

**This Document prepared by:
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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CVIGNE FAMILY FARMS**

KNOW ALL MEN BY THESE PRESENTS, this DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as “Declaration,” was made this ___ day of _____, 20__ by CVIGNE FARMS, LTD., a _____ Limited Partnership, hereinafter referred to as “DEVELOPER” or “Declarant”, as the owner in fee simple of a tract of land divided and platted as a family agricultural lot split known as CVIGNE FAMILY FARMS, located in Marion County, Florida as more particularly described herein.

WITNESSETH:

WHEREAS, Charles Vigne as founder of DEVELOPER and CVIGNE FAMILY FARMS worked diligently with his wife Dawn for many years to raise the necessary capital to purchase CVIGNE FAMILY FARMS; and

WHEREAS, Charles Vigne along with his wife Dawn have a strong belief that God blessed their hard work, diligence and effort by allowing them to purchase and develop CVIGNE FAMILY FARMS, and therefore Charles Vigne and his wife Dawn have a sincere desire to see the continuation of CVIGNE FAMILY FARMS as a family based farm to be enjoyed by future generations for many years; and

WHEREAS, DEVELOPER as the owner of the certain tract lots and land formally platted as a family agricultural lot split, more particularly described in the document attached hereto as Exhibit “A” and recorded in plat Book ___ at pages ___ through ___ Public Records of Marion County, Florida, hereinafter be called the “Subject Property,” and the DEVELOPER desires to create on the Subject Property a family agricultural residential community with open spaces and other common facilities for the benefit of the community for many years to come; and

WHEREAS, Lot 1 of the Subject Property is a 570 more or less acres tract of property used primarily for agriculture and intended by the DEVELOPER to continue in as an agricultural land use and with ingress and egress to Lot 1 via Vigne Road primarily for the benefit of the direct lineal descendants of Charles Vigne; and

WHEREAS, Lots 2 through 20 (with lot 12 being a lot established primarily for the benefit of Charles Vigne and his wife Dawn for their lives) are 10 more or less acre tracts of property to be used primarily for the construction of future individual residential homes along with agricultural purposes; and

WHEREAS, the DEVELOPER desires to provide for the preservation, enhancement and continued use of the subject family property for agricultural purposes and to also preserve and enhance the property values, private roads and other common amenities in the subject property as well as for the for the maintenance of the private roads, Common Areas and improvements thereon, and, for this reason, desires to subject the Subject Property together with the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each owner thereof; and

WHEREAS, the DEVELOPER has deemed it desirable to create an entity for operation and maintenance of the private roads and other common elements of CVIGNE FAMILY FARMS and to that end, DEVELOPER has incorporated under the laws of the State of Florida, as a non-profit

corporation, CVigne Family Farms Property Owners' Association, Inc., hereinafter "CVFFPOA", for the purposes of exercising the functions stated above, which said Association intends to be a homeowner's association governed by Chapter 720, Florida Statutes; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the DEVELOPER declares that the real property described as the Subject Property in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter referred to as "Covenants and Restrictions") set forth in Official Records Book ____ at Pages ____ through ____ of the Public Records of Marion County, Florida and this Declaration and that such Covenants and Restrictions shall run with the real property and be binding on all parties having any right, title or interest in the Subject Property or any addition thereto as described herein, including their heirs, personal representatives, successors and assigns.

ARTICLE I

Definitions

Section 1. Definitions. The following words when used in the Declaration or any Supplemental Declaration (unless the contract shall prohibit) shall have the following meanings:

(a) "Architectural Review Board" or "ARB" shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the construction of improvements on the Subject Property or Lots on the Subject Property.

(b) "Articles of Incorporation" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of CVFFPOA as they may exist from time to time. "Assessment" shall mean and refer to a fee charged by the Association for the maintenance of the Common Area and for such other purposes as are set forth in these Declarations.

(c) "Association" shall mean and refer to CVFFPOA its successors and assigns.

(d) "Common Areas" shall mean and refer to the private roads in CVIGNE FAMILY FARMS as well as other common public areas situated upon the Subject Property or Additions to the Subject Property, and which shall include without limitation, in addition to any private roads, drainage areas, easements for roads, walkways, parking areas and paths, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems, signage, structures, ponds and landscaping thereon. The DEVELOPER may in its sole discretion maintain, transfer and assign legal ownership of the Common Areas to the Association, subject only to the use rights granted herein to OWNER, which use rights shall not be construed to create in OWNER a legal interest in and to such Common Areas. Further, DEVELOPER shall have sole discretion as to the time frame, design, content, style and any other feature in the construction and improvement of any Common Area and infrastructure or improvement therein.

(e) "DEVELOPER" shall mean CVigne Farms, LTD. a _____ limited partnership, or its assigns, owner of the Subject Property.

(f) "Declaration" means this Declaration of Protective Deed Restrictions and Covenants for CVIGNE FAMILY FARMS.

(g) "Residence" shall mean and refer to any building situated upon a Lot designed and intended to be used and occupied as a single-family residence.

(h) "Lot" shall mean and refer to any parcel of land upon the Subject Property which has been designated by the DEVELOPER to contain a Residence. The word Lot shall also include the Residence located thereon when one has been constructed on the Lot.

(i) "Maintenance Fee" shall mean and refer to a fee charged by the Association or its designee.

