

Pat Frank
Clerk of the Circuit Court
419 Pierce St. Rm 140
Tampa, FL 33602
(813) 276-8100



Print Date:
11/6/2017 1:56:51 PM

Hillsborough County Transaction
#: **3394043**

Receipt #: **3307346**


Cashier Date: **11/6/2017 1:56:49 PM**
(CLEWIS)

Customer Information	Transaction Information	Payment Summary
() REED FISCHBACH	Date Received: 11/06/2017 Source Code: Brandon Q Code: Walk In Return Code: Over The Counter Trans Type: Recording Agent Ref Num:	Total Fees \$44.00 Total Payments \$44.00

1 Payments

 CHECK 1038	\$44.00
--	---------

1 Recorded Items

 (RES) RESTRICTIONS	<i>BK/PG: 25345/1050 CFN: 2017431706</i> <i>Date: 11/6/2017 1:56:43 PM</i> <i>From: MEADOWRUN HOLDINGS INC To:</i>		
Recording @ 1st=\$10Add'l=\$8.50 ea.	5		\$44.00
Indexing @ 1st 4 Names Free Addt'l=\$1 ea.	3		\$0.00
Deed Doc Stamps @ \$0.70 per \$100	0		\$0.00

0 Search Items

0 Miscellaneous Items

Prepared by and Return to:
Robert W. Bivins
Bivins & Hemenway, P.A.
1060 Bloomingdale Avenue
Valrico, Florida 33596

INSTRUMENT#: 2017431706, O BK 25345
PG 1050-1054 11/06/2017 at 01:56:43 PM,
DEPUTY CLERK: CLEWIS Pat Frank, Clerk of
the Circuit Court Hillsborough County

DECLARATION OF RESTRICTIONS FOR MEADOWRUN MINOR SUBDIVISION

BACKGROUND

The undersigned declarant, **MEADOWRUN HOLDINGS, INC.**, a Florida corporation formerly known as Meadow Run Animal Hospital, Inc., having a mailing address of 126 Hickory Creek Drive, Brandon, Florida 33511-8012 (collectively, the "Declarant"), being the sole owner of that certain property identified and legally described in attached Exhibit "A" and commonly known as Lots 1 thru 6, inclusive, of Meadowrun Minor Subdivision (the "Property"), hereby executes and records in the Public Records of Hillsborough County, Florida, this Declaration of Restrictions (this "Declaration") for the purpose of enhancing and protecting the value, attractiveness, and desirability of the Property overall, as well as each of the individual lots comprising the Property (sometimes referred to herein individually as a "Lot" and collectively as the "Lots"), and protecting each Lot from any adverse impacts arising from the use of other Lots in contravention of the restrictions set forth in this Declaration.

OPERATIVE TERMS

1. **Recitals.** The recitals set forth above are incorporated by reference into this Declaration for all purposes.

2. **Restrictions.** Declarant hereby declares that the Property and each Lot included within it, now or in the future, will be, purchased, held, sold, and conveyed subject to the following restrictions, each of which shall "run with the land" and inure to the benefit of, and be binding upon, all parties having any right, title, or interest in and to any portion of the Property, as well as their respective heirs, assigns, successors, and representatives, including without limitation all subsequent owners of the Lots, or any portion of those Lots, and all persons claiming by, thru, or under such persons or entities:

- a. Any residence constructed or otherwise situated on any Lot must contain between 2,300 and 6,000 square feet of air-conditioned living space. No mobile or modular home shall be brought onto any Lot at any time, whether for purposes of residential use or otherwise, and regardless of whether such presence is to be permanent or temporary.
- b. Each residence must have an attached or detached garage with the vehicle entry on the side and be of a size sufficient to hold no less than two standard-sized automobiles.
- c. All fences installed on any Lot, whether perimeter or interior, must be constructed entirely of new materials of good quality. All fences shall be neatly maintained by the owner of the Lot on which the fence is situated and at such Lot owner's sole expense. Additionally, no perimeter fence installed on any Lot may exceed four (4) feet in height.
- d. Any water well, pump, or tank installed on any Lot must be positioned in the side or rear yard.
- e. Household pets are not permitted to excessively bark or otherwise make excessive noise to the extent such sounds would, in any way, constitute a public nuisance.
- f. The operation of dirt bikes, ATVs, and other vehicles or equipment that make excessive noise that could, in any way, constitute a public nuisance, is prohibited on any Lot and within the Property.
- g. Other than operational family automobiles, no wheeled vehicles of any kind, including without limitation trailers, campers, motor homes, recreational vehicles, boats, boat trailers or other water craft, may be parked in the front yard of any Lot. Without limiting the generality of the foregoing, no tractor trailer, tractor trailer truck, or similar commercial vehicle may be parked on any Lot, except for brief periods of active on-site pick-up or delivery. All inoperable vehicles on any Lot must be parked in a garage or in another enclosed permanent building.
- h. Each Lot shall be used solely and exclusively for residential and/or agricultural purposes and at all times in accordance with applicable zoning laws and regulations. No commercial or industrial use whatsoever shall be permitted even if the Lot is also used for residential purposes, except that any residence may establish a home office within their house. No commercial signage of any kind may be erected or otherwise displayed, either permanently or temporarily, on any Lot or within the Property.

