SE2514
Public Exhibit

MIZELL ROAD

R.15.00

DECLARATION OF DEED RESTRICTIONS

These restrictions are imposed on and are intended to benefit and burden every parcel of the following described property:

Northwest 1/4 of Southwest 1/4 of Section 31, Township 23 South, Range 20 East, Hernando County, Florida, less the South 30 feet for Right-of-Way and less South 663.31 feet of the West 30 feet for Right-of-Way and less existing Right-of-Way for Hancock Road, along the Easterly Boundary ;

containing 39.86 Acres More or Less

AND

Southwest 1/4 of Southwest 1/4 of Section 31, Township 23 South, Range 20 East, Hernando County, Florida, less the North 30 feet for Right-of-Way and less North 663.31 feet of the West 30 feet for Right-of-Way and less existing Right-of-Way for Hancock Road, along the Easterly Boundary;

containing 39.51 Acres More or Less

AND

South 1/2 of the Southeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida, less the North 30 feet for Right-of-Way;

containing 98.6 Acres More or Less.

AND

South 1/2 of the Northeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida and the North 1/2 of the Southeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida less the South 30 feet for Right of Way and less the South 60 feet of the Westerly 30 feet for Right of Way and less the South 365 feet of the East 30 feet for Right of Way and the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida and the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida less the South 60 feet for Right of Way and a 24 foot easement along the Northerly Boundary of the Westerly 50 feet for ingress and egress;

containing 277.54 Acres More or Less.

Prepared by: Keith Fredericks
915 South Square
Brooksville, Florida 34601

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HERNANDO COUNTY, FLA.
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1. Restrictions on use of said property shall be recorded as follows:

A) PENALTIES. The restrictive covenants will run with the land and shall be binding on all successors in title. If the parties hereto, or any of them; or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any persons owning property within the area described and bound by these restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect.

B) DWELLING REQUIREMENTS. The ground floor of dwelling structures, including garage or carport as square footage of home, shall be not less than 2,000 square feet for one-story dwellings, nor less than 1,200 square feet for a dwelling of more than one story. For purposes of determining the square footage of the ground floor of a dwelling unit, the first habitable floor of a unit is the ground floor.

Manufactured houses, mobile homes will be permitted as dwelling units for a maximum period of two (2) years from date mobile home is moved onto property. Buildings supported by a stilt structure must have the first floor enclosed so the support structure will be hidden from view.

Any pool on any of the above described property shall be "In Ground Pools". No above the ground pools shall be permitted.

C) ANIMALS. Dog, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, however, horses may be kept for breeding or other commercial purposes. No swine or noxious animals of any kind may be kept on said property.

D) NUISANCES. No nuisance, annoyance or nauseous or offensive trade or activity shall be carried on upon the property, nor shall anything be done on said property that may be or may become an annoyance or nuisance to the surrounding property owners.

E) DISPOSAL. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or others equipment for the storage or disposal of such material shall be kept in a clean and sanitary provision.

F) SIGNS. No sign of any kind shall be displayed to the public in view on said property except one sign of not more than 5 square feet advertising the property during the construction and/or sales period and personal identity sign indicating personal logo; i.e., individual name or ranch name no larger then 2 foot by 2 foot.

G) ENFORCEMENT. The provisions herein contained shall bind and inure to the benefit of and be enforceable by the Grantees, their heirs,

administrators, personal representatives, successors or assigns, and failure to enforce in whole or in part any of the aforesaid covenants, restrictions and limitations for any length of time shall in no way estop or preclude any persons entitled to enforce the same from doing so at a later date. The failure of any person violating any covenants to correct such violation after ten (10) days notice in writing shall be deemed grounds for legal prosecution against such person to restrain the violation and/or to recover damages for the same. The party bringing the action shall be entitled to recover in addition to any and all damages, costs and disbursements allowed by law, such sum as a court may adjudge to be reasonable for the services of his or her attorneys. If in the event the court finds that these restrictions have been violated, the judgement of the court shall include the assessment of all costs and attorney fees against the person violating these restrictions as a part of the damages.

H) INVALIDATION. Invalidation of any of these covenants by judgement or court order in no wise shall effect any of the other provisions which shall remain in full force and effect.

WITNESSES:

MARY L. MIZELL

STATE OF FLORIDA
COUNTY OF HERNANDO

SWORN TO AND SUBSCRIBED before me this 2nd day of August, 1988.

NOTARY PUBLIC

Notary Public
State of Florida At Large
My Commission Expires May 25, 1990

C001188

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HARDSHIP RELIEF AGREEMENT

WHEREAS, HERNANDO COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, has verified that a hardship, as defined in Chapter 26 of the Code of Ordinances, Hernando County, Florida, existed regarding the development of the following described real property:

The Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 19 East, Range 23 South, Hernando County, Florida,

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HERNANDO COUNTY, FLA
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hereinafter referred to as the PROPERTY; and

WHEREAS, KEITH FREDERICKS, ESQ., hereinafter referred to as the TRUSTEE is the Legal Title Holder to parcels of the PROPERTY under various Land Trust Agreements, created pursuant to Florida Statutes Section 689.071; and

WHEREAS, MARY L. MIZELL, hereinafter referred to as the BENEFICIARY, pursuant to those various Land Trust Agreements, holds beneficial interest to parcels of the PROPERTY; and

WHEREAS, the COUNTY, BENEFICIARY and TRUSTEE have met and discussed the hardship in a Public Meeting and have come to an agreement regarding the above described PROPERTY;

THEREFORE, to relieve such hardship the Parties agree:

I. 1. BENEFICIARY and TRUSTEE agree that no parcel of the PROPERTY may be split into a smaller parcel than now exists in the Public Records of Hernando County until such time as the private way that passes through the Property is improved to meet County Subdivision Standards as described in Chapter 26 of the Code of Ordinances of Hernando County, Florida existing at the time of the improvement of the private way, or whichever standards then apply to the Subdividing of land in Hernando County, Florida;

2. The private way through the PROPERTY hereinafter will be known as MIZELL ROAD;

3. MIZELL ROAD will be owned solely and exclusively by the current owners of and subsequent Purchasers of parcels which have frontage on MIZELL ROAD, in equal, undivided interests;

4. The Owners of MIZELL ROAD shall bear any and all expenses regarding Maintenance of, Repairs to and Improving of MIZELL ROAD and that any Property Taxes or Assessments levied against MIZELL ROAD shall be paid by the Owners of MIZELL ROAD, in equal shares;

5. At such time as MIZELL ROAD is improved to meet the then existing Subdivision Regulations the individual parcels may be further subdivided into smaller parcels, so long as each division complies with the Subdivision Regulations existing at that time.

II. 1. The COUNTY agrees to grant relief from the hardship imposed by Chapter 26 of the Code of Ordinances of Hernando County, Florida and allow the development of this PROPERTY exempt from those Subdivision Regulations subject to this Agreement.

2. Owners and subsequent Purchasers of parcels of this Property are eligible to receive Building Permits for these parcels provided that they recognize and affirm this Agreement and so long as the Applications for such permits comply with the remainder of the Code of Ordinances of Hernando County, Florida.

3. Any Parcel owner may subdivide his or her parcel pursuant to all then existing County Ordinances so long as MIZELL ROAD is improved to existing Hernando County Standards, from an existing, paved County Road to the point of MIZELL ROAD fronting his or her parcel, which is the farthest from the paved County Road.

III. Provided that, if any parcel owner subdivides his or her parcel in contradiction to this Agreement that owner will be solely liable for improving MIZELL ROAD to existing Subdivision Standards from the nearest paved, County Road to the point of MIZELL ROAD fronting his or her parcel, which is the farthest from that paved County Road.

By our signatures below we the signatories, the COUNTY, BENEFICIARY and TRUSTEE, respectively, agree to the foregoing on this 10th day of January 1989.

(SEAL)

Board of County Commissioners
Hernando County, Florida

ATTEST: Karen Nicolai
KAREN NICOLAI, Clerk

BY: Richard C. Killingsworth
RICHARD C. KILLINGSWORTH,
Chairman

Mary L. Mizell
MARY L. MIZELL

Witness as to all parties

K. Keith Fredericks
KEITH FREDERICKS, ESQ.

Witness as to all parties

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARY L. MIZELL, and KEITH FREDERICKS, ESQ., well known to me and that they acknowledged executing the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of January, 1989.

Connie E. Jackson
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 15, 1991

L010289

Parcel No. R31 423 20 0000 0050 0000, etc.
Seller Soc. Sec. No. _____

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KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL

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DEED OF ROADWAY

THIS DEED, executed this 28 day of April, 1994, between MARY L. MIZELL, single, Grantor, whose mailing address is: 22320 Hayman Road, Brooksville, Florida 34602, and MARY L. MIZELL, whose mailing address is: 22320 Hayman Road, Brooksville, Florida 34602, CLIFTON B. SMITH and PHYLLIS J. SMITH, husband and wife, whose mailing address is: 168 Culbreath Road, Brooksville, Florida 34602, DAYNE C. DUKES and ROSE V. DUKES, husband and wife, whose mailing address is: R.D. 3, Box 199-K, Bridgeville, Deleware 19933, FRANCES MORRIS and JAN M. BAKER, as joint tenants with full right of survivorship, whose mailing address is 16210 Oakmanor Drive, Tampa, Florida 33624, LUCY DOROTHEA YARHI, whose mailing address if 110 Culbreath Road, Brooksville, Florida 34602, STEVEN W. RICHARDS, whose mailing address if Post Office Box 4645, Tampa, Florida 33677, ROY K. HINSON and JOYCE H. HINSON, husband and wife, whose mailing address is: 1409 Dover Road South, Dover, Florida 33527, DONALD HENLEY and LAURA HENLEY, husband and wife, whose mailing address is: 3906 West de Leon Street, Tampa, Florida 33609, HAROLD D. DEAL and JUDITH A. DEAL, whose mailing address is: 152 Culbreath Road, Brooksville, Florida 34602, EVE M. JEHLE, whose mailing address is: 146 Culbreath Road, Brooksville, Florida 34602, HERBERT W. RHODE and WILMA L. RHODE, husband and wife, whose mailing address is: 35731 Blanton Road, Dade City, Florida 33525 and DENNY BROGAN and YOKO BROGAN, husband and wife, whose mailing address is: 140 Culbreath Road, Brooksville, Florida 34602, Grantee;

O.R. 957 PG 1632

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration does hereby grant unto Grantee, for the limited and exclusive use solely by Grantee and Grantee's successors in title for ingress and egress from State Road 581 to the property currently owned by Grantee abutting the property herein described and for no other purpose, an undivided equal interest, each, in and to the following described land, lying and being situate in Hernando County, Florida, to-wit:

The South 30.00 feet of the East 580.00 feet of the North 1/2 of the SE 1/4; AND the East 30.00 feet of the South 357.94 feet of the North 1/2 of the SE 1/4; AND the North 30.00 feet of the South 1/2 of the SE 1/4; AND the South 30 feet of the North 1/2 of the SE 1/4, LESS the West 60 feet of the West 1/5 thereof; AND the South 60 feet of the West 60 feet of the West 1/5 of the North 1/2 of the SE 1/4; AND the South 60 feet of the East 1/2 of the NE 1/4 of the SW 1/4; AND 60.00 feet lying 30.00 feet on either side of the following described center line: Commence at the NE corner of the SW 1/4 of the SW 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida; thence run North 00°30'57" East a distance of 30.00 feet for a Point of Beginning; thence run South 89°43'33" East a distance of 128.38 feet; thence run North 02°38'01" East distance of 75.54 feet; thence run North 84°02'51" East a distance of 182.18 feet; thence run South 01°49'37" East a distance of 95.31 feet; thence run South 89°41'38" East to the East line of the West 1/2 of NE 1/4 of SW 1/4 of Section 36, a distance of 344.93 feet to the Point of Terminus; AND the South 60.00 feet of the South 1/2 of the NW 1/4 of the SW 1/4; ALL lying in Section 36, Township 23 South, Range 19 East, Hernando County, Florida.
a/k/a Mizell Road

TO HAVE AND TO HOLD the same unto the Grantee and Grantee's successors in title forever.