(j) “Member” of the Association shall mean and refer to all Owners of a Lot in the Subject Property and the DEVELOPER.

(k) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot located within the Subject Properties, including the DEVELOPER, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(l) “Recreational Vehicle” shall mean a van, truck or other such vehicle which is designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

(m) “Rules and Regulations” means any and all rules and regulations duly promulgated by the DEVELOPER under this Declaration, or by the Association in its Articles of Incorporation and By-Laws or in its operation of the Subject Property.

(n) “Subject Property” shall mean and refer to CVIGNE FAMILY FARMS, as more particularly described in the document attached hereto as Exhibit “A” which also includes all adjacent or connecting lakes or wetlands. The DEVELOPER reserves the right to make such changes and/or modifications to the plat as are deemed necessary by the DEVELOPER in its sole discretion.

(o) “Additions to Subject Property” shall mean any other property which the DEVELOPER now owns or may acquire in the future which becomes subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof. Such Additions to Subject Property, which shall be added from time to time may be of any size and contain any number of Lots and in any sequence and any commercial or multi-family developments as determined solely by the DEVELOPER, along with any Common Areas deemed appropriate by the DEVELOPER.

(p) “CVIGNE FAMILY FARMS” or “The Properties” shall mean and refer to the Subject Property, and Additions to Subject Property, which are subject to the Declaration and/or Supplemental Declaration recorded under the provisions of Article II hereof.

(q) “Articles of Incorporation” and “By-Laws” shall mean the Articles of Incorporation and By-Laws of CVFFPOA, which are attached as Exhibits “B” and “C” respectively.

(r) “Vehicle and Traffic” shall mean any motorized or self-propelled mechanical device including automobiles, trucks, motorcycles, go-carts, golf carts, bicycles, ATVs, and tricycles.

ARTICLE II

Property Subject to this Declaration and Additions to Subject Property

Section 1. Subject Property. The Subject Property, as heretofore defined and any improvements now or hereafter constructed thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Subject Property. The DEVELOPER from time to time, and at any time, may, in its sole and absolute discretion, cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Subject Property; and until such time as such additions are made to the Subject Property in the manner hereinafter set forth, no real property other than the Subject Property shall be affected by or become subject to this Declaration. Until such time as any portion of such property is submitted to the terms of this Declaration by recordable of a Supplemental Declaration extending the scheme of the Declaration to said property, the DEVELOPER shall not be obligated to submit such property to this Declaration or make such property a part of CVIGNE FAMILY FARMS; however, in the event

DEVELOPER submits such property to this Declaration, DEVELOPER shall have such rights regarding such property as are provided in this Declaration and the Supplemental Declaration to which such property is subject.

Section 3. Supplemental Declaration of Covenants and Restrictions. Each of the Additions to Subject Property authorized under this Article shall be made by the DEVELOPER by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to those Additions to the Subject Property which shall subject those particular Additions to the Subject Property to the scheme of the covenants and restrictions of this Declaration as such scheme may be hereafter modified or amended as provided for herein or in said Supplemental Declaration of Covenants and Restrictions. Such additions shall be made whenever the DEVELOPER in its sole and absolute discretion deems appropriate, but in no event shall any Supplemental Declarations making additions to CVIGNE FAMILY FARMS be recorded after thirty (30) years from the date this Declaration is recorded in the Public Records of Marion County, Florida. Such Supplemental Declaration shall be made by DEVELOPER and shall not require consent of any person or entity, including without limitation, any Owner, Member, mortgagee of a Lot or Residence, or the Association. Such Supplemental Declaration may contain such additions and modifications to these Declaration and additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions to Subject Property. The Owner of each Lot located in any Additions to Subject Property shall become a Member of the Association when the Supplemental Declaration of Covenants and Restrictions submitting the Additions to Subject Property in which the Lot is located to the terms of this Declaration, is recorded in the Public Records of Marion County, Florida. At and after than time right to vote and shall become subject to the terms and conditions of the Declaration as provided in the Owner may exercise all rights of a Member of the Association, including the Supplemental Declaration,

including without limitation the obligation for payment of assessments as provided therein. Upon filing, any Supplemental Declaration of Covenants and Restrictions shall be considered a part of the Declarations and the term "Declaration" as used herein shall include such Supplemental Declaration.

ARTICLE III

Rights in the Private Roads and other Common Areas

Section 1. Easements and Title in Common Areas. Subject to the provisions of Section 2 and the additional provisions of this Declaration, every Owner, his guests, and tenants shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all private roads and Common Areas adjacent to lots 2 through 20. DEVELOPER retains a right of exclusive use, in its sole discretion, for the road known as Vigne Road as well as Lot 1. Any easement of enjoyment and use to roads and Common Areas running through and adjacent to lots 2 through 20 shall include, but not be limited to, the Owner's right of ingress and egress over the roadways and walkways on the Common Areas for purposes of access to a Lot. DEVELOPER shall have a perpetual easement for ingress and egress for itself and its guests, agents, employees, invitees, licensees and tenants over all Common Areas. No Owner shall have any greater or lesser rights than any other owner or the DEVELOPER in any Common Area which encumbers such Owner's Lot. The DEVELOPER reserves the right to promulgate and enforce written or posted rules and regulations regarding the use of CVIGNE FAMILY FARMS private roads, streets, roads and sidewalks within the development by all persons operating a vehicle of any kind until DEVELOPER conveys title of Common Areas, including all other Common Areas to the Association along with any easement, agreement or license right, which has been reserved for the benefit of the Association and its members; whereupon, the Association shall have said rights of regulation. The DEVELOPER may transfer a portion of the Common Areas to the Association or may transfer the entire Common

