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OR BK 194 p 412

DECLARATION OF COVENANTS AND ROAD MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Covenants and Road Maintenance Agreement is made and entered into this 10th day of September, 1988, by JAMES T. SULLIVAN, SR., hereinafter referred to as the "Developer."

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property in Madison County, Florida, which is more particularly described as:

WEST FARMS SUBDIVISION, a subdivision as per the plat thereof filed at Plat Book 1, page W, of the Public Records of Madison County, Florida.

NOW THEREFORE, the Developer declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

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As used in this Declaration, the following terms have the meaning indicated below:

1. "Association" means WEST FARMS PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.
2. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have an interest merely as security for the performance of an obligation. The provisions of this Declaration, including assessments, apply to each lot and lot owner without regard to whether a dwelling unit is located on the lot.
3. "Properties" means the real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.
4. "Common Areas" mean all real properties owned or maintained by the Association for the common use and enjoyment of the Owners.
5. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Properties.
6. "Members" means those Owners who are members of the Association as provided in Article IV.
7. "Developer" includes the developer's heirs, successors and assigns.

**ARTICLE II
RESTRICTIVE COVENANTS**

The provisions of these Protective Covenants are in addition to and not in lieu of any present or future State, County 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 poli-

- Section 2.** The Owner of a Lot shall not permit trash, junk, garbage or abandoned automobiles to remain on the Lot, and the Owner shall promptly remove same upon request. In addition to any other remedies at law or in equity, the same may be removed from any Lot at the sole expense of the Owner of the Lot, if not removed by the Owner within thirty (30) days of receipt of written notice mailed to the Owner by certified or registered mail.
- Section 3.** Travel trailers, campers, motor homes and tents are not permitted to remain on any Lot permanently, but may be used temporarily (not to exceed seven (7) days in any consecutive thirty (30) day period); however, an Owner with a permanent dwelling on his Lot will be allowed to maintain or park a travel trailer or motor home on his land. All camping must comply with applicable State and local ordinances. The foregoing notwithstanding, camping on a Lot in a motor home or camper for up to one hundred eighty (180) days in any three hundred sixty-five (365) day period is permitted if the Lot is serviced by a well, septic tank and electrical power, and the motor home or camper is of good quality and appearance.
- Section 4.** No trade or business, nor any noxious or offensive activity, shall be carried on upon the Property in any way that is or may become an annoyance or nuisance to the other Owners of the subject Property.
- Section 5.** An Owner may fence his land along his boundary lines. An Owner may graze cows, horses, goats, etc., only if the animals do not create a nuisance to the neighboring Property Owners. Pigs, chicken barns, or animal pens are not be allowed within one hundred and fifty (150) feet of any roadway or if they would disturb the peaceful enjoyment of nearby Owners.
- Section 6.** No hunting or discharge of firearms is permitted upon the Property.
- Section 7.** Construction of driveways and other access to individual Lots and construction of other improvements must not interfere with the drainage plan for the Property. It is the responsibility of the individual Lot Owner to install culverts and erosion control protection necessitated by the Lot Owner's construction activities.
- Section 8.** In the event of a violation or breach of any item within this Declaration by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the Owner of any Lot located on the Property, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel a 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.

ARTICLE III
PROPERTY RIGHTS

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- Section 1.** Owner's Easements of Enjoyment. Every Owner will have a right to ingress and egress over all private roads within the Properties, which rights are appurtenant to and will pass with the title to every Lot and which rights are subject to the following provisions:
- (a) The Association can adopt and publish rules and regulations governing the use of the Common Areas or Properties owned or maintained by the Association and the personal conduct of the Members and their guests thereon, can establish penalties for the infraction of these rules and regulations.

plans approved by the Suwannee River Water Management District. The Association, or its assigns, reserves the right to enter upon the lands covered by these Restrictions, without cost or liability to the Owner, to construct thereon channels and/or other drainage accessories in accordance with sound engineering practices, to enhance the drainage of the lands covered herein. The Developer or the Association can dedicate, transfer or grant easements to any part of the Common Areas or private roads to any public agency, authority or utility for the purpose intended including, but not limited to ingress, egress, public utilities and drainage.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas or private roads to the Members of his family, his tenants, his guests or contract purchasers who reside on the Property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot that is subject to assessment will be a Member of the Association. Membership is appurtenant to and may not be separated from ownership of the Lot which is subject to assessment.

Section 2. Members will be all Owners, including the Developer, and will be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but only one vote can be cast with respect to any Lot.