Documentary Tax Pd. $ 70
Intangible Tax Pd. $ _____
Karen Nicolai, Clerk of Circuit Ct.
Hernando County, Florida
By _____ D.C.

("Grantor" and "Grantee" are used for singular or plural, as context requires.)

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

Signed in our presence:

Witness — Mary L. Mizell

(Printed Name of Witness)

Witness

(Printed Name of Witness)

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by MARY L. MIZEL, who is personally known to me this 28 day of April, 1994.

Notary Public

JOSEPH E. JOHNSTON, JR.

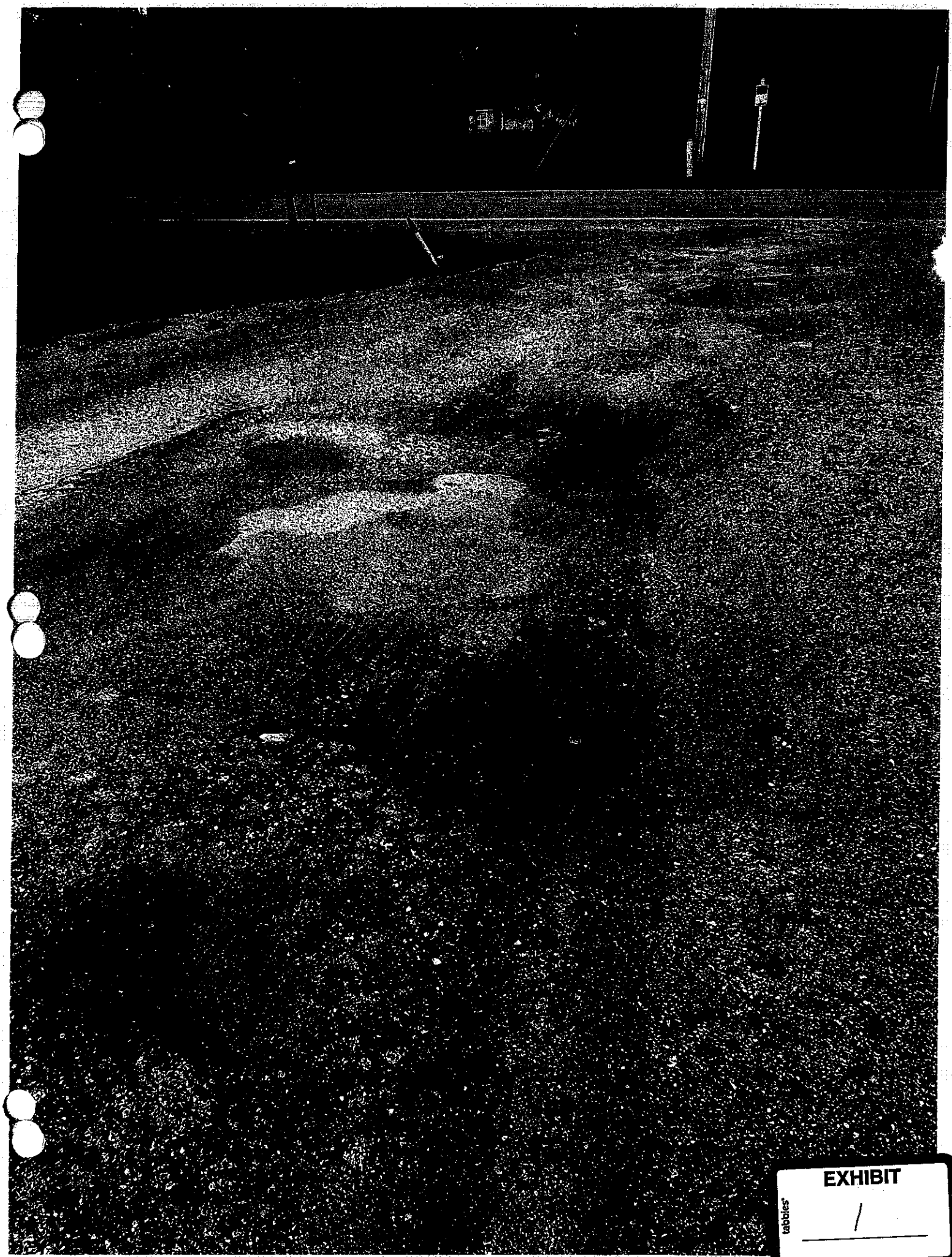
(Printed Name of Notary Public)

My commission expires:

OFFICIAL NOTARY SEAL
JOSEPH E JOHNSTON JR
COMMISSION NUMBER
CC330257
MY COMMISSION EXP.
NOV. 13,1997

O.R. 967 PG 1633

This instrument was prepared by
Joseph E. Johnston, Jr.
JOHNSTON & SABBER, P.A.
P.O. Box 997
Brooksville, Florida 34605



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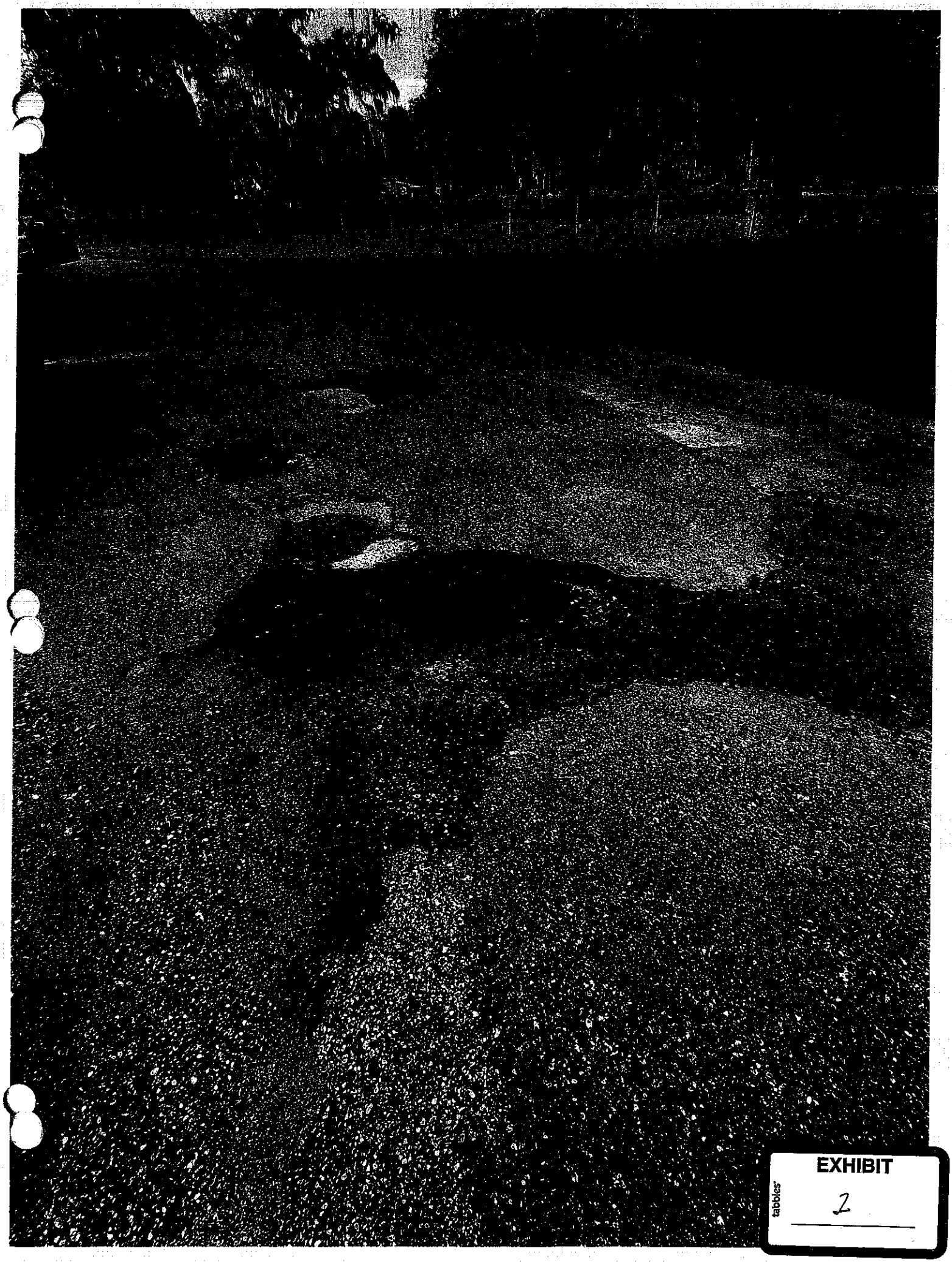

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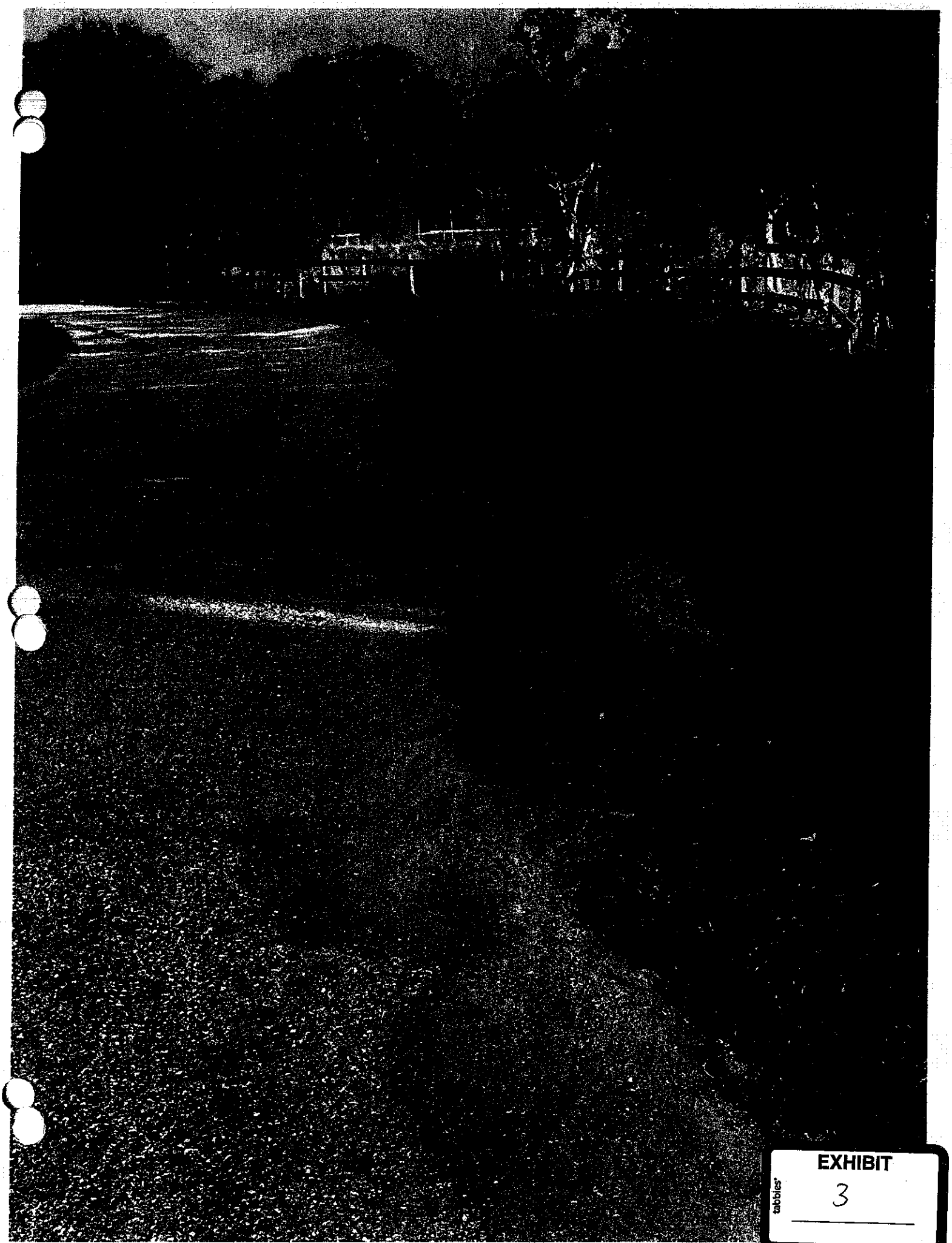