Areas at one time at DEVELOPER's sole discretion. The Association shall pay for all costs of this conveyance of title to Common Areas, including a purchase price to be determined by the DEVELOPER in the DEVELOPER's sole discretion, to be paid to DEVELOPER by Association as well as any transfer and conveyance fees required for same. **All roads in CVIGNE FAMILY FARMS property shall be private roads and all costs for the maintenance of said roads shall be the sole responsibility of the DEVELOPER, the Association, or by a Member of the Association as the parties so designate according to these Declarations, and maintenance of the said roads in CVIGNE FAMILY FARMS shall not be the responsibility of Marion County, Florida.**

Section 2. Cross Easement Rights in the Common Areas. It is the intention of the DEVELOPER that CVIGNE FAMILY FARMS will be divided into separate Lots. At the time a Supplemental Declaration of Covenants and Restrictions are recorded in the Public Records of Marion County, Florida, bringing any of the Additions to Subject Property into CVIGNE FAMILY FARMS, all Owners in CVIGNE FAMILY FARMS, whether in the Subject Property or any Additions to Subject Property, and the DEVELOPER shall have a right and perpetual nonexclusive easement of enjoyment and use in all the Common Areas in CVIGNE FAMILY FARMS, regardless of where the Common Areas are located, and in the case of Owners, such easement shall be appurtenant to and shall pass with title to every Lot and shall not be separated from Lot ownership.

Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas to a member of his family and his bona fide guests (defined as any guest staying with the owner for twenty-four (24) hours or more), his tenants, who reside in his Residence, subject to such rules and regulations that may be established from time to time by the DEVELOPER. All guests must be accompanied by a resident any time guests are using any

Common Areas. DEVELOPER may delegate its right of use and enjoyment to the Common Areas to any person or entity, in its sole discretion.

Section 5. Rules and Regulations. **The DEVELOPER shall have the right in its sole and absolute discretion to adopt, modify, amend and terminate at any time and from time to time rules and regulations for the use of the Common Areas, including, the promulgation of written rules and the posting of traffic control devices and signs regulating the use of CVIGNE FAMILY FARMS as well as limiting the use of Vigne Road as well as Lot 1 to certain members of CVFFPOA, and other private streets, roads and sidewalks of the Development, until DEVELOPER conveys title in Common Area to Association as set forth in Article III Section 1. DEVELOPER or Association shall also have the right to enforce the rules and regulations by terminating the right of a guest, tenant or other invitee permitted access to the Development by the DEVELOPER or Association to use said CVIGNE FAMILY FARMS private roads, streets, or sidewalks if that person has been determined by the DEVELOPER or Association to have violated the promulgated rules or posted traffic control devices which are designed to protect the safety of all persons who have access to and use of the streets, roads and sidewalks of the Development.**

Section 6. CVIGNE FAMILY FARMS Regulation. DEVELOPER or Association shall have the exclusive right, in its sole discretion to maintain and control all portions of CVIGNE FAMILY FARMS, including but not limited to, maintenance, modification, replacement and control of any outfall or other common area, road or other element drainage structure located upon the Subject Property. **Further, DEVELOPER may restrict access to common areas of CVIGNE FAMILY FARMS, including Vigne Road and Lot 1 of CVIGNE FAMILY FARMS, to certain members of the CVFFPOA and guests, invitees and other parties, in its sole discretion.** DEVELOPER or Association shall have a perpetual easement for ingress and egress for itself and

its guests, agents, employees, invitees, licensees and tenants over the Subject Property in order to accomplish any such maintenance and control of CVIGNE FAMILY FARMS. DEVELOPER or Association, in its sole discretion, reserves the exclusive right, but has no obligation, to convey a permanent conservation easement over Lot 1 or any other portion of CVIGNE FAMILY FARMS.

ARTICLE IV

The Association

Section 1. Association. CVFFPOA (the "Association"), a Florida corporation not-for-profit, has been organized to provide for organizing the common areas, streets, roads and ensuring the lifestyle of CVIGNE FAMILY FARMS is maintained. **Any future amendment, edit or other change to CVFFPOA membership, organizational structure or to CVIGNE FAMILY FARMS shall require unanimous consent by any living direct lineal descendent of Charles Vigne over the age of 18 at the time of the proposed amendment.**

Section 2. Membership. Every Owner of a Lot and the DEVELOPER shall be a member of the Association. Except in the case of DEVELOPER, membership shall be appurtenant to and may not be separated from ownership of any Lot or Residence.

Section 3. Voting Rights in Association. Each Lot Owner shall be entitled to one (1) vote in Association. The DEVELOPER shall be entitled to three (3) votes for each one (1) lot owned by DEVELOPER. When DEVELOPER's votes in Association are equal to the votes of all Owners, DEVELOPER's vote shall then be reduced to one (1) vote for each one (1) lot owned by DEVELOPER.

