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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

NOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into this 18<sup>th</sup> day of November, 1991, by EMMA MAYS KELLY HOBERTON, hereinafter referred to as the "Developer."

BK 257 PG 285

WITNESSETH:

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

Lots 2 through 35, inclusive, of HOPEWELL FARMS SUBDIVISION, a subdivision as per the plat thereof filed at Plat Book 1, page H, of the Public Records of Madison County, Florida; and

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

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

1. "Association" means HOPEWELL 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 policies.

- Section 1. No permanent dwelling is permitted which has a ground floor area, exclusive of open porches or garages, of less than Seven Hundred Twenty (720) square feet. Mobile homes will be allowed provided they are less than three (3) years old (age shall be defined from original titling and setup date) when placed on the Lot and provided they meet the size requirement of 720 square feet as required above. All mobile homes must be underskirted within six months of being placed on the Property and must be set up and maintained in a neat and orderly fashion. All construction must meet applicable governmental requirements.

Dwelling units must be set back a minimum of 150 feet from all roads and 75 feet from any lot line. The Developer reserves the right to waive this requirement where irregular lot configuration or topographical features would result in excessive hardship thereunder. All buildings placed on any lot must comply with applicable Governmental requirements and County setback requirements regardless of the configuration of topography of the lot.

**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.** All camping, temporary dwellings and storage units must comply with the following additional restrictions:

A. Travel trailers, campers, motor homes, storage units and temporary dwellings are not permitted to remain on any lot for any period of time unless they are of good quality and appearance.

B. Camping in lean to's and similar structures is prohibited.

C. Travel trailers, campers, motor homes and temporary dwelling units that are of good quality and appearance may be used temporarily, but are not permitted to be used more than fourteen (14) days in any consecutive thirty (30) day period unless serviced by a well, septic tank and electrical power in which case they may not be used more than one hundred eighty (180) days in any consecutive three hundred sixty-five (365) day period.

D. In no event is camping on a Lot for more than fourteen (14) consecutive days in any consecutive thirty (30) day period permitted except in a motor home or travel trailer provided the motor home or travel trailer is serviced by a well, septic tank and electrical power, and is of good quality and appearance.

E. No camping or storage of motor homes, campers, vehicles, boats or other items is permitted within 200 feet of any road, nor within 75 feet of any lot line.

F. All camping must comply with applicable State, Madison County and other local ordinances.

The foregoing notwithstanding, an Owner with a permanent dwelling on his Lot will be allowed to store a travel trailer, motor home and/or boat on his land.

**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. Animal stalls, pens and barns and other structures other than dwelling units are not allowed within two hundred (200) feet of any roadway, nor within seventy-five (75) feet of any lot line. In addition, the Owner shall refrain from creating a nuisance or annoyance to other Property Owners because of the location of these or similar structures or the actions of the animals which they house or contain.

**Section 6.** The following limitations on animals shall apply to all lots in the subdivisions: The keeping of any variety of swine or roaming fowl is absolutely prohibited. The keeping of any variety of fowl for commercial purposes is absolutely prohibited. Penned fowl for personal consumption shall be limited to four (4) per acre. Other animals shall be limited to one large animal per acre (i. e. horse, cow) or two small or medium animals per acre (i. e. dogs, goats). The number limitations for large, small and medium animals shall not be cumulative. Animals shall not create a nuisance to the neighboring property Owners. In addition to other restrictions at law or hereunder, all animals shall be physically confined to the Owner's property or kept under physical restraint by the Owner (i. e. leash or bridle) at all times.

**Section 7.** No discharge of firearms is permitted upon the Property.

**Section 8.** 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 <sup>Lot Owner</sup> to install culverts and erosion control protection necessitated by the Lot Owner's construction activities. 87

**Section 9.** The cutting of any tree larger than six (6) inches in diameter (measured two feet above ground level) without the expressed written consent of the developer (or successors) is prohibited, except that the developer's consent is not required for removal of trees in a one-half (1/2) acre area which includes a dwelling site.

