

THIS INSTRUMENT PREPARED BY:

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300 First Florida Bank Bldg.
Tallahassee, FL 32301
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DECLARATION OF
RESTRICTIVE COVENANTS OF
DARSEY CROSSING FARMS, UNRECORDED

DANIEL W. MILLER and JIMMY BOYNTON REALTY, INC., are the owners of the property described in Exhibit "A" located in Gadsden County, Florida. By this instrument, the owners impose upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owners, their heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant", as used herein, shall mean DANIEL W. MILLER and JIMMY BOYNTON REALTY, INC., the owners of the property described in Exhibit "A".
2. "Association" shall mean DARSEY CROSSING FARMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 334, Page 1597 of the Public Records of Gadsden County, Florida.
4. "Lot" shall mean a parcel of land contained in the property described in Exhibit "A". The property is divided into "lots" as shown on the unrecorded plat of DARSEY CROSSING FARMS dated February 2, 1997, and prepared by BOBBY A. PRESNELL & ASSOCIATES, INC., a reduced copy of which is attached hereto as Exhibit "B".
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage and other related improvements in good repair and condition.

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6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots to be shown on the plat attached as Exhibit "B".

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership:** Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2. **Voting Rights:** The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. **Liens and Personal Obligations of Assessments:**
Each owner of a lot by acceptance of his deed for such lot,

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whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The annual assessment for the year 1987, shall be Ten Dollars and No Cents (\$10.00) for each acre of land or part thereon owned within the subdivision. To determine the exact annual assessment, the number of acres owned by a member of the Association, or a group of members of the Association, will be multiplied by the then applicable assessment. For example, a lot consisting of five point three (5.3) acres of land will be assessed at Fifty-Three Dollars and No Cents (\$53.00) (5.3 acres X \$10.00 = \$53.00) for the year 1987. For the year 1988, and each subsequent year, the annual assessment may be increased by a vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year. Declarant shall not be subject to annual assessments or to special assessments as provided for below until such time as its Class B voting rights are converted to Class A voting rights as provided for in Article II above. Also, lot 10 bordering on County Road Johnson Road shall be exempt from homeowners dues or special assessments. The owner of said lot, however, shall have a vote in all Association matters, except for matters of expenditures of monies or assessments of homeowners dues or special fees.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by a majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of acres each owner owns by the total number of acres in the subdivision subject to special assessments.

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4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

5. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 334, Page 1597 of the Public Records of Gadsden County, Florida. Each deed from the Declarant will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

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1. Each lot shall be used as a residence for a single family and for no other purpose. No lot shall be subdivided into smaller lots than two (2) acres, except for lots owned by Declarant.

2. No mobile home that is five (5) years or older, regardless of size, shall be placed within the subdivision until approved by the Declarant. If no action has been taken after thirty (30) days from the date in which the approval of a mobile home has been made, then approval shall be presumed. Approval shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld. If the Declarant should die or sell ~~all~~ of the property he owns within the subdivision without appointing a successor to exercise the powers provided in this paragraph, the Homeowners Association shall appoint a committee as successor to the Declarant.

3. No building or residence shall be located nearer than sixty (60) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations.

4. All conventionally built homes shall contain at least seven hundred (700) square feet of heated and cooled area, exclusive of porches and garages. All mobile homes shall contain at least six hundred (600) square feet, and all modular homes shall contain at least seven hundred (700) square feet of heated and cooled space, exclusive of porches and garages.

5. No hogs shall be kept on any of the lots within the subdivision, nor shall any animal be kept on any lot that causes nuisance or annoyance because of noise or smell.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

7. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Declarant or his agents may erect such

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display signs as may reasonably be required for development and sale of the lots. No commercial enterprise shall be allowed to operate within the subdivision, except for the growing of crops.

8. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street. All inoperable motor vehicles must be removed from the subdivision within fourteen (14) days unless stored out of sight in a barn or shed.

9. No mobile homes shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any lot.

ARTICLE VI - WAIVER

So long as the Declarant owns any property within the subdivision, he shall have the authority to waive the enforcement of any of the provisions of Article V, so long as strict enforcement would result in unnecessary hardship. Once the Declarant has sold all of the property owned by him within the subdivision, this right to waive enforcement of the Use Restrictions in Article V shall be conferred to the Association.

ARTICLE VII - ENFORCEMENT

The Declarant, DANIEL W. MILLER and JIMMY BOYNTON REALTY, INC., or the owner of any lot subject to these restrictions, may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE VIII - EFFECT

Each and every conveyance of any lot in this subdivision is expressly made subject to the provisions of this Declaration of Restrictive Covenants, whether or not the terms of such conveyance incorporates or refers to these provisions.

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IN WITNESS WHEREOF, this instrument is executed this

12th day of February, 1987.