Section 3. The business of the Association will be managed by the Board of Directors of the Association who may employ agents to assist them in this function. The Association will indemnify the Directors and their agents from any personal liability, including attorney fees, which arises as a result of their good faith actions in the conduct of the Association's business and activities.

Section 4. Annual meetings of the Association Members can be called at the discretion of the Board of Directors or at the request of Owners entitled to cast ten percent (10%) of the total Association votes. Special meetings of the Association Members can be called by the Board of Directors.

Section 5. Notice of any meeting called under Section 4 above will be sent to all Members not less than 30 days in advance of the meeting. The presence of Members or of proxies entitled to cast one-third (33 1/3%) of all the votes of the membership will constitute a quorum.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

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Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs and reasonable attorney's fees, will be charges on the land and will be a continuing lien on the Property against which each assessment is made. Each assessment, together with interest, costs and reasonable attorney fees, will also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell

- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.
- (c) Management, maintenance, improvement and beautification of any parks, lakes, ponds, buffer strips, recreation areas and facilities.
- (d) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Properties neat and attractive or to preserve or enhance the value of the Properties herein, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the Owners or occupants of lands included in the development.
- (e) Repayment of funds, and interest thereon, borrowed by the Association.

Section 3. Maximum Annual Assessment. The Annual Assessment will be set at the discretion of the Board of Directors of the Association, but can not exceed the Maximum Annual Assessment for that year which is determined as follows:

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment will be Thirty-five dollars (\$35.00) per Lot.
- (b) After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment will be automatically increased each year by ten percent (10%).
- (c) After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment may be increased beyond the amount determined in (b) above by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association can levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or private roads, and only if the Special Assessment is approved by two-thirds (2/3) of all votes duly cast in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraph (c) of Section 3 and under Section 4 above will be sent to all Members not less than 30 days in advance of the meeting. The presence of Members or of proxies entitled to cast one-third (33 1/3%) of all the votes of the membership will constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments will be fixed at a uniform rate for all lots and can be made payable on an annual or more frequent basis.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments will commence at such time as determined at the discretion of the Board of Directors of the Association. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The Board of Directors will fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment will be

Owner can waive or otherwise escape liability for the assessments by non-use of the Common Areas or roads nor by abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein is subordinate to the lien of any first mortgage. Sale or transfer of any lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, will extinguish the lien of the assessment as to payments which became due prior to such sale or transfer. No sale or transfer will relieve liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and will be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Madison County, Florida and is described on page 1 of this Declaration.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration in the sole discretion of the Developer, by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants will interlock all rights of Members to the Association to the end that all rights resulting to Members of the Association will be uniform as between all covered lands and Properties.

Section 3. General Provisions Regarding Additional Property. In the event additional Property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition will revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Areas and private roads, except to grant to the Owners of the Properties being added the right to use the Common Areas and private roads.

Section 4. Other Additions to Association. At the discretion of the Developer or by majority vote of the Board of Directors, membership in the Association can be extended to Owners of other lands not otherwise subject to the provisions of this Declaration for the purpose of mutual maintenance of roads, drainage facilities, Common Areas and other improvements. Any extension of membership pursuant to this paragraph will include comparable assessment provisions, lien provisions and voting rights with respect to assessments and expenditures of common funds.

ARTICLE VII

AMENDMENT BY DEVELOPER

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The Developer 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. The foregoing notwithstanding, any amendment altering governmentally approved aspects of the development (for example, affecting the approved drainage plan for this Property) must be first approved by the applicable governmental agency or body (for example, Suwannee River Water Management District).

ARTICLE VIII

ADDITIONAL COVENANTS AND RESTRICTIONS

No Property Owner, without the prior written approval of the Developer and the

of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. 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-five percent (75%) of the Owners. To be effective, any such amendment must be recorded in the public records of Madison County, Florida. Any amendment altering governmentally approved aspects of the Property must first be approved by the applicable governmental agency or body.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 10th day of September, 1988.

Signed, sealed and delivered in our presence as witnesses:

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Amy M. Wessels
Dea Kay Chama

James T. Sullivan, Sr.
JAMES T. SULLIVAN, SR.

STATE OF FLORIDA

COUNTY OF MADISON

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgments in the State and County last aforesaid, personally appeared JAMES T. SULLIVAN, SR., well known to me to be the person who executed the foregoing instrument and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and seal this 10th day of September, 1988.

Amy M. Wessels
Notary Public, State of Florida.
My Commission Expires: 10/22/90

This instrument was prepared by:
James T. Sullivan, Sr.

Madison, Florida



Filed for record on the 29th day of Sept.
19 88 at 10:25 O'clock A. M.

Florida Woodland Inc.
P. O. Box 1776