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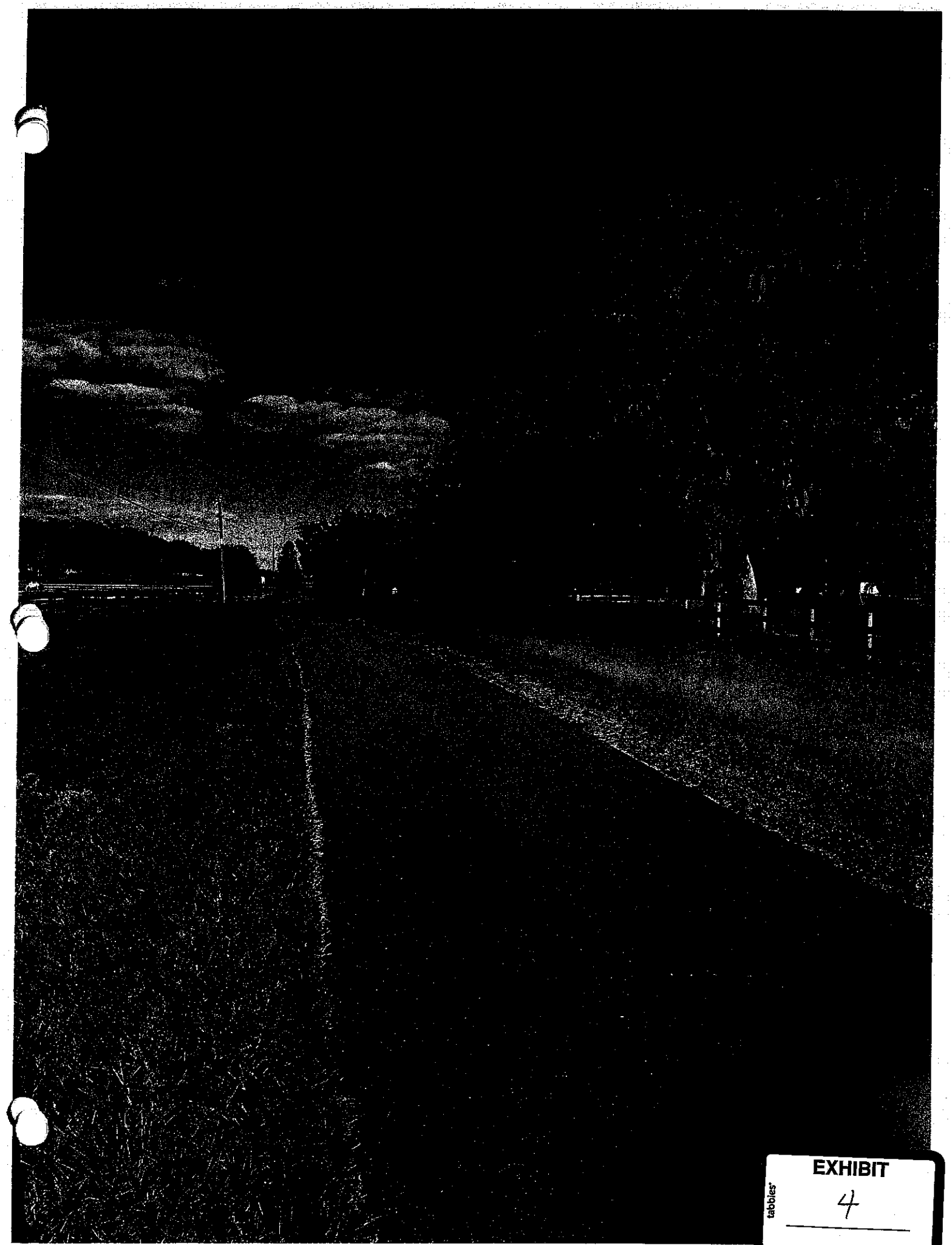

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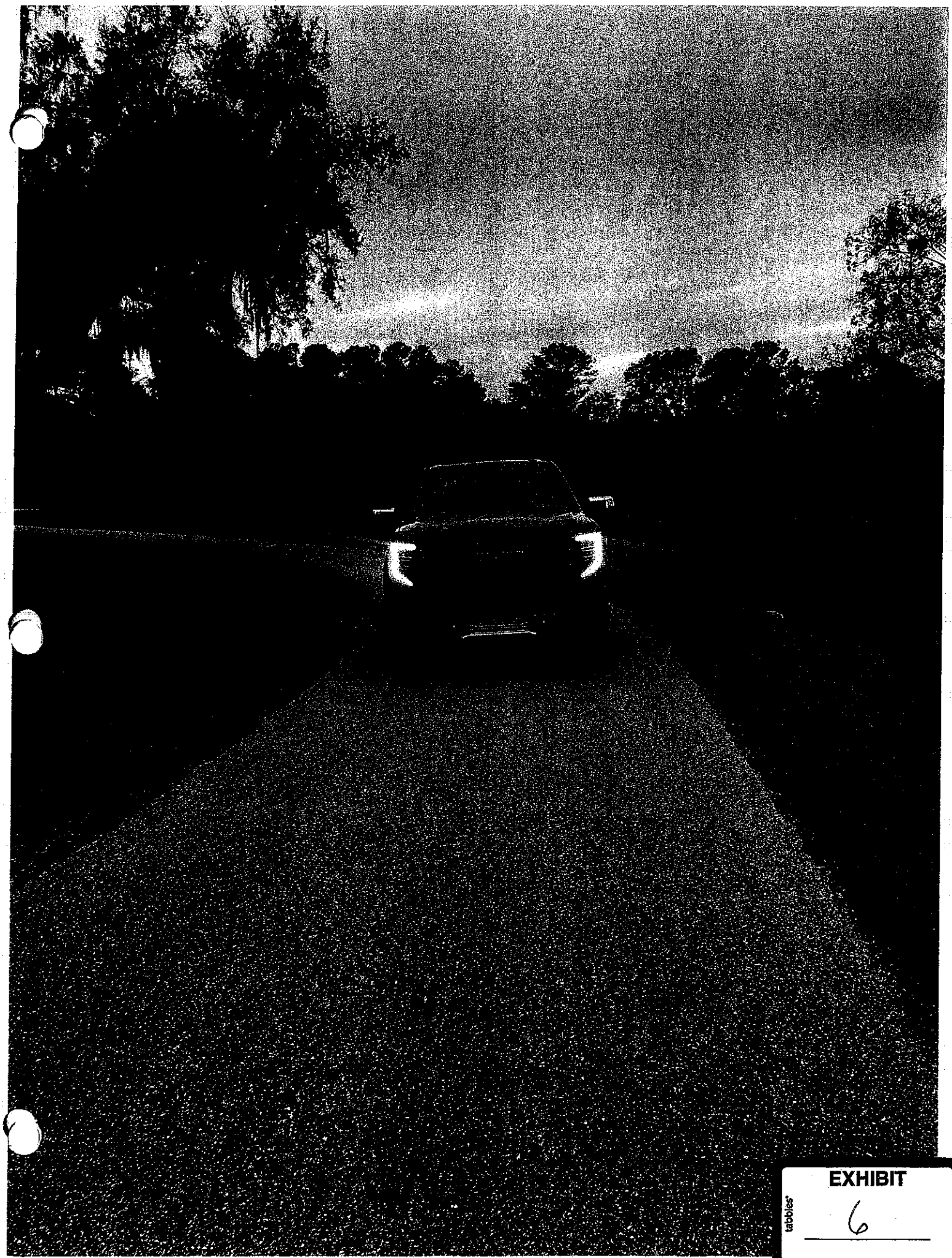

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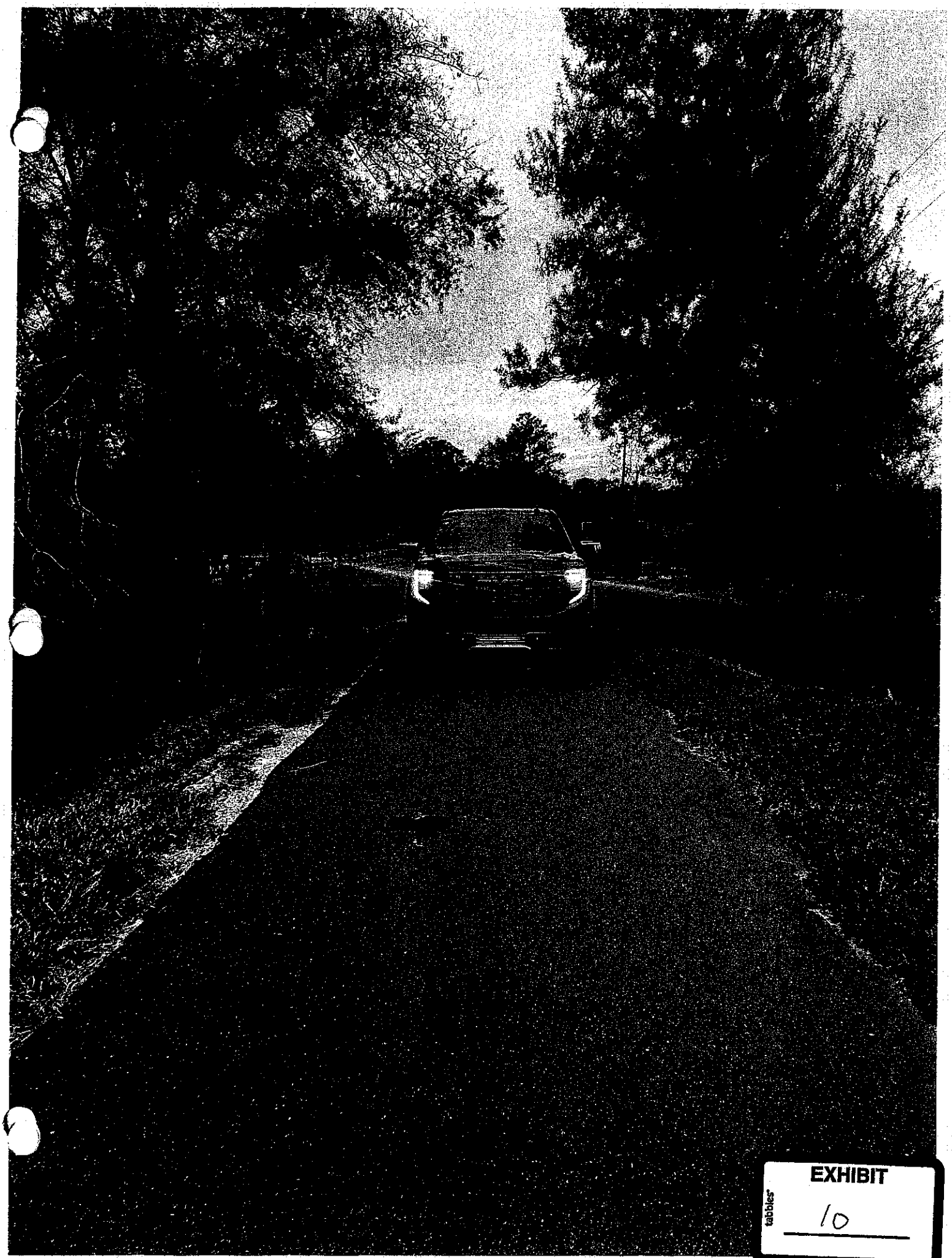

