

THIS INSTRUMENT PREPARED BY:

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O.S.  
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DECLARATION OF  
RESTRICTIVE COVENANTS OF  
DIXIE FARMS, A RECORDED SUBDIVISION

JIMMY BOYNTON REALTY, INC., a Florida corporation, 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 JIMMY BOYNTON REALTY, INC., the owner of the property described in Exhibit "A".
2. "Association" shall mean DIXIE FARMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the easement shown on the Plat recorded in Official Records Book 7, Page 38 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 recorded plat of DIXIE FARMS dated December 12, 1988, and prepared by BOBBY A. PRESWELL & 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 1989, 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

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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 two point five (2.5) acres of land will be assessed at Twenty-Five Dollars and No Cents (\$25.00) (2.5 acres X \$10.00 = \$25.00) for the year 1989. For the year 1990, 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 first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot

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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 shown on the Plat recorded in Plat Book 2, Page 38 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. 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, and all mobile homes must be skirted upon placement on the lot. 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 it owns within the subdivision without appointing a successor to exercise

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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 nine hundred (900) 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 enterprise shall be allowed to operate within the subdivision, except for the growing and selling of crops, including fruits and flowers. Horses and cattle, goats or sheep may be raised on any tract that is five (5) acres or more in size.

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 the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any lot.

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**C. Other Restrictions:**

10. No lot or lots are to be used for churches, cemeteries, convalescent, nursing or group homes.

**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, JIMMY BOYNTON REALTY, INC.; the owner of any lot subject to these restrictions; or the Association, 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 14th day of January, 1989.

WITNESSES:

JIMMY BOYNTON REALTY, INC.

Daisy M. McGeorge  
Angela L. L...

By: James M. Boynton  
JAMES M. BOYNTON,  
Its President



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 14th day of January, 1989.



Notary Signature  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 17, 1991.

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Being more particularly described as a product of this survey as follows:

Commence at a concrete monument (found) known as marking the Southwest corner of Section 22 Township-1-North, Range-2-West Calhoun County Florida and run thence North 00 degrees 27 minutes 20 seconds West along the West boundary of said Section 22 a distance of 11.15 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING commence thence North 00 degrees 27 minutes 20 seconds West along said West boundary a distance of 1308.10 feet to a concrete monument (set) marking the Northwest of the Southwest Quarter of the Southwest Quarter of said Section 22 as per Official Records Book 310 Page 211 of the Public Records of Calhoun County, Florida; thence North 89 degrees 33 minutes 10 seconds East 1320.34 feet to a concrete monument (set) known as marking the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 22 as per the aforesaid official records book and page; thence North 00 degrees 37 minutes 17 seconds West 1120.48 feet to a concrete monument (set) known as marking the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 22 as per said official records book and page; thence North 89 degrees 23 minutes 27 seconds East 1321.10 feet to a concrete monument (set) known as marking the center of said Section 22 as per said official records book and page; thence North 00 degrees 57 minutes 18 seconds West along the locally accepted West line of the Northeast Quarter of said Section 22 and an old fence line a distance of 1228.63 feet to a concrete monument (found) known as marking the locally accepted Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22, said point being the Northwest corner of said lands as described in Official Records Book 310, Page 211 of the Public Record of Calhoun County, Florida; thence North 89 degrees 10 minutes 10 seconds East along the North line of said lands a distance of 1091.21 feet to a concrete monument (found) marking the Northeast corner of said lands, said concrete monument lying on the Westerly right of way boundary of the STAGGARD SYSTEM RAILROAD; thence along said right of way boundary as follows: South 79 degrees 48 minutes 23 seconds East 236.48 feet to a concrete monument (found); thence North 70 degrees 09 minutes 37 seconds East 23.90 feet to a concrete monument (set); thence South 11 degrees 14 minutes 37 seconds East 315.73 feet to a concrete monument (found) marking the Northeast corner of land conveyed by Thomas F. Shipper, dated 9-19-1864, for A.F. GILMAN; thence leaving said right of way and run South 81 degrees 23 minutes 35 seconds West 325.11 feet to a concrete monument (found) known as marking the Northeast corner of said land; thence South 82 degrees 50 minutes 48 seconds East 454.15 feet to a concrete monument (found) known as marking the Southwest corner of said lands; thence South 81 degrees 17 minutes 36 seconds East 816.93 feet to a concrete monument (found) known as marking the Southwest corner of said lands, said point lying on the aforesaid Westerly right of way boundary of said railroad, said point lying on a curve centered to the West; thence along said right of way curve with a radius of 1423.49 feet, through a central angle of 00 degrees 48 minutes 23 seconds for an arc distance of 20.13 feet (the chord of said arc being South 30 degrees 05 minutes 31 seconds West 28.63 feet) to a concrete monument (set); thence continue along said right of way as follows: South 13 degrees 46 minutes 59 seconds West 68.76 feet to a concrete monument (set); thence South 80 degrees 45 minutes 20 seconds West 61.93 feet to a concrete monument (set); thence South 23 degrees 14 minutes 10 seconds West 1239.30 feet to a concrete monument (set) on a point of curve to the left; thence along said curve with a radius of 1404.96 feet, through a central angle of 42 degrees 03 minutes 47 seconds for an arc distance of 1611.43 feet (the chord of said arc being North 62 degrees 12 minutes 16 seconds West 1024.46 feet) to a concrete monument (set); thence South 10 degrees 49 minutes 37 seconds East 23.33 feet to a concrete monument (set) in an old fence line approximately 9.3 feet North of the North line of said Section 22; thence South 89 degrees 27 minutes 04 seconds West along said fence a distance of 3308.43 feet to the POINT OF BEGINNING.

