

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

Mark H. Scruby  
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1301 Riverplace Blvd., Suite 1500  
Jacksonville, Florida 32207  
(C/M: 00907-802065)

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**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the 4<sup>th</sup> day of February, 2020, by **Ortega Place, LLC**, a Florida limited liability company (the "Declarant").

Recitals

**WHEREAS**, the Declarant is the owner of that certain parcel of real property located in Duval County, Florida, at 5469 110th Street, more particularly described as Lot 5, Block 29, ORTEGA FARMS, according to the map or plat thereof, recorded in Plat Book 3, Page(s) 79, Public Records of Duval County, Florida (the "Property"); and

**WHEREAS**, the Declarant intends to develop the Property into a single-family subdivision (the "Subdivision"); and

**WHEREAS**, pursuant to that certain Settlement Agreement (the "Agreement") entered into between the Declarant and the City of Jacksonville, a Florida municipal corporation (the "City"), as approved by the City Council of the City through its enactment of Ordinance No. 2019-866, the Declarant intends hereby to impose restrictive covenants affecting the development of the Subdivision and the lots therein.

**NOW THEREFORE**, the Declarant, on behalf of itself and its successors and assigns with respect to the Property, does hereby establish and impose upon the Property, the Subdivision and the lots therein the restrictive covenants hereinafter provided:

1. **Definitions.** As used in this Declaration, the following terms shall have the meanings ascribed:

- (a) **Building** means a structure, either temporary or permanent, having a roof impervious to weather and used or built for the shelter or enclosure of persons, animals, chattels or property of any kind. The term building does not include any structure or portion thereof, the height of which does not equal or exceed 30 inches above the general ground level of the graded lot.

- (b) *Structure* means that which is built or constructed, an edifice of any kind or a piece of work artificially built up or composed of parts joined together in some definite manner. The term structure shall be construed as if followed by the words or part thereof and shall include buildings. The term structure does not include any structure or portion thereof, the height of which does not equal or exceed 30 inches above the general ground level of the graded lot.
- (c) *Coverage* means that percentage of Subdivision land area that is covered or occupied by buildings and structures, excluding roof eaves, awnings, and other shelters, tents, or coverings over unenclosed areas.
- (d) *Initial footprint* means the coverage of all buildings and structures constructed on a subdivision lot as authorized under the initial building permit issued by the City for the lot.
- (e) *End user* means the owner of a lot within a subdivision occupying a single-family residence thereon.
- (f) *Lot* means a parcel of land shown on the plat of the Subdivision intended for a single-family residence.

2. Subdivision Restriction. The total coverage by all buildings and structures within the Subdivision shall not exceed twenty percent of the total area of the Subdivision. By way of example and not limitation, if the total area of the Subdivision is 9.999 acres, the total coverage by all buildings and structures within the Subdivision shall not exceed 87,111.288 square feet of land area (9.999 x 43,560 x 0.2).

3. Lot Restriction. Each lot within the Subdivision is subject to the limitation that no building or structure may be added to the lot or to any building or structure on the lot beyond the initial footprint for the lot, and such limitation must be stated on the face of each deed conveying a lot to the initial end user.

4. Enforcement. The Declarant intends and declares that the restrictive covenants set forth in paragraphs 2 and 3 hereof shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the Declarant's successors and assigns, and to the City, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The City and its successors and assigns may enforce the terms of this Declaration by injunctive relief and other available legal remedies.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf as of the date and year first above-written.

**Declarant:**

Signed, sealed and delivered in the presence of:

Ortega Place, LLC, a Florida limited liability company

*[Signature]*  
Witness: Kean Hines  
(type or print name)

By: *[Signature]*  
Anand Jobalia  
Its Manager

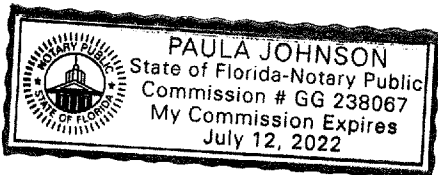
*[Signature]*  
Witness: Thomas R. McNeegan  
(type or print name)

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing Declaration was acknowledged before me by means of  physical presence or  online notarization, by Anand Jobalia, as Manager of Ortega Place, LLC, a Florida limited liability company, who is:

- personally known to me.
- produced a Florida driver's license as identification.
- produced as identification a \_\_\_\_\_.

NOTARY SEAL



*[Signature]*  
Print name: Paula Johnson  
Notary Public, State of Florida  
Commission No. GG 238067  
My Commission Expires: July 12, 2022