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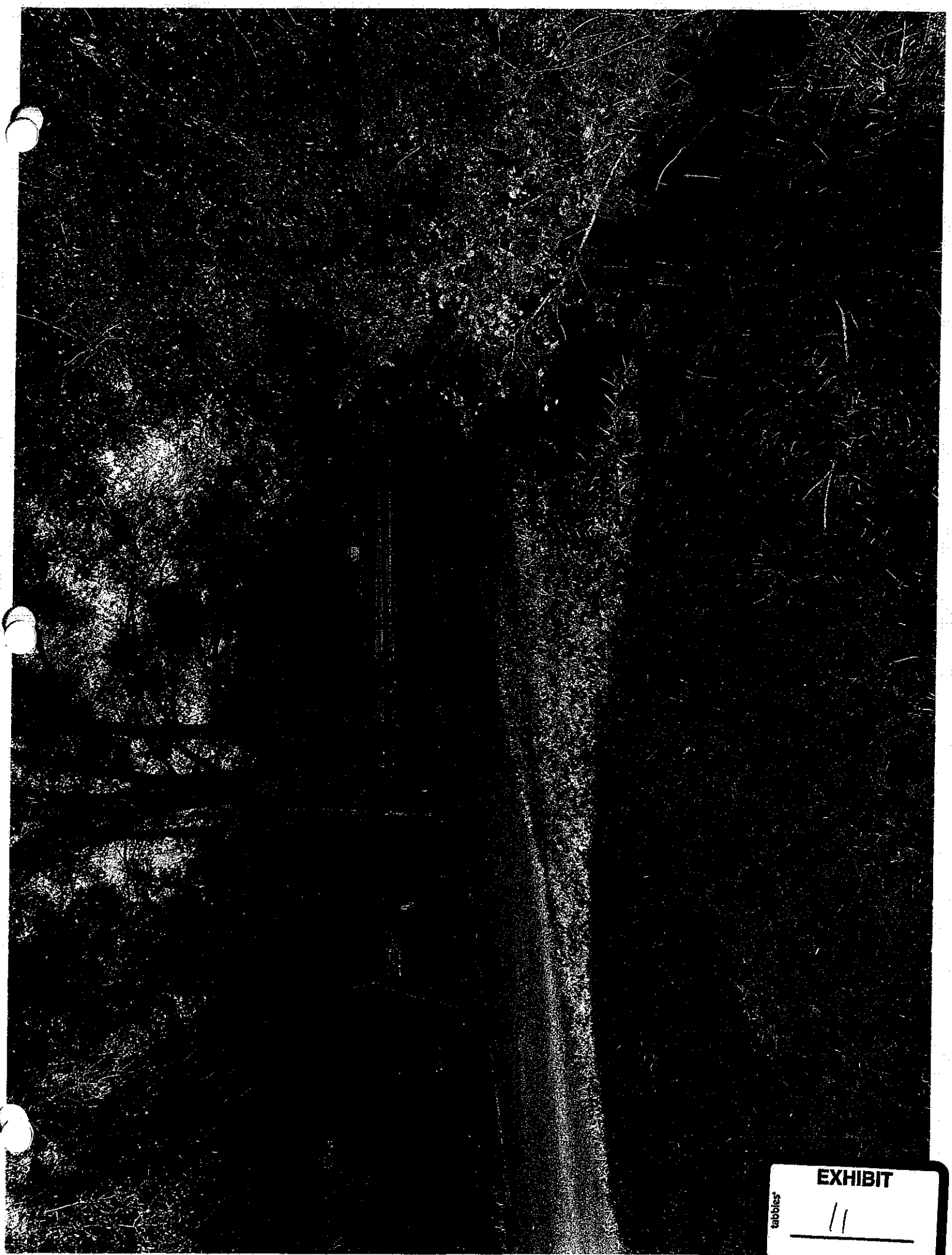

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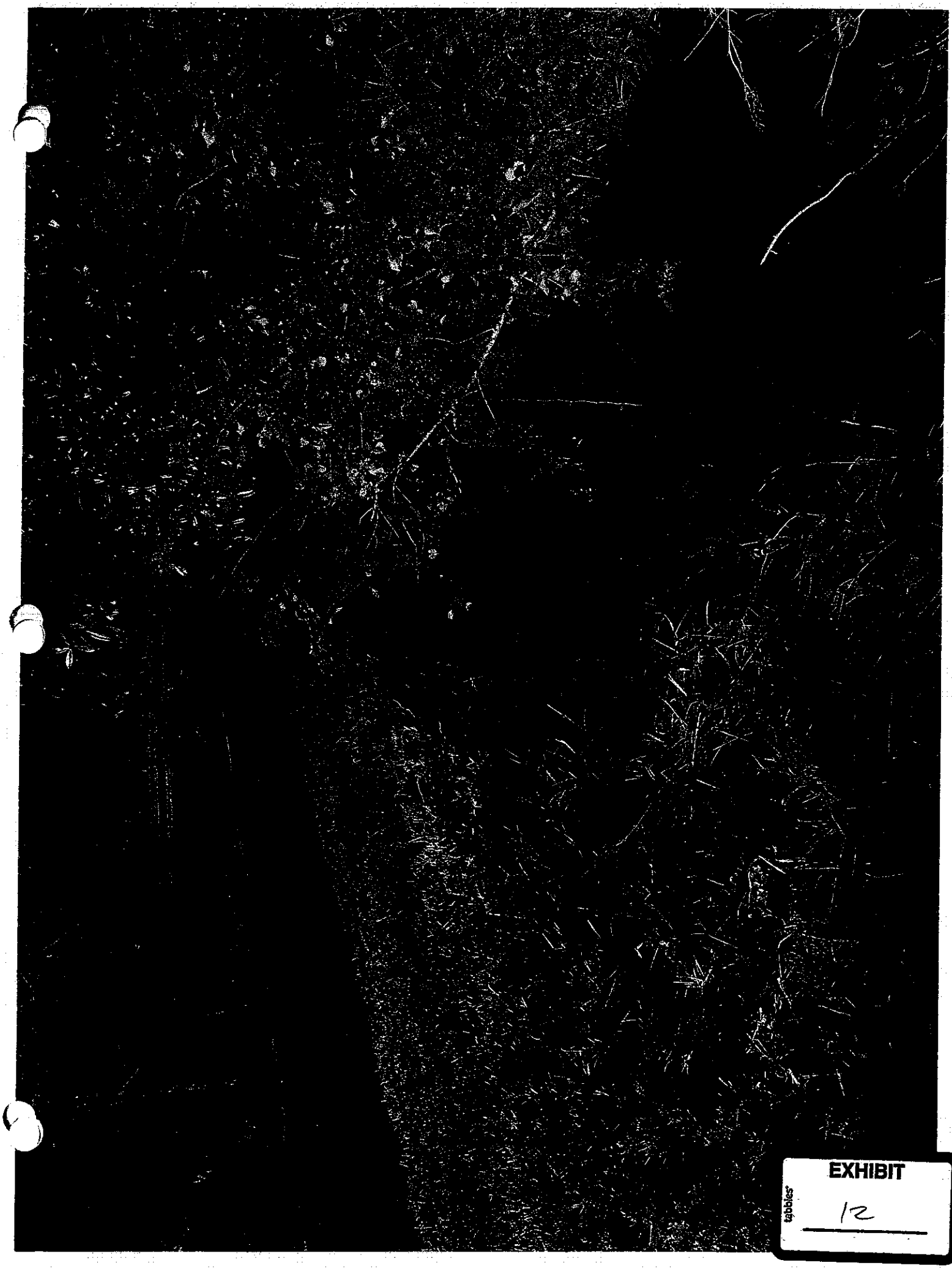

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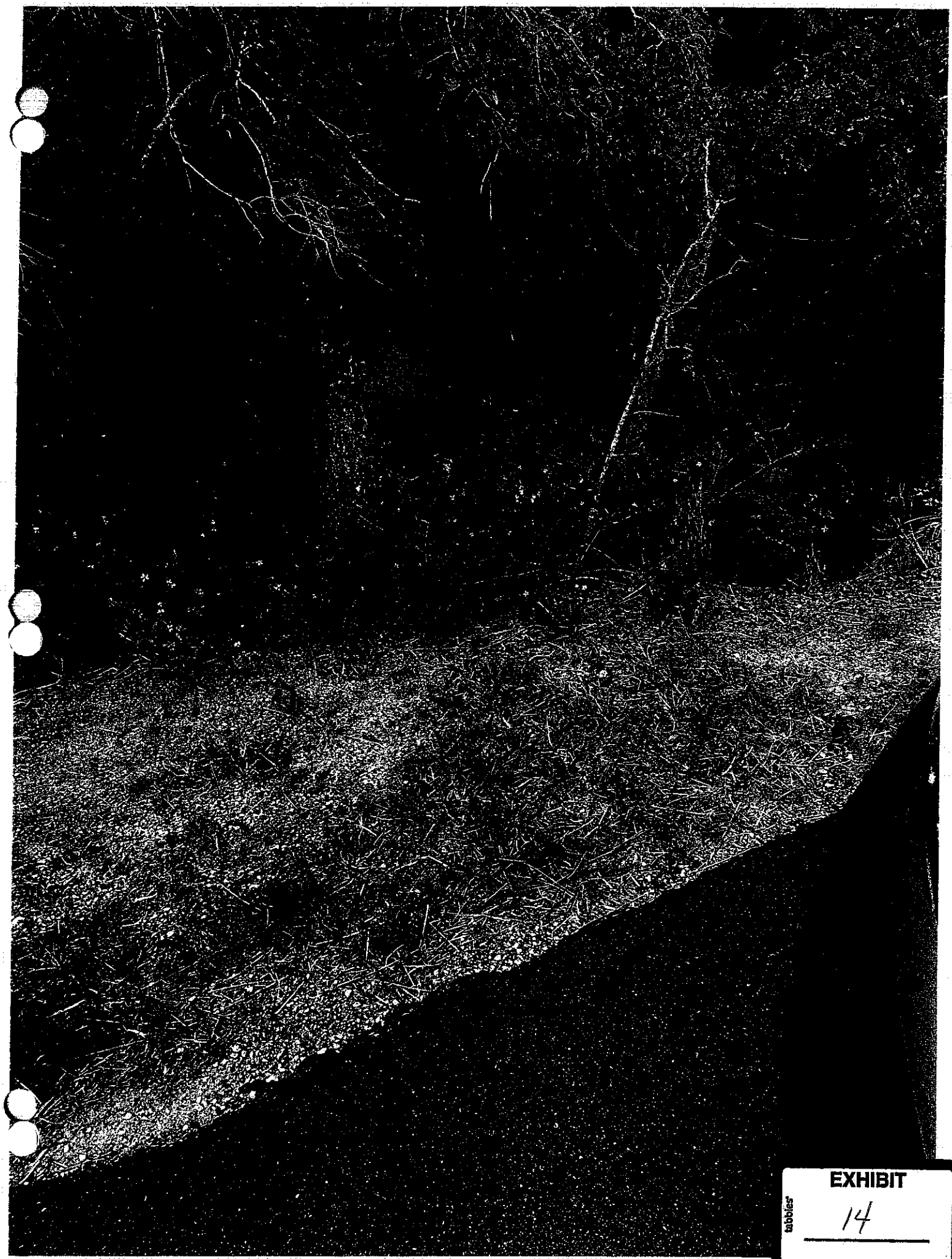