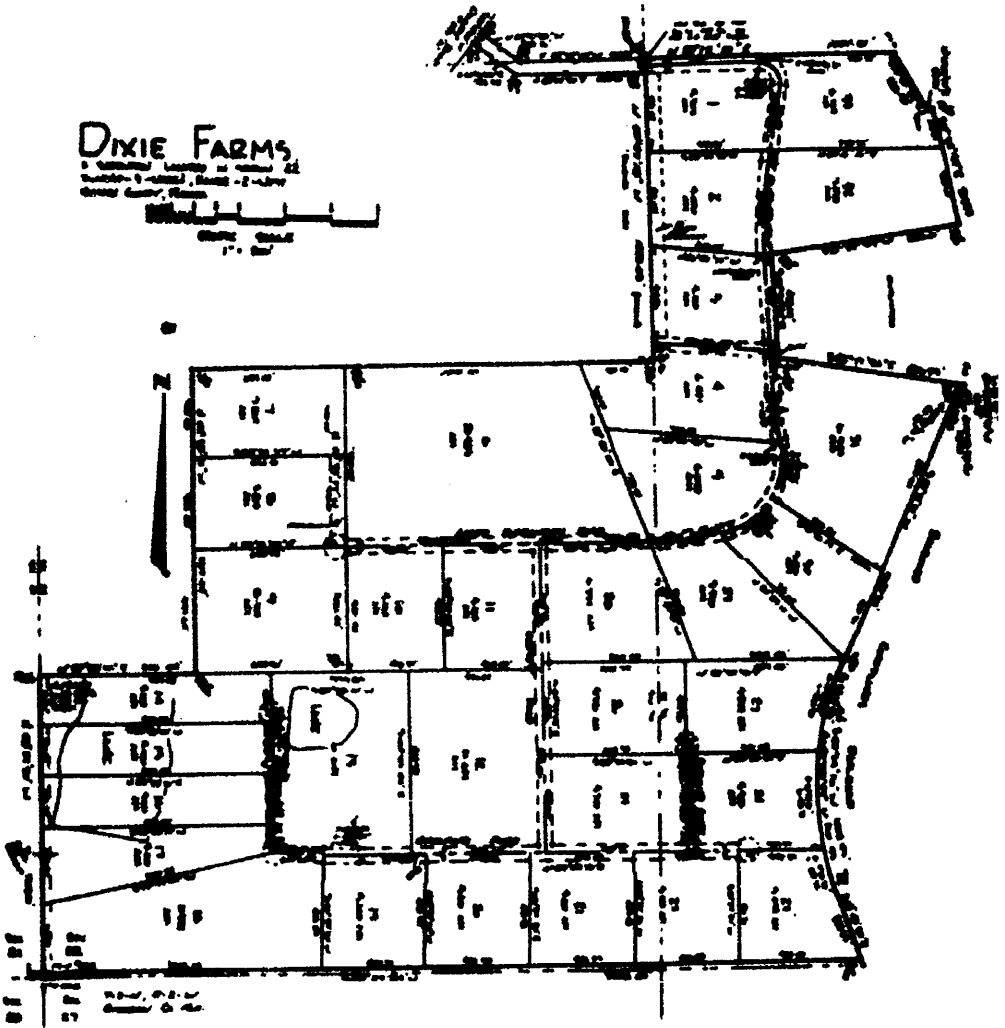
Containing 381.467 acres, more or less. Subject to a Florida Power Corporation Powerline Easement.

And also: the East half of the Northeast Quarter of the Southwest Quarter of Section 22 Township-1-North, Range-2-West Calhoun County, Florida, containing 19.828 acres, more or less.

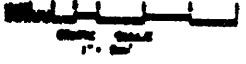
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**RECORDER'S MEMO**  
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on this document when received

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DIXIE FARMS



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FILED RECORDED AND  
RECORD VERIFIED  
NICHOLAS THOMAS C. CLERK CIR. CRT.  
GADSDEN COUNTY, FLA.  
BY *Nicholas Thomas Clerk*

O.R. BOOK 354 PAGE 1444-1451  
REC. NICHOLAS THOMAS CLERK  
GADSDEN CO., FLORIDA

LAND BOUNDARY SURVEYS



TOPOGRAPHICAL SURVEYS

'89 JUN 23 AM 11 OBOBBY A. PREHNELL AND ASSOCIATES INCORPORATED  
1221 COMMERCIAL PARK DRIVE SUITE #71  
TALLAHASSEE, FLORIDA 32303  
- 382-3482 -

EX 'B'