

Prepared by and Return to:
Timothy F. Campbell, Esquire
Clark, Campbell, Lancaster & Munson, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made and entered into effective as of the ____ day of _____, 2016, by **Lew Hall, Jr. and Sharon Anita Hall, husband and wife** (collectively, “**Declarant**”).

RECITALS:

WHEREAS, as of the effective date of this Declaration, Declarant is the owner of that certain real property located in Polk County, State of Florida as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, to preserve, protect and enhance the value of the Property, Declarant deems it desirable to subject the Property to certain restrictions as set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Property is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of any future owner, tenant, sub-tenant, and licensee of the Property.

ARTICLE I

USE

Section 1.1 **Nuisances.** Subject to Section 1.2, the Property shall not be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on the Property which shall constitute a public nuisance to the community.

Section 1.2 **Use Restrictions.** During the term of this Declaration, no part of the Property may at any time be used whatsoever as a funeral home or any business that provides funeral, celebration of life, cremation, or burial services.

ARTICLE II

DEFAULT; REMEDIES

Section 2.1 Default. The failure to observe or perform any other of the covenants, conditions or obligations of this Declaration or to abide by the restrictions and requirements herein provided within thirty (30) days after the issuance of a written notice by Declarant (the “**Non-defaulting Party**”) specifying the nature of the default claimed shall constitute a material default and breach of this Declaration by the non-performing party (the “**Defaulting Party**”).

Section 2.2 Remedies. The Declarant shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provision contained in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 2.3 No Waiver. No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any party of any default under this Declaration shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

Section 2.5 Breach. In the event of breach or threatened breach of this Declaration, the Declarant shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing party shall pay the reasonable attorneys’ fees and costs of the prevailing party.

ARTICLE III
MISCELLANEOUS

Section 3.1 Term and Perpetuity. The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all owners, tenants, sub-tenants, and licensees and their heirs, executors, administrators, successors, successors-in-title, and assigns, including any ground lessee under a ground lease and the customers, employees and invitees of such parties until the expiration of sixty (60) years from the date hereof, unless terminated by the consent of the Declarant pursuant to a writing recorded in the real property records of the county and state in which the Property is located. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Upon the expiration of the initial sixty (60) year period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, until terminated as provided herein.

Section 3.2 Severability; Exhibits. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof. All exhibits described herein and attached hereto are by this reference fully incorporated into and made a part of this Declaration.

Section 3.3 No Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Property or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any owner, tenant, sub-tenant, or licensee hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 3.4 Counterparts; Recitals; Headings and Number. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. The recitals set forth above are true and correct and are incorporated by reference into the body of this Declaration. Headings of sections are for convenience only and shall not be considered in construing the meaning of the content of such section. Whenever in this Declaration the context so requires, the singular number shall include the plural, and the converse.

Section 3.5 Amendment. Notwithstanding anything to the contrary contained in this Declaration, at some time (or times, if on more than one occasion) in the future, in the Declarant's sole and absolute discretion, this Declaration, including without limitation, any and all exhibits hereto, may be amended (or amended and restated, as the case may be) in order to effectuate the intent contemplated herein. Any such amendment shall be dated effective as of the date of this Declaration and shall relate specifically back to the date of this Declaration. In addition to any other rights set forth herein, Declarant shall have the right (but not the obligation), in its sole discretion, by an instrument filed of record, to unilaterally modify, enlarge, amend, waive, or add to this Declaration. Such right shall continue after the Declarant no longer owns any of the Property subject to this Declaration.

Section 3.6 Successors. This Declaration shall inure to the benefit of the Declarant and its respective legal representatives, executors, personal representatives, trustees, and heirs.

SIGNATURE TO FOLLOW ON SUBSEQUENT PAGES:

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed effective as of the day and year first written above.

*Signed, sealed and delivered
in the presence of:
(As to both signatories)*

DECLARANT:

Print Name:_____

Lew Hall, Jr.

Print Name:_____

Sharon Anita Hall

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Lew Hall, Jr. and Sharon Anita Hall, husband and wife, () who is/are personally known to me or () produced _____ as identification.

Print Name:_____
Notary Public, State of Florida
Commission No.:_____
Commission Expires:_____

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2 and 3 in Block 3 of BEACON HILL, according to the plat thereof recorded in Plat Book 9, Page 17, Public Records of Polk County, Florida.

Parcel Identification Number: 23-28-25-135500-003010