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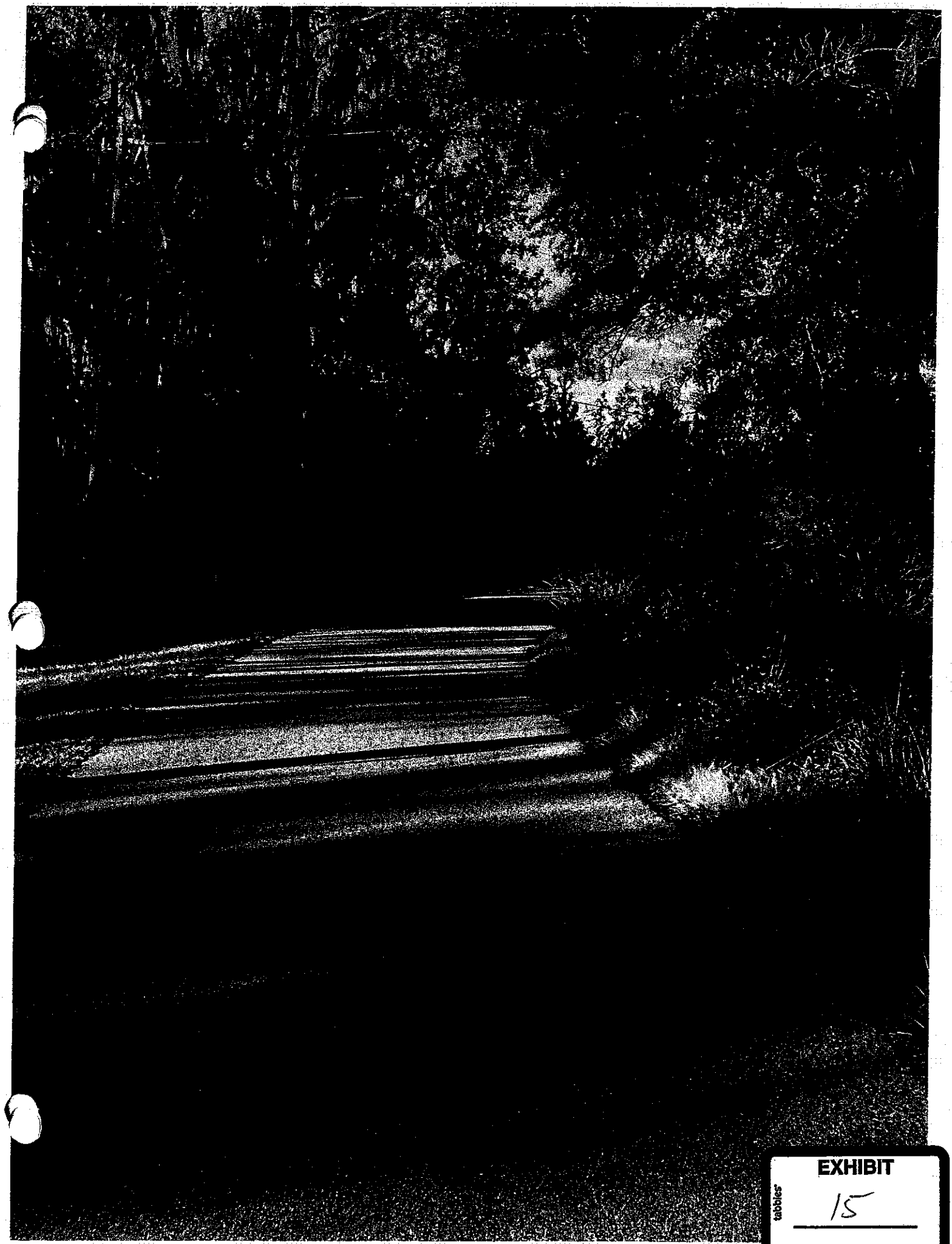

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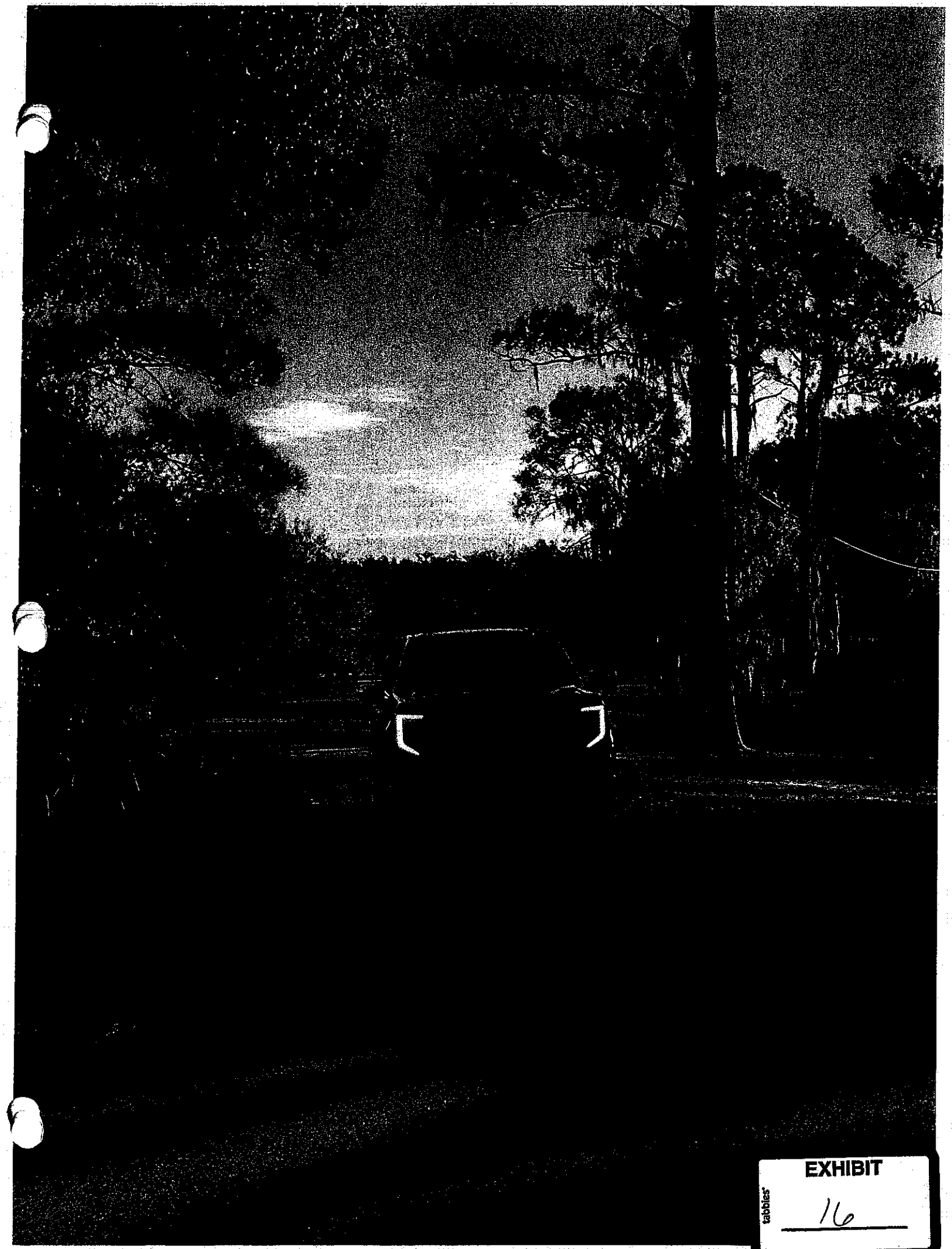

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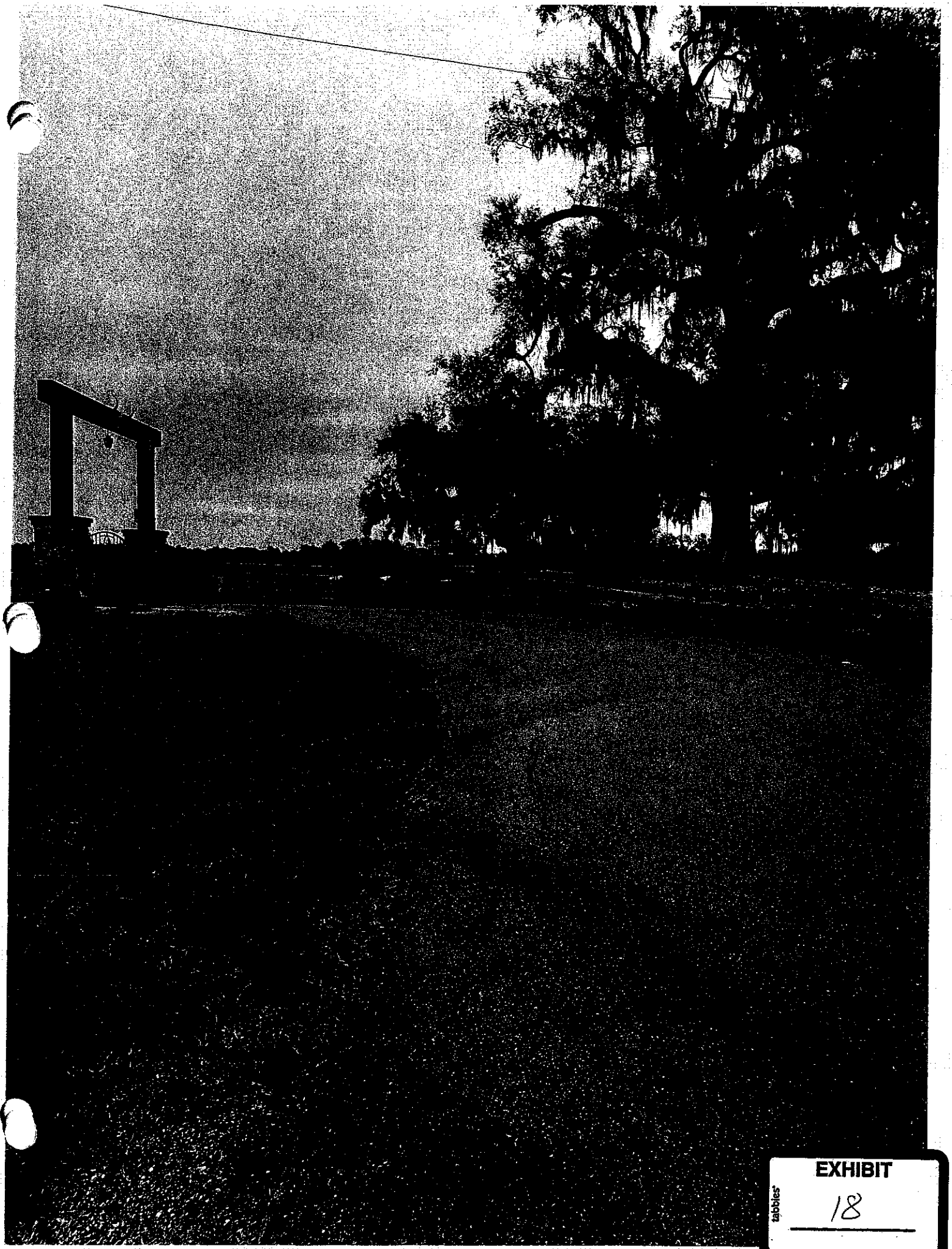

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Safety Concerns

- Width the road not meeting DOT Guidelines for commercial traffic:
- culverts and barriers do not DOT Standards for commercial traffic
- turnaround does not meet DOT Standards for commercial traffic
- lack of speed limit signs
- lack of speed bumps
- lack of culvert barriers and signs
- lack of appropriate shoulders for passing traffic
- lack of sidewalks
- lack of lighting
- concern for pedestrian traffic
- concern for bicycle traffic
- no stop signs

Potential Traffic for Wedding Venue

Wedding party limos
Guests vehicles
Catering vans and box trucks
Food trucks
Portalet Trucks
DJ vehicles
Big trucks transporting tents
RVs and buses
Fireworks displays (which would mean trailers and possible fire hazard)
Ice trucks dropping off coolers of ice
Florists vans
Garbage trucks
Cake vendors
Photobooth vendors
Balloon vendors
Social Media vendors
Photographers
Videographers
Liquor vendors with trucks
Mobile bar setups
Mobile stage trailers
Valet parking attendants and their staff and vehicles

CONCLUSION

If this Special Exemption is allowed, then all of us living in this residential area will have the privilege of dealing with traffic and particularly on Friday and Saturday nights be dealing with head-on traffic potentially from those who have consumed alcohol forcing us off a road that we own that I paid over $40,000 to repair and for which again I will be asked to help maintain in the future as well as having the added privilege of being potentially liable for accidents along the road without receiving one cent from their commercial endeavors.