ARTICLE V

Membership in the Association

Section 1. Member. The Members of the Association shall consist of the DEVELOPER, and all Owners of Lots within the Properties, any person or entity who holds an interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Lot by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a deed or other instrument establishing a record title to a Lot in the Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association and DEVELOPER of the recording of the deed or other instrument establishing record title and shall furnish the Association and DEVELOPER a certified copy of such instrument.

ARTICLE VI

Covenants for Maintenance Assessments

Section 1. Purpose of Assessments. The Assessments levied by the Association shall be used in the sole and absolute discretion of the same for the purpose of maintaining and operating the private roads as well as the common elements and for promoting the health, safety and welfare of the residents in CVIGNE FAMILY FARMS, including, but not limited to, recoupment of capital improvement costs; maintenance and operation of the Association; any fees or costs of the Association including any roads, streets or other common areas in CVIGNE FAMILY FARMS; interest expenses; the payment of taxes and insurance for the common areas; constructing, maintaining, operating, repairing and replacing improvements on the Common Areas; enforcing these Covenants and Restrictions; the maintenance, operation, repairing and replacing of properties, services and facilities which have been or subsequently may be constructed, installed or furnished,

which are devoted to the purpose and related to the use and enjoyment of the Common Areas; and for any required maintenance, repair or improvement of the operation and or repair of any surface water or storm water management system. Assessments levied include, but are not limited to, the payment of taxes and insurance for the Common Areas and repair, replacements and additions thereto, and for the cost of labor, professional fees, equipment, materials, management and supervision thereof. The Assessments may also be used for maintaining the lawns and landscaped areas of the Common Areas, for all utility costs including electricity, water, gas and telephone used in connection with the foregoing, garbage and trash collections, twenty-four-hour security service, and for the repair and maintenance of the facilities. The Assessment may also provide reasonable reserves for deferred maintenance and replacements, for construction of Common Areas and shall also be used as a means of enforcing compliance with these restrictions. Assessments shall also be used for any other expenses deemed by the Association to be necessary and proper for management, maintenance, repair, operation and enforcement of these Declarations.

Section 2. Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

(1) Annual Assessment payable in advance in equal monthly installments on the first day of each month or upon a quarterly basis with payments due on the first month of each quarter during the year as determined by the Association. Such Assessment shall be for any costs and expenses relating in any way to any of the items described in Section 1 above.

(2) Special Assessments for violations of the Declarations and damages resulting therefrom as provided in this Declaration.

Section 3. Delinquent Assessments. If any annual assessment or installment thereon is not paid within thirty days after the due date, a late fee may be charged by the Association, and the

same may accelerate the remaining installments of the regular annual assessment for that calendar year which otherwise would not be due and declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed. Interest shall accrue on any unpaid assessment whether or not accelerated, at the highest rate allowed by law. Accounts delinquent in excess of sixty (60) days or those twice delinquent more than thirty (30) days may be charged for the annual assessment for the next calendar year in advance and shall be subject to the same collections, lien and foreclosure proceedings as otherwise provided for herein. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, or abandonment of his Lot; however, the DEVELOPER shall be excused from payment of Assessments on any LOT it owns.

Section 4. Rights of Association to Collect Delinquent Assessments. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving lien securing same.

Section 5. Method of Setting Annual Assessments. The annual assessment may be initiated, increased and decreased by the Association after considering current construction, operation, maintenance and repair costs and expenses and estimated future construction, operation, maintenance and repair costs and expenses.

Section 6. Special Assessments. Special assessments may also be collected and enforced as provided in Article VI.

Section 7. Certificate of Assessment Liability. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association to any Owner liable for an assessment. The certificate shall state whether said assessment has been paid and shall be

conclusive evidence of payment of any assessment therein stated to have been paid. The Association shall have the right to charge a reasonable fee for the Certificate of Assessment Liability.

Section 8. Allocation of Assessments Among Lots. The allocation of annual assessments shall be set so that all Lots shall be assessed at an equal rate; except for Lots owned by the DEVELOPER as set forth in Article VI Section 3.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) Any parcel of property which serves as an easement, or which is dedicated and accepted by a local public authority and devoted to public use.

(b) All portions of the Properties owned by the DEVELOPER or in which the DEVELOPER has an interest.

Section 10. Fines. The Association may levy reasonable fines against Owners for violation by Owners, or the Owners family members, lessees, guests, licensees, invitees, employees or agents for the provisions contained in this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and the Traffic Regulations promulgated by the Association from time to time. The Association may levy fines according to a schedule of fines to be adopted by the Board of Directors. Owners who violated (or whose family members, lessees, guests, licensees, invitees, employees or agents have violated) any of the foregoing rules or sections contained within the foregoing documents shall be entitled to notice and a hearing before the Board of Directors of the Association prior to imposition of any fine. Fines are a Special Assessment and shall be collectable as such and upon any delinquency in the payment of any fine the Association shall have all rights as set forth in these Declarations, including, without limitation, lien rights against the Owner's Lot.