**Section 10.** 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**

**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.

(b) The Developer and/or the Association reserves an assignable right to place a twenty (20) foot easement (being ten (10) feet on each side of all side lot lines) for the purpose of drainage and public utilities and ingress and egress to other lands and a twenty (20) foot easement along the rear and front lot lines, including without limitation a twenty (20) foot easement for the aforesaid purpose along and adjacent to all roadways. Developer reserves an assignable easement for ingress, egress and utilities across all roads shown on the plat of the subject property. The Owner of any lands covered by these Restrictions shall refrain from obstructing the natural drainage of the lands herein and shall keep any natural drainage ways as may exist on said lands clear so as not to interfere with drainage plans approved by the Suwannee River Water Management District. The Owner of any lot will not grant easements across the lot to anyone without the express written consent of the Developer. 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 200 votes can be cast with respect to any Lot. 288

Section 3. Developer has combined some individual platted lots for sale as single sales parcels. Other provisions to the contrary notwithstanding, each such sales parcel shall be treated for voting and assessment purposes as one lot so long as the combined lots remain under common ownership and do not contain more than one dwelling unit. The combined lot sales parcels are as follows: Parcel 1 is comprised of lots 5 and 6, Parcel 2 is comprised of lots 8 and 9, Parcel 3 is comprised of lots 11 and 12, Parcel 4 is comprised of lots 17 and 18, Parcel 5 is comprised of lots 19 and 20, Parcel 6 is comprised of lots 24, 27 and 34, Parcel 7 is comprised of lots 25, 26 and 35, and Parcel 8 is comprised of lots 29 and 30.

Section 4. 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 5. 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 6. 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 (1/3) of all the votes of the membership will constitute a quorum.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

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 due. See Section 3 of Article IV for treatment of certain combined lot sales parcels as a single lot for voting and assessment purposes.

Section 2. Purpose of Assessments. The assessments levied by the Association will be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Properties and for the improvements and maintenance of the private roads, drainage areas or easements, and Common Areas situated on the Properties, including but not limited to:

- (a) Payment of operating expenses of the Association, including payment of insurance premiums on insurance acquired by the Association.
- (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: 89

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment will be Fifty dollars (\$50.00) 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.

**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 (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 sent to each Owner. The due dates will be established by the Board of Directors. The Association will, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Effect of Non-Payment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date will bear interest from the due date at the maximum rate then permitted under Florida Law. The Association can bring an action at law against the Property. No 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. 290

**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**

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 Association, may impose any additional covenants or restrictions on the Properties nor on any Properties added pursuant to Article VI hereof.

**ARTICLE IX  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association or any Owner has the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or later imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained will not constitute a waiver 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 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 18<sup>th</sup> day of November, 1991.

BK257PG0291

Signed, sealed and delivered in our presence as witnesses:

Julie A. Holley  
Ronnie Dickson

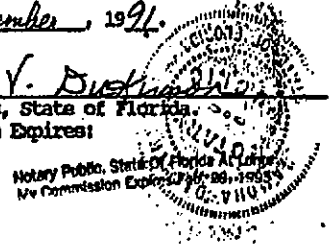
Emmala Mays Kelly Howerton  
EMMALA MAVS KELLY HOWERTON

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 EMMALA MAVS KELLY HOWERTON, well known to me to be the person who executed the foregoing instrument and she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and seal this 18<sup>th</sup> day of November, 1991.

Ronnie V. Dickson  
Notary Public, State of Florida  
My Commission Expires:



This instrument was prepared by:  
H. Edward Garvin, Esquire  
P. O. Box 23831  
Gainesville, Florida 32602

FILED FOR RECORD  
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MADISON COUNTY FLORIDA  
LISTED IN INSTRUMENTS

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BOOK 257 PAGE 285  
ALFRED F. WELCH, CLERK  
By R. Dickson, D.C.  
#155017

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