To: Hernando County Planning & Zoning Commission
20 North Main Street
Brooksville, Florida 34601

From: Karen Chase
Property Owner – 23080 Mizell Road, Brooksville, Florida 34602

Date: November 10, 2025

Re: Formal Objection to SE-25-14 – Special Exception Request for a "Place of Public Assembly / Wedding Venue" at 23099 Mizell Road, Brooksville, FL 34602

I. Introduction and Standing

To the Members of the Planning and Zoning Commission:

I submit this letter of formal objection to the pending **Special Exception Use Permit (SE-25-14)** request, which seeks to authorize a commercial wedding and event venue on the property at 23099 Mizell Road.

My family and I own the adjoining parcel immediately south of the subject property. We purchased our land with the dream of building our permanent residence — a home surrounded by peace, privacy, and the natural rural character that drew us here. Mizell Road is a **private, one-lane access road,** maintained entirely at the expense of the property owners who live along it. The proposed venue would fundamentally change the nature, safety, and livability of this area.

Before presenting the legal and factual grounds for denial, I want to make it clear that our objection is **not personal**. We fully **understand and respect the Berrys' entrepreneurial spirit** and their desire to build a small business for themselves and their family. Hosting events and weddings is, in itself, a positive endeavor that contributes to community life when properly situated. However, **this location is simply not appropriate** for such a commercial operation. The narrow private road, lack of infrastructure, and existing deed restrictions make this parcel unsuitable for an event venue of any scale. Our opposition is based solely on the incompatibility of the proposed use with the surrounding environment, infrastructure, and legal limitations — not on personal animosity.

II. Violation of Recorded Deed Restrictions

The properties in this area, including the applicant's, are governed by a **recorded Declaration of Deed Restrictions** (O.R. Book 701, Page 219, Hernando County Public Records). These covenants run with the land and remain legally binding.

Relevant provisions include:

> **Section D (Nuisances):**
> "No nuisance, annoyance, or nauseous or offensive trade or activity shall be carried on upon the property, nor shall anything be done on said property that may be or may become an annoyance or nuisance to the surrounding property owners."

Section G (Enforcement):
"The provisions herein contained shall bind and inure to the benefit of and be enforceable by the Grantees, their heirs, administrators, personal representatives, successors or assigns… The failure of any person violating any covenants to correct such violation after ten (10) days' notice in writing shall be deemed grounds for legal prosecution… The party bringing the action shall be entitled to recover damages, costs, and reasonable attorney fees."

Section A (Penalties):
"If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any persons owning property within the area described… to prosecute any proceedings at law or in equity to prevent him or them from so doing or to recover damages for such violation."

The proposed event venue would create constant noise, traffic, lighting, and commercial activity — all of which clearly qualify as "nuisance or offensive activity" under Section D.

These restrictions have not been amended or nullified. As such, **any County approval cannot supersede or invalidate them**. Florida case law (*City of Miami Beach v. Rocio Corp.*, 404 So. 2d 1066 (Fla. 3d DCA 1981)) confirms that governmental zoning decisions cannot override private covenants. The County may grant permission to operate under its code, but **private law still prohibits it**, and affected property owners — including myself — retain the right to seek injunctive relief and damages.

A. Legal Confirmation of Enforceability – *Mizell v. Deal* (Fla. 5th DCA 1995)

The enforceability of these very deed restrictions has already been confirmed by the **Florida Fifth District Court of Appeal** — the same appellate district governing Hernando County — in ***Mizell v. Deal***, 654 So. 2d 659 (Fla. 5th DCA 1995). In that case, Mary L. Mizell — the original developer of this same tract — sued to enforce the identical restrictive covenants now applicable to our properties.

The appellate court **ruled in her favor**, holding that the restrictions were valid, properly recorded, and fully enforceable against subsequent owners. The court rejected arguments claiming the restrictions were ambiguous, abandoned, or waived, and reaffirmed that restrictive covenants "which are of substantial value to neighboring lands must be enforced according to their plain terms." The court further noted that Mizell's original intent in creating these covenants was "to prohibit the permanent placement of trailers and also to prohibit hog farms and chicken farms," thereby preserving the agricultural and residential integrity of the community.

This binding appellate decision confirms beyond question that the **Mizell Deed Restrictions remain legally enforceable**, continue to benefit all adjoining parcels, and can be enforced by any landowner — including myself — to prevent incompatible or nuisance uses.

III. Conflict with Agricultural (AG) Zoning and County Land-Use Policy

According to the County's own Staff Report, the subject property and all adjoining parcels are zoned **AG (Agricultural)** and designated as **Rural** in the Comprehensive Plan.

The request seeks to introduce a **Place of Public Assembly**, which is a **commercial use**, not an agricultural one. Even the Staff Report recognizes that this activity requires a **special exception** because it is not inherently compatible with AG zoning.

The report also explicitly states:

> "The granting of this land-use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land-use ordinances."

This is an acknowledgment that **approval does not legalize the use under private law.** It further underscores that the proposed venue is **commercial in nature and incompatible** with surrounding agricultural and residential uses.

IV. Roadway and Infrastructure Issues

Access to the property is through **Mizell Road**, a privately maintained, single-lane road that was never designed for high-volume traffic. The applicant's own narrative confirms this.

Even at the applicant's estimated 30 vehicles per event, the increased traffic, heavy vendor trucks, garbage haulers, and catering vehicles would create hundreds of additional trips annually — likely **1,000 to 1,500 per year**. Each event would impose wear, congestion, and safety risks on a road the County does not maintain.

Under Florida easement law (*Crutchfield v. F.A. Sebring Realty Co.*, 69 So. 2d 328 (Fla. 1954)), the owner of a dominant estate may not materially increase the burden of an easement beyond what was contemplated when it was established. Authorizing a commercial venue accessible only via this shared private road would violate that principle and unfairly shift repair costs and liability onto neighboring owners.

V. On-Site Wastewater and Utility Feasibility

The Staff Report confirms that **public water and sewer are not available** to the parcel. Any operation would therefore depend on an **onsite sewage treatment and disposal system (OSTDS)** subject to **Rule 62-6, F.A.C.** and **§§ 381.0065–.00655, F.S.**

Those rules require suitable soils, minimum separation to the wet-season water table, and strict setbacks from wells and surface waters. In this area, the soils are commonly **moderately to severely limited**, and the seasonal water table is high. Such conditions make compliance difficult and often require advanced treatment systems or fill mounds, which alter site drainage and environmental quality.

If septic use proves infeasible, the project cannot operate lawfully. And if a central sewer later becomes available, the business would face mandatory connection costs under § 381.00655 F.S. These are serious operational uncertainties and environmental risks inconsistent with AG-zoned, low-intensity land.

VI. Nuisance Impacts: Noise, Light, and Visual Intrusion

Events with amplified music, outdoor lighting, and up to 50 guests until 10 p.m. will generate noise and light far exceeding normal rural background levels. Portable light towers and headlights from parked cars will spill across property lines, directly undermining the intent of the Rural zoning classification and violating **Deed Restriction D**.

Even if conducted within the stated hours, the frequency and intensity of the disturbance make it an **unreasonable interference** with neighboring owners' peaceful use and enjoyment of their property — the very definition of nuisance under Florida law.

VII. Property Value, Reliance, and Rural Character

Property owners along Mizell Road purchased their land in reliance on existing Agricultural zoning, the Rural future land-use map, and the deed restrictions ensuring non-commercial tranquility. Allowing this use would erode property values, create a precedent for further commercial intrusion, and undermine the integrity of County planning.

VIII. Legal Precedent and County Liability

Florida law clearly establishes that:

1. Private restrictive covenants remain enforceable despite zoning changes.
2. Counties cannot authorize uses that conflict with recorded covenants.
3. Repeated violations or approval contrary to established land-use intent can expose the County to legal challenges or claims of arbitrary decision-making.

Approving SE-25-14 in the face of these restrictions would therefore be legally precarious and contrary to sound planning principles.

IX. Requested Action

For all the reasons stated above, I respectfully request that the Hernando County Planning & Zoning Commission:

1. **Deny** the SE-25-14 Special Exception for a "Place of Public Assembly / Event Venue."
2. Acknowledge that the proposed use violates binding deed restrictions and is incompatible with the Agricultural zoning district and the Rural future-land-use designation.
3. Recognize the infrastructure, environmental, and safety limitations that make this location unsuitable for commercial assembly uses.
4. Preserve the rights of existing property owners and the rural integrity of Mizell Road.

X. Conclusion

We sincerely wish the Berrys success in their personal and professional endeavors. They clearly have vision and ambition, and there are locations in Hernando County that could support their business properly and safely — but **Mizell Road is not one of them**. The constraints of this private road, the recorded restrictions, the lack of public infrastructure, and the quiet rural setting make this location inherently unsuitable for a commercial venue.

This objection is made respectfully, without malice, and with the hope that the Board will protect both property rights and community character by **denying the SE-25-14 application**.

Thank you for your time and consideration.

Respectfully submitted,

Karen Chase
Property Owner – 2308 Mizell Road, Brooksville, Florida 34602
917-701-2178

To: Hernando County Zoning Board

From: *Harris Nightingale*
23080 Mizell Road, Brooksville, FL
(Mailing Address: 11905 Oak Trail Way, Port Richey, FL 34668)

Subject: File #16659 – Planning & Zoning Commission Special Exception Use Permit Petition Submitted by Steven and Christina Berry (SE-25-14)

To the Members of the Hernando County Planning and Zoning Board:

Let me start my comments by sharing with you a relevant and, sadly, true story about something similar to this current situation.

The town was my hometown - a perfect New England small town with a single main street, rolling hills, fruit orchards, and family farms. It was the kind of town where you'd aspire to live. The street we lived on was a dead-end road: quiet, private, agricultural, and surrounded by woodland. As kids, we played in the street, hunted in the woods, and roamed without care. The neighbors all knew each other, and life was good.

At the end of the woods beyond our street was another road that led, in a roundabout way, to the highway. One day, a developer who was building a small complex on that nearby road realized that if he could change the zoning on a piece of land, he could extend our quiet street to meet the other road - cutting travel time to the highway by one-third and increasing the value of his development. But it would also devastate the residents on our road.

He didn't care about the neighbors or the character of the community - only about himself and the money he could make. After all, he didn't live on our road. He applied for a zoning change quietly, without mentioning it to anyone. The people who lived on my street were unaware of this application until it was too late to respond. The change was granted, and the extension was built. That was the beginning of the destruction of our neighborhood.

