

DECLARATION OF RESTRICTIONS, EASEMENTS AND PROTECTIVE COVENANTS
FOR **Instrument** Volume Page
200 **675** **103**
MIDWAY MEADOWS OR

THIS DECLARATION OF RESTRICTIONS, EASEMENTS AND PROTECTIVE COVENANTS (referred to in this instrument as the "Protective Covenants") is made by **MIDWAY FINANCIAL CORPORATION** (referred to in this instrument as "**Declarant**"), who owns the real property subject to these Protective Covenants, which property includes the following lands:

Parcels 1 thru 62 as more particularly described in Exhibit "A" which is attached hereto and by this reference made a part hereof. The foregoing lands are collectively referred to in this instrument as the "**Property**", and individual **Parcels** listed above are referred to as "**Parcel**" or "**Parcels**".

NOW, THEREFORE, in consideration of the premises and covenants contained in this instrument, the Declarant hereby declares that the property will be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations regulations, burdens and liens set forth in this instrument. These Protective Covenants are a covenant running with the Property and are binding on the Declarant and on all persons deriving title through the **Declarant**. These Restrictions and Protective Covenants, during their lifetime, are for the benefit of and are a limitation on all present and future Owners of the Property.

RESTRICTIVE COVENANTS

Each and every Owner of an interest in a Parcel covenants to comply with the restrictions and other matters set forth herein. The provisions of these Protective Covenants are in addition to and not in lieu of any present or future State, County, City or other governmental policies or ordinances affecting land use and other matters. All Owners of the Property agree and covenant to each other to abide by all such ordinances and policies.

1. The Covenants and restrictions of this Declaration will run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the public records, after which time they will be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter, by an instrument signed by not less than seventy percent (70%) of the Owners. To be effective, any such amendment must be recorded in the public records of Madison County Florida. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
2. In the event of a violation or breach of any item within this Declaration by any person or concern claiming by, though or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the Owner of any Parcel, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.
3. Permanent dwellings shall be constructed in a professional manner meeting all requirements of the Madison County Building Department and all dwellings must have a minimum inside heated and cooled area of One Thousand (1000) square feet. All materials used in construction shall be of new material and all construction must be completed within a reasonable period of time. All improvements to the property shall be done in a neat and orderly manner. These protective covenants do not prohibit Manufactured Homes or Modular Homes to be placed on the property as a residential dwelling, provided:
 - a. They are no more than 12 years of age when initially placed in the subdivision and have a minimum width of 24 feet or more and a length of 42 feet or more excluding the tongue length; however the inside heated and cooled area must be a minimum of 1000 square feet.
 - b. The homes must remain in good condition and well maintained so as to present an attractive appearance, specifically the roof and sides must be intact with no holes exposed, no rust or damage, no broken glass and windows and doors must be in good condition. The exterior must remain in good condition, well maintained and must present an attractive appearance without any exposed damages, rust, holes, rotted wood or poor condition of paint. No excessive mildew or discoloring allowed on the homes.

