

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
300 First Florida Bank Bldg.
Tallahassee, FL 32301
(904) 222-6543

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DECLARATION OF
RESTRICTIVE COVENANTS OF
BUCKEYE FARMS, UNRECORDED

BARBARA P. BOYNTON is the owner of the property described in Exhibit "A" located in Gadsden County, Florida. By this instrument, the owner imposes 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 BARBARA P. BOYNTON, the owner of the property described in Exhibit "A".
2. "Association" shall mean BUCKEYE 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 423 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 BUCKEYE FARMS dated January 8, 1987, and prepared by NOBLES, VARNUM AND ASSOCIATES, INC., a reduced copy of which is attached 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.
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".

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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, 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.

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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.

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.

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

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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 423 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:

A. Common Restrictions:

1. Each lot shall be used as a residence for a single family and for no other purpose, except that Grantor may utilize a portion of the property to extend the roadway easement to provide access to adjoining property if Grantor elects to do so. 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

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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 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.

B. Mobile Home Restrictions:

9. No mobile homes shall be placed on any lot unless such mobile home has been manufactured by a company engaged in

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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

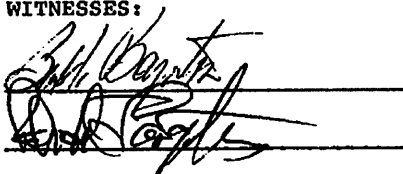
The Declarant, BARBARA P. BOYNTON, or the owner of any lot subject to these restrictions, may bring an action to enforce these restrictions in any court of competent jurisdiction.

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.

IN WITNESS WHEREOF, this instrument is executed this 22nd day of January, 1987.

WITNESSES:



Barbara P. Boynton
BARBARA P. BOYNTON

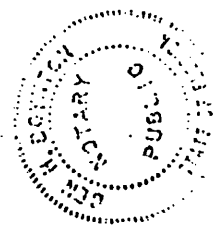
STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by BARBARA P. BOYNTON on this 22nd day of January, 1987.

Barbara P. Boynton
NOTARY PUBLIC

My Commission Expires:

Notary Public
My Commission Expires: _____
Based on the Notary Public Act of 1961



JMB3/gfs
01/21/87

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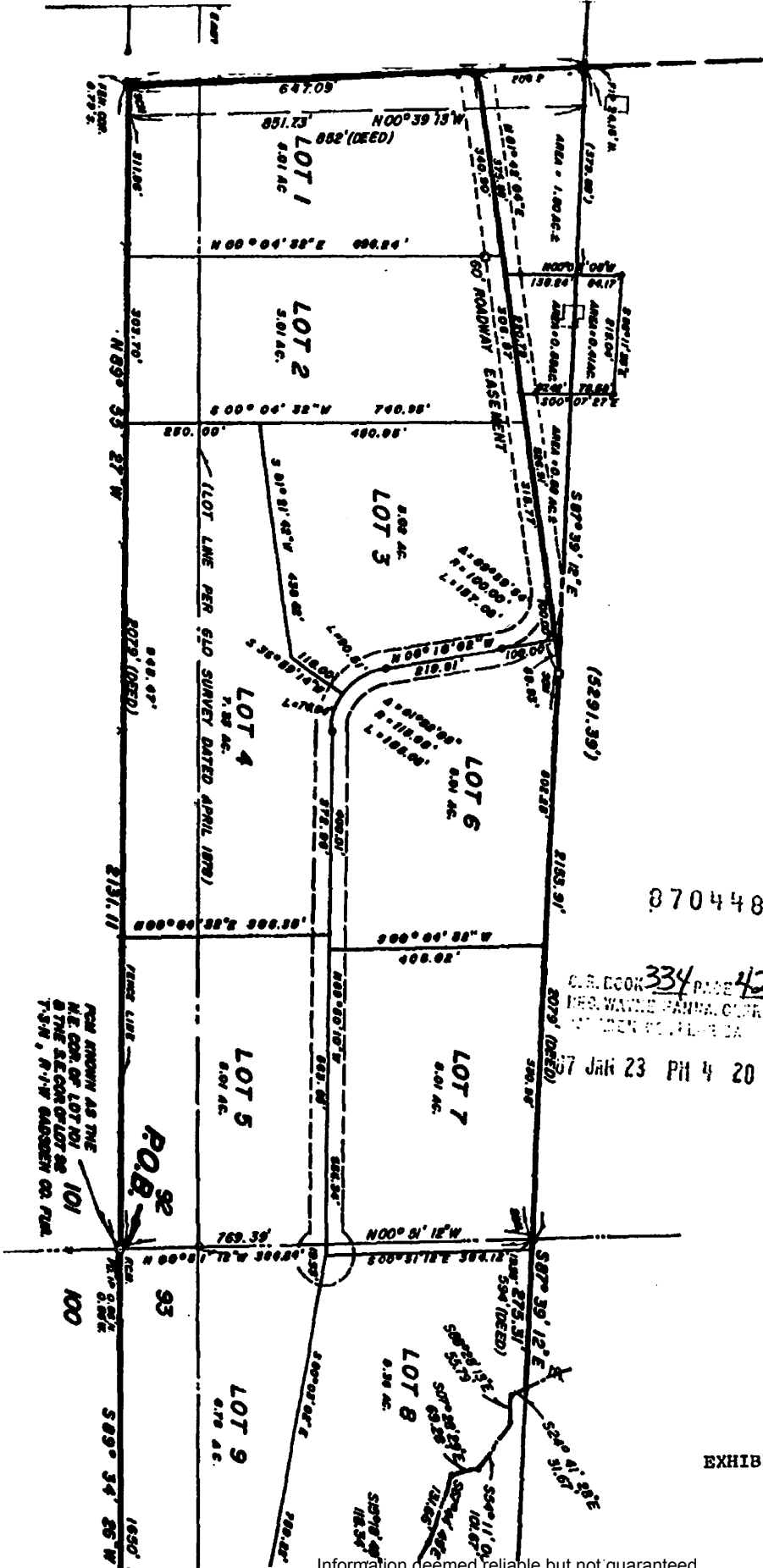
A portion of that property described in Official Record Book 4 at Page 83 of the Public Records of Gadsden County, Florida and being more particularly described as follows;