What Happened Next

Our quiet, bucolic street became a thoroughfare. Delivery trucks, tractor-trailers, contractors, and commuters began using it as the new "shortcut" to the highway. All day and all night, you heard cars whizzing by; the once-peaceful air filled with noise. Crossing the street became hazardous. You couldn't even consider crossing without running, for fear of being hit.

The town eventually installed stop signs, speed warnings, double yellow lines, and street lamps in an effort to slow traffic - but it was too late. Children no longer played outside. Family pets were found dead on the road. The constant sound of engines, horns, grinding gears, and screeching tires replaced the quiet. Headlights flashed through windows late into the night. Heavy equipment rattled the houses. Property values plummeted because no one wanted to live in a neighborhood like that, or raise their children with that kind of danger and noise.

One by one, the neighbors began to move away - slowly at first, then quickly, as property values dropped further. Eventually, very few remained. The new residents were strangers who didn't share the same sense of community or appreciation for what had once made the neighborhood special.

That is what happens when short-term financial gain is placed above long-term community preservation.

A Question for the Board

As you consider this zoning request, I urge you to ask yourselves one question, over and over again:

Which neighborhood would you rather live in - the quiet, rural one, or the noisy, commercial one that replaced it?

That question is at the heart of this decision. Are you willing to cause the same irreversible harm to this agricultural community? I ask you to keep that in mind as you hear my reasoning for denial.

Overview of the Request

Today's zoning meeting concerns a zoning change request submitted by Christine and Steven Berry. I personally and categorically disagree with this request. It should be denied for many reasons - not the least of which is that it will irreversibly impact the agricultural, peaceful nature of our neighborhood.

It is in clear violation of the **Deed Restrictions**, and it negatively affects all the property owners on Mizell Road - monetarily, legally, and in quality of life. It is antithetical to the agrarian nature of our community.

Loss of Character and Value

The zoning change request is riddled with vague, misleading language and, like the developer in my story, demonstrates a lack of foresight.

It will bring additional costs to every family on the street, destroy the agricultural lifestyle and privacy we all value, and degrade both the neighborhood and property values - just as that zoning change destroyed my childhood home.

That said, I don't begrudge the Berrys their desire to make a living. I understand their ambition - but **this is not the right place for such an endeavor.**

Our Property and Intent

My wife and I own the parcel directly south of the Berry property. We don't yet have a home on our property, we acknowledge that. We bought it with the dream of building our forever home - a home

surrounded by peace, privacy, and the natural beauty that drew us here in the first place. Our land is strictly agricultural - pasture, prairie, woods, and a stream, all in its natural state. We are saving to build our home, a dream we've worked toward for many years.

Finding the right agricultural property took us even longer. We wanted something private - a place where we could live and work the land, raise animals, and enjoy peace. I grew up working on farms, and this property fulfilled that dream.

Before purchasing, I carefully reviewed the land and surrounding parcels. I did my due diligence precisely because I feared something like this - a change in use, development of adjoining properties, or the addition of a "shortcut."

This is true farmland. The soil is classified as **Class II** by the USDA NRCS Hernando County Soil Survey - a **non-renewable resource**, and exactly the type of land the **Comprehensive Plan** seeks to preserve. It consists of fields for animals and farming, wooded areas, and a running stream in a quiet agricultural area.

If you grant this zoning change, you will not only dash our dream, but also make it impractical to build our home. Who wants to look out their front yard at a 50' x 80' parking lot, headlights glaring into their windows, music blaring every weekend until 10 p.m. - not including cleanup, breakdown, and the noise of intoxicated guests and cars leaving the property?

We specifically purchased this land because it sits at the end of a one-mile dead-end road and is protected by **Deed Restrictions** instituted by Miss Mizell when she created these small farms and the private road. We value our privacy and our right to the quiet enjoyment of our property above all else.

Parking Lot and Drainage Concerns

The proposed parking lot would be positioned at the top all along the edge of our property, where we have a small amount of road frontage. The land slopes downward at roughly five degrees and continues toward our stream.

Runoff from this lot will severely impact natural drainage. Even if the lot remains grass, constant use will compact the soil, increasing runoff and erosion. The 50' x 80' (4,000 sq. ft.) lot - with additional expansion space contemplated in the application and staff report - will become an eyesore. Headlights will shine directly into our future home.

Flawed and Inadequate Notification Process

While the County may have followed minimum statutory notice requirements, this process fails property owners. The application was filed on July 18 - ovewr 3 ½ months ago and yet we received this notice in the mail on a Wednesday - leaving only **two business days** before the required hearing to prepare for the board meeting. That is wholly inadequate notice for a matter of such importance. In addition, to my knowledge, only those property owners with land adjacent to the Berry's received

notice, even though this project affects all owners due to the shared private road. Many neighbors are here today to voice their objections. That's not a fair process - its procedural failure

Personally, I could not attend the meeting because I could not arrange a flight or clear my schedule on such short notice. I have had to drop all my work commitments to research the issue and submit this letter.

Violation of Deed Restrictions and Comprehensive Plan

The applicants's proposal violates both the recorded **deed restrictions** and the County's **Comprehensive Plan**. These covenants - written and recorded by Miss Mizell – expressly prohibit nusiance, annoyance, or offensive activity.

This zoning change would mullify her original intent, which courts have recognized as binding and enforceable (see *Mizell v. Deal*, **654 So. 2d 659, 661 (Fla. 5th DCA 1995)**

The Comprehensive Plan itself prioritizes protecgtion of agriculatural lands from incompatible development. A commercial venue, with parking lots, noise and constant traffic, directly undermines that purpose.

Private Road and Maintenance Burden

Let me emphasize again: **Mizell Road is a private road.**

The 14 property owners who border Mizell Road are solely responsible for its maintenance and repair. The easement granted by Miss Mizell obligates each owner to maintain the portion of road in front of their property.

Part of this road was recently patched at a cost of about **$50,000**, and we contributed even though we don't yet live there. A prior repair cost about **$125,000** and caused major disputes among neighbors. Each repair required months of fundraising.

This is a narrow, one-lane road with gullies on either side for rain runoff. Some portions are in poor repair and cannot sustain constant, heavy traffic. When vehicles meet, one must pull off into the grass or gully to pass.

Now imagine this: thirteen familes must pay to maintain the road, while one family's business creates 90% of the wear and tear. How is that fair?

Liability and Safety Risks

Approving this zoning change doesn't just create inconvenience - it creates **legal liability.**

If a guest drives off the road, gets stuck in a ditch, damages a fence or injures livestock, who pays? Is it the individual propoerty owner whose frontage the accident occrred on? The Berry's? The County? The zoning board that approved it?

And if, heaven forbid, a serious accident or fatality occurs - you can be certain that **everyone** will be sued. Insurance companies don't stop at one defendant.

And what if livestock escape due to a damaged fence and cause an accident on Culbreath Road? The results could be catastrophic.

This scenario isn't hypothetical - it's inevitable if you allow heavy commercial traffic on a one-lane private road bordered by farmland and animals.

Traffic, Enforcement, and Infrastructure Burden

Even if the applicant's numbers are accurate - 15 events per year with 30–50 guests equals at least **1,500 additional trips annually.** And that's just guests, not vendors, caterers, waste trucks, tents, lighting and staff. Realistically you're looking at a **minimum of 2000+ trips a year.**

In addtion, who will enforce these limits? Who will count vehicles, verify event frequency, or monitor noise and hours? The application's vague wording - "approximately," "if applicable," "initially" - makes enforcement impossible. Once granted, the business can easily expand, and the damage to the road and neighborhood will be irreversible.

Meanwhile, Mizell Road connects to Culbreath Road, which is already seen an increase in traffic and multiple accidents due to surrounding expansion and the changes to Ayers Road. Mizell Road lacks traffic lights, streetlights, and stop signs. Adding event traffic - especially fro unfamiliear, possibly intoxicated drivers – is reckless.

Installing a traffic signal costs up to **$500,000**, with another **$5,000–10,000 per year** in maintenance and **$300,000** in design fees - potentially **$1 million total**. Who pays for that? The County? The taxpayers? The return on investment for one private business doesn't justify it.

In addition, building a single mile of road to modern standards costs **$3–5 million**. Does the applicant plan to upgrade Mizell Road? If not, approving this change creates both safety hazards and legal exposure for the County.

Agriculture, Privacy, and Rural Character

Everyone on Mizell Road values privacy and the rural, agrarian lifestyle. We live here to raise animals, grow crops, and enjoy peace. With this proposal, event guests will inevitably wander near fences, take photos with animals, and interact with livestock - possibly feeding them unsafe foods. Alcohol consumption compounds those risks. The result will be property damage, animal injury, and danger on the road.

When we want to relax on weekends, we won't be able to. The traffic, noise, music, bright lights, and drunk driving will destroy the peace that defines this area. This violates the very intent of **Deed Restriction (D)** - prohibiting nuisances and offensive activities and undermines the agricultural purpose of this entire area.

Zoning Law: Incompatability and Spot Zoning

If this proposal were truly "appropriate," it wouldn't need a special exception.

It is **not consistent** with the Comprehensive Plan, and it is **not compatible** with surrounding uses. Approving it would constitute **spot zoning** - singling out one parcel for commercial benefit with no legitimate public purpose. Courts in Florida routinely strike down such actions as unlawful.

Environmental and Procedural Concerns

The proposed variance threatens **soil compaction and erosion, runoff contamination, and habitat disruption**. The proposed parking area and compaction will alter natural drainage toward our property and stream.

Moreover, the rushed and incomplete notification process denies affected landowners their due participation. These factors alone justify denial.

Conclusion

I don't begrduge the Berry's their entrepreneurial ambition. But this is simply the wrong place for such a venture.

The proposed use violates deed restrictions, endangers safety, degrades the environment, imposes financial and legal burdens on neighbors and the county, and destroys the rural tranquility that defines Mizell Road.

On behalf of my family and the other residents who value this land, **I strongly urge the Board to deny** the Special Exception Use Permit SE-25-14.

Respectfully submitted,
Harris Nightingale
Property Owner – 23080 Mizell Road
Brooksville, Florida

• MIZELL v. DEAL

District Court of Appeal of Florida, Fifth District. May 12, 1995

- Subsequent References
- CaseIQ (AI Recommendations)

MIZELL v. DEAL
654 So. 2d 659 , 661 (May 12, 1995) Copy Cite

MARY L. MIZELL, APPELLANT, v. HAROLD D. DEAL AND JUDITH A. DEAL, APPELLEES.

GRIFFIN, Judge.

Mary L. Mizell ["Mizell"] appeals an adverse judgment in her action to enforce a restrictive covenant. We reverse.

Mizell was the developer of a small community of twenty-acre mini-farms located in Hernando County, Florida. Harold and Judy Deal ["the Deals"] purchased one of the mini-farms from Mizell on August 13, 1988. The Deals placed a single wide mobile home on their land and lived there for three and one-half years, from August of 1989 until April of 1993. In April 1993, they replaced the single wide with a double wide mobile home. Thereafter, Mizell filed a one-count complaint against the Deals to enforce the following restrictive covenant:

DWELLING REQUIREMENTS: The ground floor of dwelling structures, including garage or carport as square footage of home, shall be not less than 2,000 square feet for one-story dwellings, nor less than 1,200 square feet for a dwelling of more than one story. For purposes of determining the square footage of the ground floor of a dwelling unit, the first habitable floor of a unit is the ground floor.

> Manufactured houses, mobile homes will be permitted as dwelling units for a maximum period of two (2) years from date mobile home is moved onto property. Buildings supported by a stilt structure must have the first floor enclosed so the support structure will be hidden from view.

