ as identification.

Kristen Harvard  
Notary Public  
State of Florida at Large

My Commission Expires: \_\_\_\_\_  
Seal:



# DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

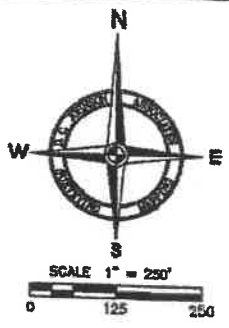


CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	188.99'	210.00'	51°33'46"	N 15°45'35" E	182.67'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°55'30" W	139.05'
L2	S 00°13'49" E	9.95'
L3	N 00°03'29" E	10.00'
L4	N 61°08'08" E	9.79'

**DESCRIPTION:**

A parcel of land being a portion of those lands described in Official Records Book 9491, Page 314, Public Records of Pasco County, Florida, lying within Sections 2 and 3, Township 24 South, Range 20 East, Pasco County, Florida, being more particularly described as follows: For a POINT OF REFERENCE, commence at the Northeast corner of said Northwest 1/4 of Section 2; thence run S.00°34'17"W., along the East boundary of said Northwest 1/4, a distance of 2,821.85 feet to the Southeast corner of the said Northwest 1/4 of Section 2; thence S.00°33'48"W., along the East boundary of the Southwest 1/4 of said Section 2, a distance of 2,874.62 feet to the Southeast corner of said Southwest 1/4; thence N.89°46'32"W., along the South boundary of said Southwest 1/4, a distance of 1,316.89 feet; thence N.00°36'48"E., a distance of 52.97 feet to the North right-of-way line of County Road 41 for a POINT OF BEGINNING, also being the Southeast corner of those lands described in said Official Records Book 9491, Page 314; thence along the boundary of said lands the following eight (8) courses: 1) N.89°55'30"W., along said North right-of-way, 139.05 feet; 2) S.00°13'49"E., along said right-of-way, 9.95 feet; 3) N.89°55'08"W., along said right-of-way, 844.10 feet; 4) N.00°03'29"E., along said right-of-way, 10.00 feet; 5) N.82°09'53"W., along said right-of-way, 377.73 feet to a point on the Easterly right-of-way line of I-75; 6) N.10°09'14"W., along said right-of-way, 188.99 feet along the arc of a curve to the right, said curve having a radius of 210.00 feet, a central angle of 51°33'46", and a chord bearing and distance of N.15°45'35"E., 182.67 feet; 7) N.61°08'08"E., along said right-of-way, 9.79 feet; thence S.89°59'49"E., a distance of 1,345.38 feet to the East boundary of the West 1/2 of the said Southwest 1/4; thence S.00°36'48"W., along said East boundary, a distance of 463.99 feet to the POINT OF BEGINNING. Containing 14.662 acres, more or less.



O.R. = OFFICIAL RECORD BOOK  
 PG. = PAGE  
 R/W = RIGHT-OF-WAY

Corner monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

**Pasco 90, Parcel 1**

PREPARED FOR  
**Trust No. 75412017**

JOB NO: 2017-058A01.BG00003 | DRAWN BY: DLJ

We hereby certify that the sketch and description shown herein are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

*Andrew R. Getz*

Date: 08/22/19

Andrew R. Getz      FLS 773M License Number 7043  
 For D.C. Johnson & Associates, Inc.  
Not valid without the signature and raised seal of a Florida Licensed Surveyor

**JOHNSON ASSOCIATES**

SURVEYING AND MAPPING

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