Begin at a concrete monument known as marking the Northeast corner of U.S. Government Land Lot No. 101 also being the Southeast corner of U.S. Government Land Lot No. 92, Township 3 North, Range 1 West, Gadsden County, Florida and run North 89 degrees 55 minutes 27 seconds West along the North boundary of that property described in Official Records Book 204 at Page 607 of the Public Records of said Gadsden County, Florida 2131.11 feet to a concrete monument, then run North 02 degrees 10 minutes 28 seconds West 647.09 feet to the centerline of a 60 foot roadway easement, then run North 81 degrees 42 minutes 04 seconds East along said centerline 1123.58 feet to the Florida, Georgia State Line, then run South 87 degrees 39 minutes 12 seconds East along said State Line 1033.25 feet to a concrete monument, then run South 00 degrees 51 minutes 12 seconds East 769.39 feet to the POINT OF BEGINNING; containing 37.23 acres, more or less.

ALSO

Begin at a concrete monument known as marking the Northeast corner of U.S. Government Land Lot No. 101 also being the Southwest corner of U.S. Government Land Lot No. 93, Township 3 North, Range 1 West, Gadsden County, Florida and run North 00 degrees 51 minutes 12 seconds West 769.39 feet to the Florida, Georgia State Line, then run South 87 degrees 39 minutes 12 seconds East along said State Line 275.31 feet to the centerline of Mash Creek, then run Southeasterly along said centerline the following courses, South 24 degrees 41 minutes 28 seconds East 31.67 feet, then run South 88 degrees 28 minutes 13 seconds East 55.79 feet, then run South 54 degrees 11 minutes 00 seconds East 101.67 feet, then run South 07 degrees 28 minutes 29 seconds East 69.28 feet, then run South 67 degrees 44 minutes 49 seconds East 131.68 feet, then run South 59 degrees 49 minutes 33 seconds East 86.02 feet, then run South 15 degrees 18 minutes 49 seconds East 118.34 feet, then run North 48 degrees 04 minutes 32 seconds East 74.52 feet, then run South 20 degrees 15 minutes 38 seconds East 138.70 feet, then run South 06 degrees 23 minutes 40 seconds East 59.14 feet, then run South 63 degrees 26 minutes 51 seconds East 103.19 feet, then run South 63 degrees 02 minutes 25 seconds East 204.47 feet, then run South 63 degrees 26 minutes 59 seconds East 78.91 feet to the North boundary line of property of L.E. Butler JR., then run South 89 degrees 34 minutes 26 seconds West along said North boundary 1168.42 feet to the POINT OF BEGINNING; containing 12.31 acres, more or less.

EXHIBIT "A"



NOW OR FORMERLY
HATTIE JANE HARRISON

Buckeye Farms

870448

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PER WYNNE HANNA, CLERK
TALLAHASSEE, FLA.
27 Jan 23 PM 4 20

FROM KNOWING AS THE
N.E. COR. OF LOT 101
& THE S.E. COR. OF LOT 98
T.S.M., N-1-W CROSSING CO. PLAN

P.O.B.

EXHIBIT "B"