ARTICLE VII

Maintenance

Section 1. Maintenance by the Owner. Unless designated as the responsibility of the Association in Section 2 of Article VII, each Owner is responsible for maintenance in good order, condition and repair of the interiors and exteriors of Residences located on a Lot as well as any and all mechanical equipment, plumbing and electrical facilities located on a Lot servicing the Residence thereon, and any hot tub, spa or similar facility located on a Lot, and any equipment and appurtenances. The Owner shall promptly perform such maintenance so as to keep the Residence and Lot in a good state of repair. No Owner shall in any way maintain, modify or improve any areas for which the Association has the responsibility for maintenance without the prior written consent of the Association. Each Lot Owner grants the Association an easement to enter onto a Lot to maintain, repair and otherwise enforce these Covenants and Restrictions if the Owner of the Lot fails to perform required maintenance, repair or compliance with these Covenants and Restrictions within ten (10) days of Association's written demand that the Owner of the subject Lot perform maintenance, repair or compliance with these Covenants and Restrictions. Each Lot Owner agrees to hold Association and DEVELOPER, their employees and agents harmless for any maintenance, repair or enforcement actions taken herein. Each Lot Owner agrees to reimburse the Association for its costs associated with Lot maintenance, repair or Covenant and Restriction enforcement. Each Lot Owner agrees that, if the costs for said maintenance, repair or enforcement of Covenants and Restrictions is not paid within ten (10) days of written notice of same, the said costs of shall constitute a lien against the Lot enforceable in accordance with the provisions of Article XII.

Section 2. Maintenance by the Association. The Association shall be responsible for the exclusive maintenance, and repair of the following:

(a) Lawn and Shrubs. The Association shall maintain and care for those lawn and shrub areas within the Properties which are a part of the Common Areas other than areas within utility and road easements over Lots, which shall be the responsibility of the OWNER under Section 1 of Article VII. Such maintenance by the OWNER shall be limited to mowing, trimming and edging of lawns and shrubs. The Association, in its sole discretion, shall determine the need for replacement and/or improvement of landscaping, lawns and shrubs. Also, the Association, in its sole discretion and to enhance the beauty of CVIGNE FAMILY FARMS, shall determine whether to include the front lawn of any Lot as part of the lawn and shrub general maintenance of the Association.

(b) CVIGNE FAMILY FARMS Private Roads, Walkways, Parking Areas and Paths. The Association shall have exclusive authority to maintain and repair in CVIGNE FAMILY FARMS all private roadways, walkways, parking areas, paths and drainage areas, if any, throughout the Properties. In the event any road, lake, roadways, walkways, parking areas, paths and drainage areas or other common element are damaged as a result of the negligence of an OWNER, or his family, guest, licensee, invitee, or tenant, the Association may repair or replace such damage and demand reimbursement from such OWNER by delivery of written notice thereof. If such OWNER does not reimburse the Association within fifteen (15) days of such notice, the Association may levy a special assessment against the OWNER for reimbursement, as provided in Article VI Section 2.

Section 3. Association May Contract for Services. The Association may contract for the management of all or part of the Common Areas or Lot Owners' property for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. The Association may contract with public or private utility companies, including without limitation a private utility company with which DEVELOPER is affiliated or controls, for purposes of supplying utility

services to the Properties and the costs and expenses charged by such utility companies shall be separately billed to the OWNER of a Lot by such utility companies and shall not be included in the annual assessments.

Section 4. Compliance with Landscape Requirements. DEVELOPER and Association shall comply with the landscape requirements set forth in the final agricultural land split plan for CVIGNE FAMILY FARMS.

ARTICLE VIII

Restrictions

Section 1. Single Family Use: All Lots shall be used for single family residential and agricultural purposes only to consist of a single-family dwelling and there shall be no other buildings located on a Lot except for said single family residence except for agricultural type improvements such as a barn, paddock and similar improvements, which shall be approved by the Association prior to the construction of same. It will be further provided that such dwellings shall not be used for any activity normally conducted as a business except for an office in the home.

Section 2. Grade and Elevation: No grade or elevation of any portion of any Lot may be changed without the prior written consent of DEVELOPER or Association.

Section 3. Plan and Contractor Approval by Architectural Review Board: No building, fence, wall, drive or other structure, including landscaping shall be constructed, painted, maintained, erected, placed or altered upon any Lot, nor shall any awning canopy, shutter, or antenna be attached to or placed upon outside walls or roofs of buildings or any improvements, until the proposed building plans, specifications, exterior color and finish, together with site plan shall have been approved in writing by the ARB, which shall be the DEVELOPER or DEVELOPER's designated representative until DEVELOPER owns less than twenty five percent (25%) of the Lots

in Subject Property (at a point in which DEVELOPER owns less than twenty five percent (25%) of the Lots, the ARB shall then consist of three (3) Members of CVFFPOA, two (2) of said Members shall be appointed by DEVELOPER and one (1) Member of ARB appointed by CVFFPOA). The ARB shall be entitled to a reasonable fee for its services from a Lot Owner desiring approval of any improvement to a Lot; the Members serving on the ARB are eligible for reasonable compensation for their services rendered as determined by CVFFPOA. Also, the reasonable general expenses of the ARB operation, including the utilization of consultants, shall be paid by CVFFPOA. The DEVELOPER, its authorized agents, successors and assigns shall have the absolute right to reject any building plans upon grounds, including clearly aesthetic consideration, which in its discretion shall be deemed sufficient. No building plan shall be approved unless the proposed dwelling has a minimum of one thousand eight hundred (1,800) square feet of enclosed living area, excluding all garages, porches, patios, carports and the like. No home will be over two (2) stories in height based on the front elevation of the home. No building will have a roof pitch of less than 6/12 and will have a minimum 2 x 6 fascia. One copy of all plans and related data, including specifications, shall be furnished to the ARB, and shall be held and preserved and not disclosed or used for any other purpose other than for approval, comparison with actual construction, enforcement of these restrictions and/or evidence of violation of these restrictions. No structure shall be erected, altered, placed or permitted to remain on any other Lot than as approved in writing as aforesaid. However, in the event that any plans for construction shall be submitted and the same shall not have been disapproved or otherwise acted upon within sixty (60) days after the same shall have been delivered for approval, then in such event, approval shall not be required, provided that the plans and location of improvements on the Lot conform to or are in harmony with existing structures in that subdivision. All dwellings constructed on Lots within Subject Property shall be constructed by a licensed Florida contractor holding a Class C license, or higher. All building plans shall be