WITNESSES:

Barbara P. Boynton
[Signature]

[Signature]
DANIEL W. MILLER

Barbara P. Boynton
[Signature]

JIMMY BOYNTON REALTY, INC.

By: [Signature]
JAMES M. BOYNTON,
its President

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
DANIEL W. MILLER on this 12th day of February, 1987.

Barbara P. Boynton
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 10, 1989
Bonded thru Jerry Eric - Insurance, Inc.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
JAMES M. BOYNTON as President of JIMMY BOYNTON REALTY, INC. on
this 12th day of February, 1987.

Barbara P. Boynton
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 10, 1989
Bonded thru Jerry Eric - Insurance, Inc.

A portion of Lands as described in Official Records Book 159, Page 648 of the Public Records of Gadsden County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 3 North, Range 2 West, Gadsden County, Florida and run thence South 88 degrees 40 minutes 35 seconds East along the Southerly boundary of said Section a distance of 1083.02 feet; thence North 01 degrees 19 minutes 25 seconds East 1205.20 feet to the Northerly maintained right of way boundary of a county maintained road, thence North 00 degrees 31 minutes 02 seconds West along a fence and the extension thereof a distance of 910.98 feet to a concrete monument (set) at the base of a fence corner marking the Northwest corner of lands described in Official Records Book 50, Page 660 of the Public Records of said Gadsden County for the POINT OF BEGINNING. From said POINT OF BEGINNING thence North 00 degrees 16 minutes 42 seconds East along said fence a distance of 874.19 feet to a concrete monument (set) at the base of a fence corner marking the Northwest corner of land as described in Official Records Book 159, Page 648 of the Public Records of said Gadsden County, thence South 86 degrees 39 minutes 23 seconds East 2511.87 feet to an iron pipe (found) marking the Northeast corner of said land; thence South 05 degrees 57 minutes 03 seconds West 427.20 feet to a concrete monument (found) marking the Northeast corner of lands described in Official Records Book 294, Page 130 of said Public Records; thence North 89 degrees 03 minutes 31 seconds West 135.01 feet to a concrete monument (found); thence South 02 degrees 53 minutes 26 seconds East 432.43 feet to a concrete monument (found) on the Southerly boundary of lands as described in said Official Records Book 50, Page 660; thence North 86 degrees 54 minutes 54 seconds West along said Southerly boundary a distance of 2357.79 feet to the POINT OF BEGINNING.

PARCEL # 2

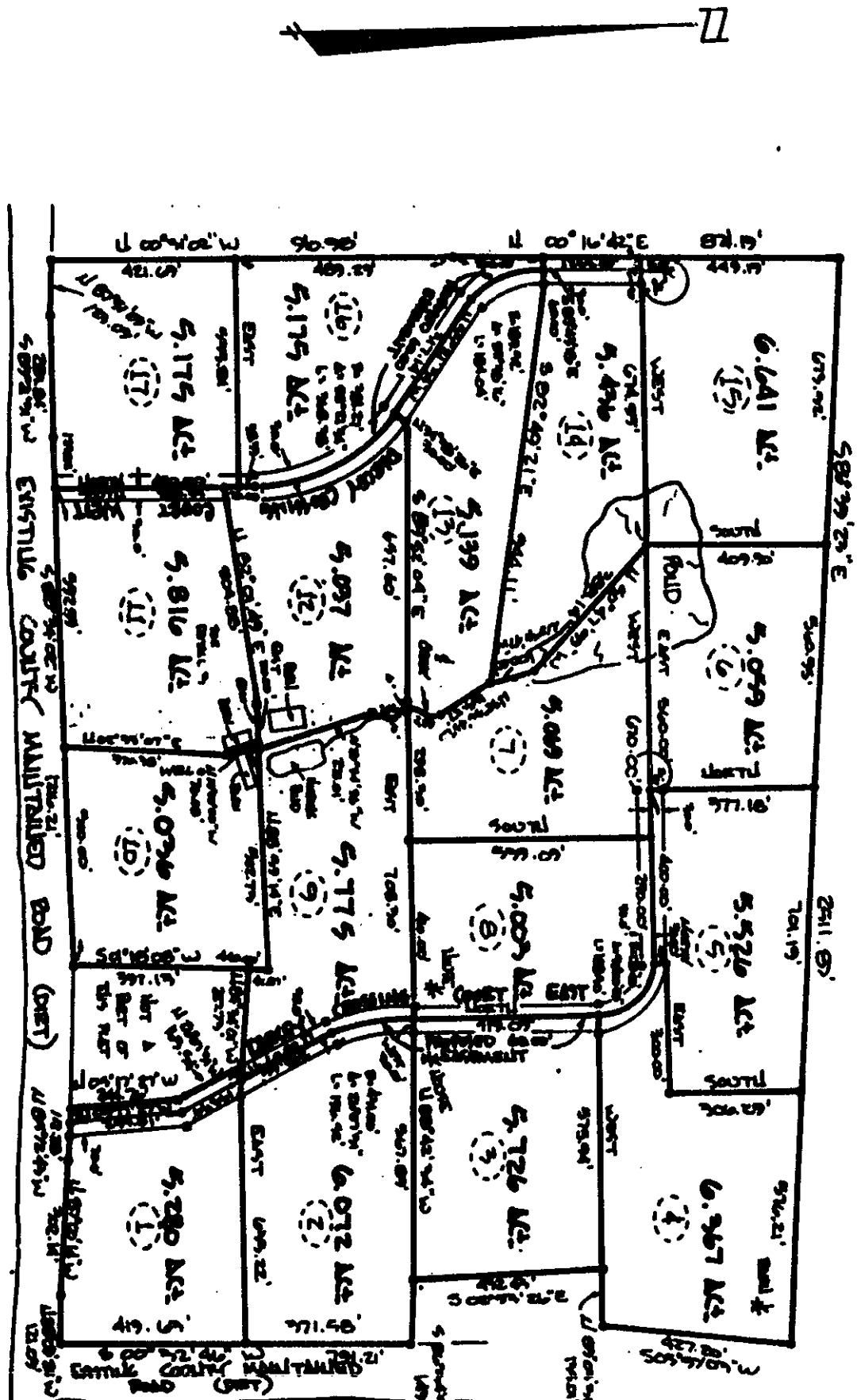
A portion of lands as described in Official Records Book 50, Page 660 of the Public Records of Gadsden County, Florida and being more particularly described as follows:

