

August 11, 2021

Hernando County School District
ATTN: James W. Lipsey
Facilities and Construction Department
8016 Mobley Road
Brooksville, FL 34601

RE: Anderson Snow Villas Age Restricted Community
School Concurrency – Restrictive Covenant
Conditional Plat App No. 1418920

Dear Mr. Lipsey,

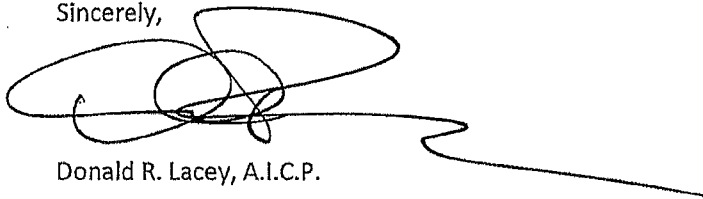
The enclosed Restrictive Covenant for Conditional Plat App No. 118920 - Anderson Snow Villas is being presented for your consideration to request an exemption from school concurrency for the conditional plat associated with Anderson Snow Villas, a 55+ age restricted community currently under review by Hernando County.

The property to be developed, Hernando County Property Appraiser Key No. 00378905, Parcel ID No. R34 423 18 0000 0080 0000, property card attached, is currently under contract by Alex Deeb/Tri-County Development. The current owner and willing seller of the property, Mr. Stewart White, is aware of the restriction being placed on the property.

Both parties have signed on the following pages, indicating the property is under contract and an age-restriction is being placed on the development of the property by a restrictive covenant.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Donald R. Lacey, A.I.C.P.

Anderson Snow Villas
Restrictive Covenant Acknowledgement
Key No.: 00378905
Parcel ID No.: R34 423 18 0000 0080 0000

Notarized Signature of Property Owner

Date: 9-13-21

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Owner (Signature)

STATE OF FLORIDA:

COUNTY OF SUMTER :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly qualified to administer oaths and take acknowledgments, Alan Stewart, to me known to be the person described in and who executed the above and foregoing Agent of Record Letter and who acknowledged before me that they executed the same for the purposes therein expressed.

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of Sept, 2021, by Alan Stewart.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of September, 2021.

Doris Theberge

NOTARY PUBLIC

State of Florida at Large

☒ Personally known to me _____

☐ Presented identification _____

☐ DID Take an oath ☐ DID NOT take an oath

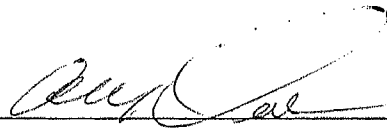
My Commission Expires: 12-16-22



Anderson Snow Villas
Restrictive Covenant Acknowledgement
Key No.: 00378905
Parcel ID No.: R34 423 18 0000 0080 0000

Notarized Signature of Property Developer

Date: August 19, 2021


Owner (Signature)

STATE OF Florida :

COUNTY OF Pasco :

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly qualified to administer oaths and take acknowledgments, ALEX R. SEEB, to me known to be the person described in and who executed the above and foregoing Agent of Record Letter and who acknowledged before me that they executed the same for the purposes therein expressed.

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19th day of August, 2021, by ALEX R. SEEB.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of August, 2021.



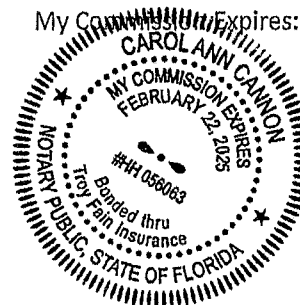
NOTARY PUBLIC

State of Florida at Large

☒ Personally known to me _____

☐ Presented identification _____

☐ DID Take an oath ☐ DID NOT take an oath



DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, Tri-County Development, a Florida limited partnership (hereafter referred to as "Declarant") is in the process of purchasing the real property more particularly described on Exhibit "A" attached hereto and by this reference made as part hereof (the "Property"); and

WHEREAS, the Board of County Commissioners of Hernando County has adopted the Educational Facilities Impact Fee Ordinance, Chapter 23, Article III, Division 2, of the Code of Ordinances of Hernando County, Florida (the "Ordinance"); and

WHEREAS, Section 23-73(6) of the Code of Ordinances of Hernando County exempts from the required payment of impact fees for a building permit which does not result in any additional impact on public educational facilities as sufficiently demonstrated by the applicant and approved by the school district; and

WHEREAS, the Declarant desires to place certain restrictions and limitations of record as to the use of the Property relating to Declarant's proposed development and operation of the Property as a Community for Older Persons to be known as Anderson Snow Villas; and

WHEREAS, the Declarant intends to establish a community which falls under the above reference exemption to the Code of Ordinances of Hernando County and under the Fair Housing amendments Act of 1988 (hereinafter referred to as the "Fair Housing Act") and the Housing for Older Persons Act of 1995, 42 U.S. C H3601-3619, thereby prohibiting minor residents of the community twenty-two (22) years of age or younger, except for a period to not exceed a total of sixty days per calendar year; and

WHEREAS, the Declarant is submitting this Covenant to demonstrate to the School Board of Hernando County that the issuance of building permits for Anderson Snow Villas will not result in any additional impacts on its public educational facilities and to have Anderson Snow Villas exempted from the payment of school impact fees;

NOW, THEREFORE, Declarant does hereby declare that upon its purchase of the Property, it intends to restrict the Property as follows:

1. No person of school age (22 years or younger by Florida State Law) shall reside in a residential unit on the Property on a permanent or non-permanent basis except for short-term visitation purposes.
2. This restriction shall be recorded in the covenants and deeds of the Property, shall run with the land, and shall be binding on all parties and all persons until such time as the property

is released from the terms and conditions contained herein by Hernando County and the Hernando County School District as provided for in paragraph 3 below. Copy of recorded covenants and deeds shall be provided to the applicable Hernando County department and the Hernando County School District.