submitted with the name and address of the proposed contractor selected by the Lot owner to perform construction. The ARB reserves the right, in its sole discretion, to reject the Lot owner's selection of a contractor to perform such construction.

Section 4. Variances, Release of Minor Violations: Variances may be granted which do not exceed five percent (5%) of the minimum building size restrictions and which are granted solely within the discretion of the ARB. Any variances of minimum building size must be granted in writing and signed by the ARB. The ARB further reserves to itself the right to release minor violations of this Declaration, within its sole discretion, provided that such releases shall be valid only if they are granted in writing and signed by the ARB.

Section 5. Building Materials: All buildings upon any Lot within the Subject Property shall be constructed on the Lot with new materials. Roofing will be thirty (30) year shingles, concrete tile or standing seam metal roof. No building shall be constructed of used materials, except used bricks. Solid, continuous, stem wall masonry foundations with a minimum of twelve inches (12") above final grade will be required for all residential dwellings. Struct block construction will not be allowed. Manufactured housing, mobile homes and the like will not be allowed. Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction, or the Association may repair and assess Lot Owner with Special Assessment for said costs.

Section 5. Tract Maintenance: Each Lot owner shall maintain their Lot and all improvements thereon in a clean, neat and attractive condition; shall keep their Lot free of any accumulations of materials, equipment, or any other unsightly objects; and shall not permit any natural or artificial feature on any tract to become obnoxious, overgrown or unsightly. If, in the sole discretion of the Association, any owner fails to maintain improvements on a Lot, permits

accumulations of trash or junk or permits any lawn, fence, hedge, tree or landscaping feature to become obnoxious, overgrown or unsightly, the Association shall have the right, but not the obligation to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature, to remove such accumulations of junk or trash to effect necessary relief and maintenance to the premises, with the cost thereof to be billed to the Lot owner as a Special Assessment.

Section 6. No Offensive Activity - Quiet Enjoyment: No offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the other Lot owners within the Subject Property. No Lot Owner shall maintain any plants, poultry, loud birds, animals (other than household pets), devices or vehicles, including ATV's of any sort and nature whose normal activities or existence is in any way dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof except that a lot owner may conduct reasonable and ordinary agricultural practices with equine, cattle or similar farming operation as long as the lot owner obtains prior approval from the Association, which approval shall not be unreasonably withheld. No occupant shall burn any rubbish, leaves or trash on any tract at any time.

Section 7. Fences: No fences may be erected on a Lot with prior written authorization for the height, location and style from the ARB. Lot Owner shall be responsible for the fence maintenance and repair.

Section 8. Signs: No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of the usual size and nature for the purpose of advertising the property for sale or rent by Owner or DEVELOPER for the purpose of advertising the property during construction or sale.

Section 9. Temporary Structures: No structure of a temporary nature shall be placed on any Lot at any time; provided, however, that this prohibition shall not apply to shelters used by the

builder during the construction of the primary residence on a Lot, it being clearly understood that these temporary shelters may not at any time be used as residences or permitted to remain on the Lot after completion of the constructions.

Section 10. Outbuildings – Storage of Boats, Vehicles, Etc.: No tent, storage shed, dog pen or similar structure shall be placed on any Lot at any time without the prior written approval of the ARB. No motorcycle, boat trailer, camper, travel trailer, horse trailer, recreational vehicle, mobile home or other powered or unpowered motor vehicle other than a private passenger vehicle shall be parked or maintained on any Lot except in an enclosed garage and no commercial vehicle of any kind other than one operated by a vendor providing delivery or temporary services to the premises shall be permitted on any Lot at any time.

Section 11. Underground Utilities and Facilities: All electric, telephone, cable television and other utility service wires extending on, over or across any Lot or portion thereof to any structures on such Lot shall be underground. No fuel tank or similar storage facilities shall be exposed to view and may only be installed within the primary residence so as to provide aesthetic compatibility with the surrounding areas. No satellite dishes will be allowed. Window air conditioning units or other unsightly appurtenances extending from windows or walls shall not be allowed.

Section 12. Swimming Pools: All swimming pools shall be “in ground” type and constructed in a conventional, permanent fashion. No pool screen or roof-top solar unit shall be constructed without ARB’s prior written consent.

Section 13. Animals: Except for ordinary and reasonable traditional equine and cattle operations, no other animals shall be kept or maintained on any Lot, except conventional household pets and then only in such number as noted and as not to constitute a hazard, nuisance, or annoyance to the owners of adjoining Lots – without the prior written authorization of the

Association. All animals permitted to be maintained on any Lot shall be kept and contained on the Owner's Lot.