Commence as the Southwest corner of Section 1, Township 3 North, Range 2 West, Gadsden County, Florida and run thence South 88 degrees 40 minutes 35 seconds East along the Southerly boundary of said Section a distance of 1083.02 feet; Thence North 01 degrees 19 minutes 25 seconds East 1205.20 feet to the Northerly right-of-way boundary of a county maintained road for the POINT OF BEGINNING. From said POINT OF BEGINNING thence North 00 degrees 31 minutes 02 seconds West along a fence and the extension thereof a distance of 910.98 feet to a concrete monument (set) at the base of a fence corner marking the Northwest corner of lands described in Official Records Book 50, Page 660 of the Public Records of Gadsden County. Thence South 86 degrees 54 minutes 54 seconds East along the Northerly boundary of said lands a distance of 2507.01 feet to a Jack Stand (found) marking the Northeast corner of said lands said Jack Stand being on the Westerly maintained right-of-way of a county maintained road; Thence South 00 degrees 32 minutes 46 seconds West 791.21 feet to a concrete monument (set) on the intersection of said Easterly maintained right-of-way with the Northerly maintained right-of-way boundary of a county maintained road; Thence North 88 degrees 09 minutes 25 seconds West along said right-of-way a distance of 121.09 feet to a concrete monument (set); Thence North 87 degrees 00 minutes 14 seconds West along said right-of-way a distance of 302.14 feet to a concrete monument (set); Thence North 85 degrees 12 minutes 43 seconds West 112.28 feet to an iron pipe (found) marking the Southeast corner of a 2.66 acre more or less tract of land; Thence North 05 degrees 17 minutes 27 seconds West 244.76 feet to a concrete monument (found); Thence North 26 degrees 07 minutes 31 seconds West 163.54 feet to a concrete monument (found); Thence North 84 degrees 34 minutes 01 seconds West 227.73 feet to a concrete monument (found); Thence South 01 degrees 18 minutes 08 seconds West 397.13 feet to a concrete monument (found) on the aforesaid Northerly maintained right-of-way boundary; Thence South 88 degrees 34 minutes 02 seconds West along said right-of-way 1216.21 feet to a concrete monument (set); Thence South 89 degrees 21 minutes 31 seconds West along said right-of-way 283.84 feet to a concrete monument (set); Thence North 87 degrees 51 minutes 09 seconds West along said right -of-way a distance of 123.09 feet to the POINT OF BEGINNING.

EXHIBIT "A"

DATE 2-3-87
 JOB NO. 86-204
 P.S.R. NO. 0729-10-86
 SCALE 1" = 300'
 NOTEBOOK 49 R. 1
 DRAWN BY E.L.V.

LAND BOUNDARY SURVEYS
 TOPOGRAPHICAL SURVEYS
BXP
 BOBBY A. PRESNELL AND ASSOCIATES INCORPORATED
 1221 COMMERCIAL PARK DRIVE SUITE #1
 TALLAHASSEE, FLORIDA 32303
 386-3462



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 REC. WAYNE HANNA, CLERK
 MADISON CO. FLORIDA

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NOTES:

1. Small number of trees remaining on lot 14.
2. Lot 14 to be used as a waterway.
3. Name of street is to show vertical lot center & boundary.

REMAINING LOT LAY-OUT OF:
DASER COSMIG FIELDS
 JAMES HORTON BERRY