- c. Any Manufactured home must be under-skirted and set up and maintained in a neat and orderly fashion. The skirting material is to be attractive and compliment the siding and conceal the tongue, which must be removed upon set-up, and any exposed areas between the base of the home and the lot. Concrete Blocks shall not be allowed for the purposes of skirting the home. Skirting must be completed within 90 days of manufactured home being placed on property.
4. Trash, junk, garbage and abandoned or inoperable automobiles shall not be allowed to be placed nor to remain on any lot. Each home-site area is to be maintained in a neat and orderly appearance free of clutter and miscellaneous items scattered around.
5. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently and cannot remain on a Parcel more than 7 total days out of any 30 day period. However, an owner with a permanent dwelling on his lot will not be prohibited by these Protective Covenants from maintaining or parking a travel trailer or motor home on their land provided the travel trailer, camper and motor homes are not occupied while on the land. In the event a building permit has been issued to an owner by the Madison County Building Department for construction of a home on the owner's lot in this subdivision, the owner commences construction and continues with the construction on at least a monthly basis, the owner will not be prohibited from these Protective Covenants from using a travel trailer or motor home as a temporary residence while construction is being completed with a valid and current building permit. This temporary residency period is not to exceed one (1) year in length. Government agencies (such as the zoning department and health department) have further guidelines and limitations with regard to camping.
6. No noxious or offensive activity shall be carried on upon the herein described lots. No trade or business will be allowed if any of these activities may be or may become an annoyance or nuisance to the other owners of the subject property.
7. These Protective Covenants will not prohibit the land owner from fencing his land along his boundary lines and grazing cows, horses, goats, etc. providing, however, that said animals do not create a nuisance to the neighboring property owners. No pigs, chicken barns, animal pens or any other structures permanent or temporary including a residential dwelling, recreational vehicle, sheds, etc. or vehicles or any other man made items (other than fences, mail box, for sale sign, or 30' wide drive way) shall be allowed within 200 feet of any road, nor within 30 feet of any parcel boundary line. Intensive livestock, husbandry or poultry operations are not allowed. Animals, whether by action or number, shall under no circumstance disturb the peaceful enjoyment of nearby landowners or create a nuisance to the neighbors in the development, in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard.
8. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision.
9. The installation, repair, purchase and maintenance of driveway culverts, if any are used, are the responsibility of the lot owner, who must obtain a permit for the installation from the appropriate authorities. The Madison County Road Department will allow only one culvert from the existing graded road per contiguous sets of flag parcels. Therefore the owner of a flag parcel (Parcels: 10/11, 12/13, 14/18, 19/20/24, 25/26, 29/30, 34/44/45, 38/39, 43/48/49, 47/51, 58/59/60; as more particularly described in the exhibit A of these restrictions) who installs a culvert will be required to allow the contiguous flag parcel owner to also use the same culvert entrance drive. No fill or obstruction of any nature shall be placed within any ditch, drainage system or roadway without appropriate prior approval.
10. The Declarant reserves and shall have the sole and exclusive right without notice to amend these Covenants and Restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein.
11. Declarant hereby declares, reserves and grants, for the mutual use and benefit of all owners of any portion of the Property, an easement for the purpose of public and private drainage and utilities, over and across the portions of the Property lying within ten (10) feet of any parcel boundary line or within twenty (20) feet of any parcel boundary line fronting on any road or fronting on any properties not contained herein unless otherwise specified on the parcels legal description as found on the Deed, not to exceed (20) feet in width.
12. Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Madison County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of any parcels covered by these Protective Covenants.
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IN WITNESS WHEREOF, this Declaration of Restrictions, Easements and Protective Covenants for the real property herein described has been executed by the Declarant named on the first page hereof as of the day and year first above set forth.

Signed, sealed and delivered
in our presence as witnesses:

Paula E. Bass
Witness: Paula E. Bass

Jim Jean
Witness: Jim Jean

MIDWAY FINANCIAL CORPORATION

James A. Chamblin
James A. Chamblin, as President



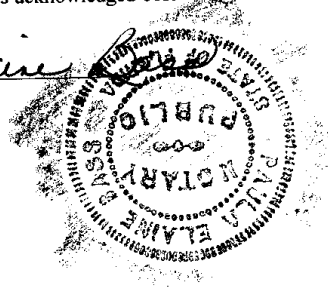
PAULA ELAINE BASS
Notary Public, State of Florida
My comm. expires May 27, 2006
Comm. No. DD 121220

STATE OF FLORIDA
COUNTY OF Madison

The foregoing Declaration of Restrictions, Easements and Protective Covenants was acknowledged before me this 24th day of July, 2003, by James A. Chamblin personally known to me.

Paula Elaine Bass
Notary Public

This instrument was prepared by: Midway Financial Corporation, a Florida Corporation.



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