Section 14. Garbage and Trash: All garbage and other trash can disposal receptacles shall be hidden. The Association in its sole discretion shall have right to enter into bulk waste management contract for collection of all waste in CVIGNE FAMILY FARMS and all Lot Owners shall comply with the terms of this waste management contract. No trash, garbage, ashes, lawn clippings, or any other refuse shall be dumped on any vacant Lot. No outside clotheslines or clothes poles shall be permitted to be permanently installed on any Lot. Any collapsible or temporary clothesline shall not be permitted to remain erected overnight.

Section 15. Lawns and Landscaping:

(A) All lots shall include suitable landscaping and shall be maintained to enhance the cosmetic appeal of CVIGNE FAMILY FARMS.

(B) All permit applications for construction shall include a landscaping plan which meets the requirements of the Marion County Land Development Code, the ARB as may be amended from time to time, and as applicable.

(C) All automatic irrigation systems must have an operational rain sensor as required by Florida Statute Section 373.62, as the same may be amended from time to time.

(D) All Lot owners shall comply with the Landscape Irrigation and Fertilizer Schedules and Ordinances as promulgated by the appropriate regulatory agencies, as amended from time to time, and be subject to the watering restrictions and penalties therein. .

(E) Landscape Maintenance. The Association may enter into bulk services contracts with landscape maintenance firms for said front yard maintenance and each Lot Owner shall comply with the terms of said contract. Additionally, all landscape maintenance should be performed in accordance with the Florida-Friendly Best Management Practices for Protection of

Water Resources by the Green Industries, the University of Florida Cooperative Extension Service or with the Florida Yards & Neighborhoods Handbook, and the Marion-Friendly Landscape criteria. It shall be a violation for any person to alter any required and approved landscape area without obtaining prior written approval from Association or the DEVELOPER, although such approval is not required for expanding drought tolerant landscaping or replacing dying or diseased plants with similar plant material.

Section 16. Garages and Driveways: All Residences will be required to have, at minimum, a two car (2) car garage. No portion of the garage may be used as living quarters nor shall the garage be converted at a later date to constitute living quarters. Garages are to have overhead doors with automatic openers. All driveways leading to the garage must be a minimum of twelve feet (12') in width and constructed of concrete.

Section 17. Setback Requirements: All Setbacks for residential construction shall be in accordance with Marion County regulations. Further, no part of any building or structure shall be constructed closer than _____ (__) feet from the front property line or side street abutting a Lot, nor closer than _____ (__) feet to any interior Lot line, nor closer than _____ (__) feet to any rear property line or lake. Swimming pools may not be constructed closer than _____ (__) feet from any rear Lot line nor _____ (__) feet from any side Lot line. Except as provided herein, no further subdivision of any Lot shall be permitted. However, DEVELOPER reserves unto itself the right to subdivide, re-divide and/or divide into parcels, tracts or Lots, any or all of the real property owned by DEVELOPER contained in CVIGNE FAMILY FARMS, and the DEVELOPER reserves unto itself and its successors and assigns the right to use any of the real property owned by the DEVELOPER in or adjacent to the Subject Property for commercial purposes.

Section 18. Wells and Independent Water and Sewer Systems: All lots shall have proper wells and or septic tanks installed and maintained in accordance with all local, state and federal regulations. In addition, all wells and septic systems on any portion of a Lot shall be specifically approved by the ARB. This section does not apply to DEVELOPER.

Section 19. Wheeled Vehicles. Bicycles, tricycles, scooters, baby carriages, skateboards or similar vehicles or toys shall be stored only within the primary residential dwelling on a Lot. In the event such items are left on Common Areas or on a Lot other than in a dwelling, the same may be impounded by the CVFFPOA, and shall be released to Owner only payment of any administrative fee established by CVFFPOA. Such fine shall become a Special Assessment in accordance with these Declarations.

Section 20. Violation: In the event of a violation or breach of any of the restrictions contained herein by any Lot Owner or agent or guest of such owner, the DEVELOPER or Association or the Owners of Lots, or any of them, jointly or severally, shall have the right to proceed at law or in equity to prevent or terminate the violation or breach thereof and to compel compliance with the terms hereof and/or seek damages. It is recognized that monetary damages are incapable of providing a complete remedy and that there is no adequate remedy at law by reason of the violation or breach of the protective covenants herein and in addition to any monetary remedies provided by law, the prevailing party shall also be entitled to a mandatory or prohibitory injunction. The prevailing party in any legal action shall be entitled to recover a reasonable attorney's fee and costs of the litigation in addition to all other damages. In addition, the violation of any restriction or condition hereof or breach of any covenant or agreement herein contained, shall give the DEVELOPER, his successors and assigns, in addition to all other remedies provided by law, the right to enter upon the land where any such violation exists and summarily abate or remove the same at the expense of the owners thereof if, after thirty (30) days written notice of such violation to

the owner, its abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or conditions contained in this instrument, however long continued, shall not be deemed a waiver of the right to do so as the same breach or as to any other breach occurring prior or subsequent thereto and shall not bar its enforcement.