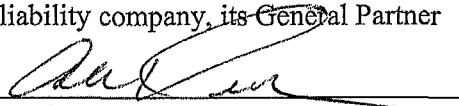
3. The Declarant, its successors and/or assigns, shall have the right upon written request delivered to the applicable County department and School District, to be released and have the Property released from the terms and conditions contained herein upon tender to Hernando County and School District of the amount of applicable impact fees in effect at the time of the requested release payable in accordance with the provisions of the Educational Facilities Impact Fee Ordinance. Thereafter, the Property will be subject to all school impact fees, other school district fees and charges in effect at the time of the release and all concurrency requirements including proportionate mitigation.

4. In the event of a violation or breach of the restrictions herein by any person or concern claiming by, through or under Declarant, its successors, or assigns, Hernando County shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of such restrictions. Repeated violations or breaches of the restrictions will, at the discretion of Hernando County and/or the School District, cause the removal of the School Impact fee and associated concurrency requirements exemptions for the Property. The failure to enforce any right, reservations, restriction, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or, as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

IN WITNESS WHEREOF, Anderson Snow Villas., a Florida limited partnership, has caused these presents to be executed by its managing member at Pasco County, Florida this 19th day of August, 2021.

Tri-County Development, a Florida limited partnership

By: Tri-County Development, a Florida limited liability company, its General Partner

By: 
Name: Alex Deeb
Title: President

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY
OF Pasco

The foregoing instrument was acknowledged before me this 19th day of August, 2021, by Alex R. Seeb, _____ of Tri-County Development, a Florida limited partnership, who is personally known to me or ☒ has produced _____ as identification by means of ☒ physical presence or ☐ online notarization.

(NOTARY SEAL)



Carol Ann Cannon

Notary Public State of Florida

(Name typed, printed or stamped)

My Commission Expires: _____

EXHIBIT "A"
Legal Description

The following described land located in Hernando County, Florida, and described as follows:

Parcel A/AK# 359356: A parcel of land lying in the Northwest ¼ of Section 28, Township 22 South, Range 19 East, Hernando County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Lot Number 15 as shown on the plat of Candlelight Unit 1 and recorded in plat book 16, pages 81 through 83, public records of Hernando County, Florida, thence run South 02°21'40" East along the Westerly right-of-way line of Candlelight Boulevard 183.01 feet to the P.C. of a curve to the right, said curve having a central angle of 3°06'15", a radius of 1595.00 feet, and a chord bearing and distance of South 02°03'03" West 86.40 feet, thence run North 72°44'26" West 603.03 feet, thence run North 00°37'46" West 275.87 feet to the Southwest corner of a 20.00 foot drainage right-of-way as shown on the aforementioned plat of Candlelight Unit 1, thence run along said drainage right-of-way line North 56°28'25" East 108.25 feet to the Southwesterly corner of Lot Number 12 as shown on the aforementioned plat of Candlelight Unit 1, said point also being the P.C. of a curve to the left, said curve having a central angle of 36°45'27", a radius of 555.00 feet, and a chord bearing and distance South 62°15'33" East 527.58 feet, thence run along the rear lot line of Lots 12, 13, 14 and 15 of the aforementioned Candlelight Unit 1, an arc distance of 549.79 feet, thence run North 39°22'14" East along the rear lot line of the aforementioned Lot 15 17.45 feet to a point on the Westerly right-of-way line of Candlelight Boulevard and the POINT OF BEGINNING.

Parcel B/AK# 01408925: A parcel of land lying in the Northwest ¼ of Section 28, Township 22 South, Range 19 East, Hernando County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot Number 15 as shown on the plat of Candlelight Unit 1 and recorded in plat book 16, pages 81 through 83, public records of Hernando County, Florida, thence run South 02°21'40" East along the Westerly right-of-way line of Candlelight Boulevard 183.01 feet to the P.C. of a curve to the right, said curve to the right, said curve having a central angle of 3°06'15", a radius of 1595.00 feet, and a chord bearing and distance of South 02°03'03" West 86.40 feet, thence run Southwesterly along the arc of said curve and the Westerly right-of-way line of Candlelight Boulevard 86.41 feet to the POINT OF BEGINNING, thence continue along the Westerly right-of-way line of Candlelight Boulevard and a curve to the right, said curve having a central angle of 9°44'11", a radius of 1595.00 feet and a chord bearing and distance of South 38°28'16" West 270.71 feet, thence run along the arc of said curve 271.04 feet, thence run North 72°44'26" West 558.04 feet, thence North 00°37'46" West 281.13 feet, thence South 72°44'26" East 603.03 feet to a point on the Westerly right-of-way line of Candlelight Boulevard and the POINT OF BEGINNING.

Containing 313, 407 square feet to 7.18 acres more or less.