

This Instrument Prepared By and Return To:

STEVEN A. ROTHENBURG, ESQ.

201 North Magnolia Ave.

Ocala, FL 34475

Instrument # 770531

OR BK: 1850 PG: 412-4pg(s)

REC: 6/18/2026 4:08 PM

Matt Brooks, Levy County Clerk, Florida

Rec: \$35.50

Deputy Clerk UWILLIAMS

RESTRICTIONS

TOWN SITE OF TUCKAHO

AMENDED 6-2026

BLOCK 7, LOTS 1-28 & 49-56

BLOCKS 3,4,5,6,14,15,16, & 17

WHEREAS, DEBORA A. BACHSCHMIDT is the owner and herein after called the "DEVELOPER," of a tract of land in Levy County, Florida which is known as TOWN SITE OF TUCKAHO, FLORIDA, a plat of which is on file and is recorded in Plat Book 2, page 15, of the public records of Levy County, Florida; and

WHEREAS, DEVELOPER having subdivided said tract of land and intending to sell lots and building sites therein subject to certain protective restrictions, conditions, limitations, reservations and covenants, herein after referred to as "Protective Restrictions", in order to insure the most beneficial development of said area and to prevent any such use thereof that might tend to diminish the value or enjoyment of said property and the protective restrictions are as follows:

IT IS UNDERSTOOD that County requirements will change over the years and these restrictions are not intended to conflict with them except where County requirements are not as complete on details.

1. All septic tanks placed on the property shall be constructed under permit from the Department of Public Health and meet all requirements of the state.
2. New mobile homes and manufactured homes are permitted.
3. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash or garbage.

4. Each Lot(s) shall be mowed regularly and maintained clear of undergrowth from the time a residence is built and/or occupied.

5. No existing structure shall be moved onto the above-described property, except new mobile homes or manufactured homes.

6. No non-operating or junk vehicles or equipment shall be kept on the property.

7. All permanent homes, barns, or other structures including fences shall be maintained in good physical condition at all times.

8. Each and every restriction set forth in the zoning rules and regulations of Levy County, Florida, with regard to Lots(s), yard and height restrictions, and as amended from time to time are hereby incorporated in these Declaration of Restrictions.

9. Each residential structure shall have a minimum of one thousand two hundred (1,200) square feet of living area. The 1200 square feet of living area is exclusive of garages, carports, porches, and any other outbuildings or free-standing structures such as barns or sheds. New mobile homes and manufactured homes must be double wide constructed with a twenty-four (24) feet minimum width. Each of these structures shall be neatly built and safely constructed.

10. The property is restricted to single family residences with the exception that an office in a home is permitted. However, there shall be no on-premise signs advertising a business and no other signage.

11. No swimming pool constructed on any Lot(s) shall have an elevation in excess of two (2) feet above the natural grade. No above ground pools are permitted.

12. No portion of the property shall be used for a borrow pit.

13. No illegal business or activity constituting a nuisance shall be permitted on the subject property.

14. Only automobile and pickup trucks shall be permitted on the subject property, specifically excluding by way of example, but not in limitation to commercial trucks, wreckers, semi-tractors, semitrailers, rock trucks, and similar non-passenger type vehicles. However, the above restriction does not apply to Block 15, Lots 1-10 and Lots 47-56 are excluded from this restriction.

15. Debora A. Bachschmidt retains the right and authority to amend these deed restrictions at any time and for any purpose.

16. These covenants are to run with the land and shall be binding upon all parties and persons who may now own or who may hereafter become the owner or owners of any of the above described property and all parties claiming under them, for a period of thirty (30) years from the date of this instrument, after which time said covenants, reservations and restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period, an instrument, in writing and signed by the owners of a two-thirds (2/3) majority of the tracts hereby affected, has been executed, which said instrument may agree to change, alter, or rescind said covenants, reservations and restrictions, in whole or in part.

17. If any person shall violate or attempt to violate any of these restrictions before their expiration, it will be lawful for any other person owning any part of parcel of any of the above described property, or for the Developer, to initiate and prosecute a proceeding at law or in equity against the person so violating or attempting to violate any such restriction and either to prevent him from doing so or to recover attorney's fees and costs incurred in prosecuting the cause of action.

18. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

19. The failure of any landowner or the Developer to enforce any restrictions or covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

IN WITNESS WHEREOF, DEBORA A. BACHSCHMIDT, has caused these declaration of restrictions to be executed in her name as Owner and Developer, this 18th day of June 2026.

DEBORA A. BACHSCHMIDT



Address: P.O. Box 1396 Inglis, FL 34449

WITNESS:

Signature

Print Name

Address:

WITNESS:

Signature

Print Name

Address:

STATE OF FLORIDA

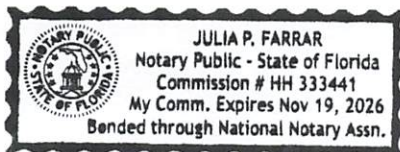
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COUNTY OF LEVY

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The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on June 18, 2026, 2026, by DEBORAH A. BACHSCHMIDT who produced a driver's license issued by the State of Florida that contained her photograph and signature as identification.



Julia P. Farrar

Notary Public, State of Florida

NOTARY

STATE OF

Print Name

Address

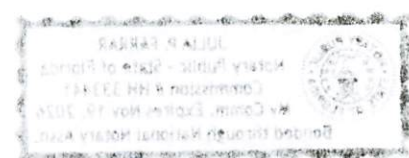
Signature

Print Name

Notary Public

COMMISSION EXPIRES

The foregoing instrument was acknowledged before me by means of a power of attorney, and the same was duly acknowledged and recorded in the public records of the State of Florida, and the same is hereby certified to be a true and correct copy of the original as the same appears from the records of the State of Florida.



Notary Public, State of Florida