In their answer, the Deals raised as affirmative defenses that there were no restrictions on the property, that Mizell was estopped to object to the locating of mobile homes on the property, that the deed restrictions were ambiguous and that the original restrictions had been abandoned. The lower court's judgment in favor of the Deals validated all of these defenses.

The evidence at trial showed that the land on which the development was located was originally owned by Michael's Place, Inc. With the permission of Michael's Place, Inc., Mizell obtained the county's approval to subdivide the property into sixteen 20 acre mini-farms. Prior to her acquisition of the tract, Mizell then undertook to market the property with the help of a realty company named Terra Research Corporation. The Deals signed an agreement to purchase one of the mini-farms from Mizell on July 9, 1988, subject to Mizell's acquisition of the land. Mizell closed on the tract on July 26th.

Mizell stipulated that she executed a warranty deed which transferred the parent tract to Keith Fredericks, Esquire ["Fredericks"], as trustee, on August 1, 1988, and that she executed the deed restrictions the following day. Mizell testified, however, that she executed the warranty deed to Fredericks at the offices of Terra Research, Inc., with instructions that the deed not be delivered to Fredericks until after the deed restrictions were recorded. None of this evidence was controverted by the Deals. It is undisputed that the deed restrictions were recorded prior to the recording of the trust deed.

Neither Monroe Tremain, to whom the documents were delivered, nor Keith Fredericks, the trustee, was called to testify at trial.

Mizell testified that the principal purpose of the deed restrictions was "to prohibit the permanent placement of trailers and also to prohibit hog farms and chicken farms." The restriction against mobile homes was drafted to enable the buyer to live on the property in a mobile home for a period of two years while his or her house was being built.

The Deals contended the restrictions were invalid because they were imposed when Mizell no longer owned the property. They relied solely on the fact that the warranty deed which transferred the parent tract to Fredericks, as trustee, was executed on August 1, 1988, while the deed restrictions were not executed until the following day. The Deals agree that the delivery of the deed, not execution, is the event that transfers title; they rely on the proposition that a deed is presumed delivered on the date it was executed. 19 Fla.Jur.2d, *Deeds* § 143 at 275.

Even if this presumption were available in a case such as this, it is not sufficient here. Mizell's testimony concerning delivery is discounted by the Deals as "self-serving;" however, her unrebutted direct evidence is sufficient to dissipate the presumption, *see* Charles W. Ehrhardt, **Florida Evidence, § 303.1** at 83-84. There being no evidence that delivery of the deed predated the execution of the deed restrictions, the restrictions are not invalid for this reason.

The presumption in this case was designed to permit proof of the date of delivery where no other means of proof exists. The presumption is of the weakest sort and vanishes in the absence of direct proof of an alternative date of delivery. The burden is then on the party who had relied on the presumption to prove the date of delivery by a preponderance of the evidence, unaided by the presumption. Standing alone, the date of execution of the deed is not probative of the date of delivery of the deed or whether it was conditional. *See Speer v. Friedland*, 276 So.2d 84 (Fla. 2d DCA 1973); *In re Estate of Carpenter*, 239 So.2d 506 (Fla. 4th DCA 1970), *affirmed in part, remanded in part*, 253 So.2d 697 (Fla. 1971); *Locke v. Stuart*, 113 So.2d 402 (Fla. 1st DCA 1959). Absent any direct proof concerning the date of delivery, the party relying on the presumption is thus unable to carry its burden.

The second issue is whether the trial court erred in finding that the restriction against mobile homes was unenforceable because of a change in the character of the neighborhood. In order to invalidate a restrictive covenant based on subsequent changes in the character of the neighborhood, the changes "must be such as materially affect the restricted land and frustrate the object of those restrictions." *Acopian v. Haley*, 387 So.2d 999, 1001 (Fla. 5th DCA 1980), *review denied*, 392 So.2d 1375 (Fla. 1981). Furthermore, even the changed condition of the neighborhood in which a lot is located will not prevent enforcement of the restriction if the restriction is for the benefit of and is still of substantial value to the dominant lot. *Id.* We have reviewed the evidence relied on by the Deals and can find no evidence of such a change. The restrictive covenant plainly contemplates that mobile homes can be present on the parcels in the tract, although the duration is limited. It appears clear that the Deals were the only landowners in the community who were in violation of the restrictive covenant as of trial.

Mizell also contends that the trial court erred in finding that the deed restriction was ambiguous because it can be interpreted so as to permit the Deals to put successive mobile homes on their property every two years. While covenants that run with the land must be strictly construed in favor of the free and unrestricted use of real property, *Lathan v. Hanover Woods Homeowners Ass'n, Inc.*, 547 So.2d 319, 321 (Fla. 5th DCA 1989), a restriction which sufficiently evidences the intent of the parties and which is unambiguous will be enforced according to its terms. *Sweeney v. Mack*, 625 So.2d 15 (Fla. 5th DCA 1993), *review denied*, **634 So.2d 625** (Fla. 1994); *Cottrell v. Miskove*, 605 So.2d 572 (Fla. 2d DCA 1992). We find the construction urged by the Deals is both illogical and unreasonable. There is no reason the restriction should not be enforced according to its terms.

Mizell is correct that the trial court erred in finding that she had waived the restriction or was estopped to enforce it because she had somehow acquiesced in the placement of mobile homes on the property by the Deals and other property owners. Waiver is the intentional or voluntary relinquishment of a known right, or conduct which implies the relinquishment of a known right. The elements of waiver are (1) the existence at the time of the waiver of a right, privilege, advantage, or benefit which may be waived; (2) the actual or constructive knowledge of the right; and (3) the intention to relinquish the right. *Taylor v. Kenco Chemical Mfg. Corp.*, 465 So.2d 581 (Fla. 1st DCA 1985). In addition, in the context of restrictive covenants, there must be a "long-continued waiver or acquiescence in the violation of a restrictive covenant" and "conscious acquiescence in persistent, obvious and widespread violations for waiver or abandonment to occur." *Siering v. Bronson*, 564 So.2d 247, 248 (Fla. 5th DCA 1990). The Deals offered no evidence from which the trial court could have concluded that Mizell waived the restrictions beyond the Deals' testimony that they lived in their mobile home without complaint, for a year and a half beyond the time limitations contained in the restrictions. This does not appear to constitute the type of "clear conduct" necessary to constitute a waiver, nor would it constitute the "long continued" "conscious acquiescence in persistent, obvious or widespread violations" necessary to prevent enforcement of the restrictions.

Finally, the evidence cannot support an estoppel. The Deals are unable to establish that they relied to their detriment on any representation by Mizell that mobile homes would be permanently permitted on the property. Further, even if the evidence supports the conclusion that Mizell was silent for a period of time concerning the Deals' alleged breach of the covenants, estoppel based upon silence cannot exist where the parties have equal knowledge of the facts or the same means of ascertaining that knowledge. *Pelican Island Property Owners Ass'n v. Murphy*, 554 So.2d 1179 (Fla. 2d DCA 1989). The record is clear that the Deals knew about the covenant from the date of their purchase of the lot and, though the fact-finder could accept the Deals' testimony that Mizell indicated by comments she made *after* the doublewide was installed that she would take no action concerning the mobile home, there is no evidence that the Deals relied on this representation to their detriment.

Accordingly, we reverse and remand with instruction to enter judgment in favor of Mizell.

REVERSED and REMANDED.

PETERSON and THOMPSON, JJ., concur.

R-15.00

DECLARATION OF DEED RESTRICTIONS

These restrictions are imposed on and are intended to benefit and burden every parcel of the following described property:

Northwest 1/4 of Southwest 1/4 of Section 31, Township 23 South, Range 20 East, Hernando County, Florida, less the South 30 feet for Right-of-Way and less South 663.31 feet of the West 30 feet for Right-of-Way and less existing Right-of-Way for Hancock Road, along the Easterly Boundary ;

containing 39.86 Acres More or Less

AND

Southwest 1/4 of Southwest 1/4 of Section 31, Township 23 South, Range 20 East, Hernando County, Florida, less the North 30 feet for Right-of-Way and less North 663.31 feet of the West 30 feet for Right-of-Way and less existing Right-of-Way for Hancock Road, along the Easterly Boundary;

containing 39.51 Acres More or Less

AND

South 1/2 of the Southeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida, less the North 30 feet for Right-of-Way;

containing 98.6 Acres More or Less.

AND

South 1/2 of the Northeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida and the North 1/2 of the Southeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida less the South 30 feet for Right of Way and less the South 60 feet of the Westerly 30 feet for Right of Way and less the South 365 feet of the East 30 feet for Right of Way and the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida and the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 23 South, Range 19 East, Hernando County, Florida less the South 60 feet for Right of Way and a 24 foot easement along the Northerly Boundary of the Westerly 50 feet for ingress and egress;

containing 277.54 Acres More or Less.

Prepared by: Keith Fredericks
915 South Square
Brooksville, Florida 34601

FILED
KAREN E. ROGERS, CLERK
HERNANDO COUNTY, FLA.
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025430

1. Restrictions on use of said property shall be recorded as follows:

A) PENALTIES. The restrictive covenants will run with the land and shall be binding on all successors in title. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any persons owning property within the area described and bound by these restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect.

B) DWELLING REQUIREMENTS. The ground floor of dwelling structures, including garage or carport as square footage of home, shall be not less than 2,000 square feet for one-story dwellings, nor less than 1,200 square feet for a dwelling of more than one story. For purposes of determining the square footage of the ground floor of a dwelling unit, the first habitable floor of a unit is the ground floor.

Manufactured houses, mobile homes will be permitted as dwelling units for a maximum period of two (2) years from date mobile home is moved onto property. Buildings supported by a stilt structure must have the first floor enclosed so the support structure will be hidden from view.

Any pool on any of the above described property shall be "In Ground Pools". No above the ground pools shall be permitted.

C) ANIMALS. Dog, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, however, horses may be kept for breeding or other commercial purposes. No swine or noxious animals of any kind may be kept on said property.

D) NUISANCES. No nuisance, annoyance or nauseous or offensive trade or activity shall be carried on upon the property, nor shall anything be done on said property that may be or may become an annoyance or nuisance to the surrounding property owners.

E) DISPOSAL. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or others equipment for the storage or disposal of such material shall be kept in a clean and sanitary provision.

F) SIGNS. No sign of any kind shall be displayed to the public in view on said property except one sign of not more than 5 square feet advertising the property during the construction and/or sales period and personal identity sign indicating personal logo; i.e., individual name or ranch name no larger then 2 foot by 2 foot.

G) ENFORCEMENT. The provisions herein contained shall bind and inure to the benefit of and be enforceable by the Grantees, their heirs,

I will sue both the county of Hernando and the property owners to enforce these provisions A, D & G

administrators, personal representatives, successors or assigns, and failure to enforce in whole or in part any of the aforesaid covenants, restrictions and limitations for any length of time shall in no way estop or preclude any persons entitled to enforce the same from doing so at a later date. The failure of any person violating any covenants to correct such violation after ten (10) days notice in writing shall be deemed grounds for legal prosecution against such person to restrain the violation and/or to recover damages for the same. The party bringing the action shall be entitled to recover in addition to any and all damages, costs and disbursements allowed by law, such sum as a court may adjudge to be reasonable for the services of his or her attorneys. If in the event the court finds that these restrictions have been violated, the judgement of the court shall include the assessment of all costs and attorney fees against the person violating these restrictions as a part of the damages.

H) INVALIDATION. Invalidation of any of these covenants by judgement or court order in no wise shall effect any of the other provisions which shall remain in full force and effect.

WITNESSES:

Mary L. Mizell
MARY L. MIZELL

STATE OF FLORIDA
COUNTY OF HERNANDO

SWORN TO AND SUBSCRIBED before me this 2nd day of August, 1988.

NOTARY PUBLIC

C001188