- i. No more than five large animals may be boarded, housed, or otherwise maintained on any Lot at any one time. For purposes of this restriction, a “large animal” shall include, by way of example and not as an exclusive list, a horse, cow, donkey, and other animal of similar height or stature.
- j. No rubbish, trash, garbage, or other waste material whatsoever may be kept or permitted upon any Lot, except in sanitary containers located on each Lot and concealed from view. Without limiting the generality of the foregoing, no Lot owner shall commit, authorize, or allow the dumping of any rubbish or debris anywhere on the Property.
- k. No Lot within the Property may be sold, conveyed, or otherwise transferred other than in its entirety, as a whole Lot in accordance with the original plat of Meadowrun Minor Subdivision. The re-platting of any Lot or combination of Lots is expressly prohibited.

Notwithstanding anything contained in this Declaration to the contrary, the foregoing restrictions contained in this Section 2 will not apply to Lot 3, and Lot 3 will be “grandfathered” under this Declaration for all purposes, so long as Declarant holds sole title to Lot 3.

3. **Enforcement; Legal Fees and Costs.** Declarant and any future owner of any Lot within the Property shall have the right to enforce, by any appropriate legal proceeding, including without limitation an action for money damages, specific performance, or injunction, all restrictions and covenants now or hereafter imposed by, or pursuant to, the provisions of this Declaration. In any such proceeding, the prevailing party shall be entitled to collect from the non-prevailing the reasonable attorneys’ fees and costs incurred by the prevailing party, whether incurred before, during, or after trial, in any appellate proceeding, or in any judgment execution proceeding. Failure by the Declarant or any other owner entitled under this Declaration to enforce any provision contained herein does not constitute a waiver of the right to do so at any time in the future.

4. **Savings Clause; Reformation.** No invalidation of any particular provision of this Declaration by any court or statutory enactment will affect the validity of any other provision of this Declaration, all of which will remain in full force and effect; provided, however any court of competent jurisdiction is hereby empowered, in its discretion, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity.

5. **Amendment or Termination.** The restrictions set forth in this Declaration may only be amended or terminated by a written agreement signed by all of the current owners of any portion of the Property or Lot situated within it.

6. **Counterparts; Electronic Delivery.** This Declaration may be delivered electronically and executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

Dated this 6th day of November, 2017

WITNESSES:

MEADOWRUN HOLDINGS, INC.,
a Florida corporation formerly known
as Meadow Run Animal Hospital, Inc.

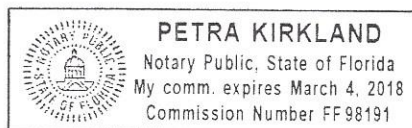
Wendell Brantley
Name: WENDELL BRANTLEY

By: Dale S. Fischbach
Dale S. Fischbach, President

Drea Cook
Name: DREA COOK

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Dale S. Fischbach, a Florida resident, as President of Meadowrun Holdings, Inc, a Florida corporation formerly known as Meadow Run Animal Hospital, Inc., who is ☒ personally known to me or who ☐ has produced _____ as identification.



Petra Kirkland
Name: Petra Kirkland
Notary Public, State of Florida
Notarial Seal or Stamp:

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 thru 6, inclusive, Meadowrun Minor Subdivision, according to the map or plat thereof recorded in Plat Book 130 Page 121, Pubic Records of Hillsborough County, Florida.