

PREPARED BY & RETURN TO:

Jim Rowe, Esquire
James C. Rowe, P.A.
147 2nd Avenue South, Suite 400
St. Petersburg, Florida 33701

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 08086 Pgs 1722 - 1725; (4pgs)
CLERK'S # 2013095972
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RECORDING FEES 35.50
RECORDED BY H DeVore

DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION ("Declaration") is made as of this 15th day of July 2013, by RKM REEL DG OVIEDO, LLC, a Florida limited liability company, whose address is 147 2nd Avenue South, Suite 400, St. Petersburg, Florida 33701 ("RKM"), for the benefit of BILTMORE TOWNHOMES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 1511 East State Road 434, Suite 3001, Winter Springs, Florida 32708 ("Association").

WITNESSETH:

WHEREAS, RKM is the owner of certain real property located in the City of Oviedo, Seminole County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, on October 1, 2012, RKM and the Association entered into a Settlement Agreement relating to the development of the Property ("Agreement"); and

WHEREAS, pursuant to the Agreement and the Addendum thereto dated October 1, 2012, RKM has agreed to impose certain restrictions on the Property, as hereinafter described.

NOW THEREFORE, RKM hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the restrictions set forth herein:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Use Restrictions. RKM hereby declares that, for the benefit of the Association and its members, the following uses shall not be allowed on the Property: adult uses; gold/pawn stores; package/liquor stores; head/smoke shops/hookah lounges; drycleaner with on-site treatment; clubs/social halls; internet cafes; gun shop; video game or entertainment arcades; pay day loan and check cashing stores; self-service laundry; communication towers; billboards; bars and lounges; and buildings taller than thirty-five (35) feet, except that decorative cupolas and similar architectural enhancements may extend to thirty-eight (38) feet.
3. Covenants to Run with the Land. The restrictions contained herein shall constitute a perpetual servitude on the Property and shall run with the land and be appurtenant thereto, and shall be binding upon and shall inure to the benefit of the parties and beneficiaries hereto and their respective successors in interest. This Declaration may not be terminated, amended, or otherwise modified without the written consent of the Association.

4. Enforcement. This Declaration is enforceable by the Association and its members.

5. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered, mailed by registered or certified United States Mail, postage prepaid, return receipt requested, or delivered by overnight courier service to the party entitled or required to receive the same at the address specified in the preamble or at such other address as may hereafter be designated in writing by any such party, and any notice or other communication given by either party to the other shall be deemed to have been sufficiently given for all purposes when made by personal delivery, or upon actual delivery by registered or certified U.S. mail or overnight courier.

6. Jurisdiction. This Declaration is made and shall be construed pursuant to the laws of the State of Florida. The prevailing party in any dispute arising out of or in connection with this Declaration shall be entitled to recover its reasonable attorneys' fees and expenses, including, if applicable, collection costs from the non-prevailing party.

7. Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

[Signature and Acknowledgment contained on the following page.]

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

James C. Rowe
Signature of Witness
James C. Rowe
Printed Name of Witness

Jessica L. Jones
Signature of Witness
Jessica L. Jones
Printed Name of Witness

DECLARANT:

RKM REEL DG OVIEDO, LLC, a Florida limited liability company

By: William C. Lloyd
Name: William C. Lloyd
Title: Member

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15TH day of JULY 2013, by William C. LLOYD, as Managing Member of RKM REEL DG OVIEDO, LLC, a Florida limited liability company, on behalf of the corporation. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Sara K. Ward
Notary Public Signature

SARA K. WARD
(Name typed, printed or stamped)

EXHIBIT A

BEING A PORTION OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 16, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4), SECTION 16, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, PER FLORIDA DEPARTMENT ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT #073249; THENCE SOUTH 89 DEGREES 50 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF SECTION 16, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 50.75 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 426 (WEST BROADWAY STREET) (A 100 FOOT RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF CHIPPENDALE TERRACE (A RIGHT-OF-WAY THAT VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 38 MINUTES 33 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CHIPPENDALE TERRACE FOR A DISTANCE OF 195.16 FEET TO A POINT OF CURVE, CONCAVE WESTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 72 DEGREES 34 MINUTES 50 SECONDS, A RADIUS OF 35.00 FEET, A CHORD BEARING OF SOUTH 35 DEGREES 38 MINUTES 52 SECONDS WEST, A CHORD DISTANCE OF 41.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 44.34 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 30 MINUTES 32 SECONDS, A RADIUS OF 105.00 FEET, A CHORD BEARING OF SOUTH 66 DEGREES 41 MINUTES 02 SECONDS WEST, A CHORD DISTANCE OF 19.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 19.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61 DEGREES 25 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 27.33 FEET TO A POINT OF CURVE, CONCAVE NORTHWESTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 28 DEGREES 23 MINUTES 58 SECONDS, A RADIUS OF 125.00 FEET, A CHORD BEARING OF SOUTH 75 DEGREES 37 MINUTES 45 SECONDS WEST, A CHORD DISTANCE OF 61.33 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 61.96 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 33.88 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 210.10 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 29.96 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 30.28 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID STATE ROAD 426 (WEST BROADWAY STREET) (A 100 FOOT RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 01 MINUTES 32 SECONDS, A RADIUS OF 1096.28 FEET, A CHORD BEARING OF NORTH 82 DEGREES 38 MINUTES 31 SECONDS EAST, A CHORD DISTANCE OF 191.58 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 191.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.912 ACRES MORE OR LESS.