Section 21. Covenants to Run with the Land: This Declaration shall be deemed to run with the land and shall be deemed to be included in and made a part of any and all deeds of conveyance and mortgages of the Subject Property for a period of twenty (20) years from the date of recording hereof and shall be automatically extended and renewed for successive periods of twenty (20) years thereafter unless by vote of two-thirds (2/3rds) of the owners of tracts in CVIGNE FAMILY FARMS, it is agreed to change the provisions of these protective covenants and restrictions in whole or in part. Except, however, DEVELOPER may change or amend these covenants and restrictions in its sole and absolute discretion until fifty-one percent (51%) of the Lots in the Subject Property are sold by the DEVELOPER. Failure of DEVELOPER or the Lot owners, or the Association, to enforce any of these protective deed covenants and restrictions as set forth herein, shall not nullify any of the covenants and/or restrictions, or in any way be interpreted as a waiver by the DEVELOPER, Lot owners, or Association, of the right to object to and enforce by proceeding at law or in equity against any person or persons violating or attempting to violate any of the protective deed covenants and restrictions contained herein.

Section 22. Headings and Subtitles: The headings and subtitles contained in the various paragraphs are inserted only as a matter of convenience for reference, and in no way define, limit or describe the scope, intent or provisions contained in the paragraphs hereof. They shall not affect the enforceability or interpretation of said paragraphs.

Section 23. Assignment: All legal title, rights, powers and privileges reserved unto the DEVELOPER herein are specifically assignable to the full extent of each. A recorded assignment

of any such title, rights, powers and privileges shall entitle all persons to deal with the assignees thereof (as to right, power, or privileges assigned), as the true and lawful owner or holder thereof.

ARTICLE IX

Insurance and Taxes

Section 1. Insurance. Property and casualty insurance on the Common Areas may be maintained by the Association. The Association may also purchase public and general liability insurance, and such other insurance as may be necessary on the Common Areas in the judgment of the Association and for purposes of properly insuring the Common Areas.

Section 2. Lot Taxes. All real estate ad valorem and personal property taxes assessed, together with any assessments made by any governmental or quasi-governmental agency assessed against a Lot shall be the responsibility of the OWNER of the Lot.

Section 3. Common Area Taxes. The Association shall be responsible for paying all real property and personal property taxes assessed against the Common Areas, and any personal property located thereon owned by the Association. Such taxes shall be deemed to be general expenses for CVIGNE FAMILY FARMS and shall be paid by all Lot Owners through the annual Assessment.

ARTICLE X

Additional Covenants and Restrictions

Except for the DEVELOPER, neither an OWNER, nor the Association nor any other person or entity without the prior written approval of the DEVELOPER, may impose any additional covenants or restrictions on any part of the Subject Properties until such time as DEVELOPER does not own any Lot in the Subject Property.

ARTICLE XI

Amendment

Section 1. Amendments. The DEVELOPER in its sole and absolute discretion shall have the right and power of amendment of this Declaration, and such amendment by the DEVELOPER shall not require the joinder of OWNERS or mortgagees or the Association, or any other party having any interest in the Subject Property. Such right to amend shall include without limitation the right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or to any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Properties which do not unreasonably lower standards of the Covenants and Restrictions herein contained; and (c) to release any Lot from any part of the Covenants and Restrictions which have been violated if the DEVELOPER, in its sole judgment determines such violation to be a minor or insubstantial violation.

Section 2. Notice of Amendment. Recording of an amendment, properly made in accordance with the terms of Section 1 of this Article XI shall be deemed notice to all OWNERS of the terms thereof, and all OWNERS shall be bound by its terms.

Section 3. Amendment of Articles and By-Laws. The Articles of Incorporation and By-Laws shall be amended in the manner provided in such documents except any amendment to the CVFFPOA affecting lot 1 and the continuity of CVIGNE FAMILY FARMS shall require the unanimous consent of all direct living lineal descendants of Charles Vigne over the age of 18 at the time of the amendment.

ARTICLE XII

Enforceability

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-Laws, Articles of Incorporation, or any Rules and Regulations, it shall be lawful for the DEVELOPER, (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or seeking any other legal or equitable relief available. Should the DEVELOPER be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the DEVELOPER against an OWNER, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment or special assessment including, but not limited to, a foreclosure proceeding against the OWNER's Lot. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the DEVELOPER to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof.

Section 2. Special Assessment. In addition to all other remedies provided in this Declaration, the Association, in its sole and absolute discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision in this Declaration or any rules or regulations, including

without limitation the rules and regulations of the Common Areas and the failure to pay to or reimburse DEVELOPER for any sums owed by Owner to DEVELOPER under these Declarations, provided that the procedures set forth in Florida Statutes is followed.

Section 3. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

ARTICLE XIII

Reconstruction and Repair after Casualty

Section 1. Repair or Replacement of Residence. Each Owner shall be required to reconstruct or repair any residence destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. If the Owner fails to repair or reconstruct the damaged unit, the DEVELOPER may, at its sole discretion, replace the unit and charge the owner for all costs or repair and replacement.

IN WITNESS WHEREOF, CVIGNE FARMS, LTD. a _____ Limited Partnership, Owner and DEVELOPER has caused this instrument to be executed this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

CVIGNE FARMS, LTD
a _____ Limited Partnership

By: _____
Charles Vigne
Managing Partner

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, this ____ day of _____, 20__ personally appeared Charles Vigne to me known to be the person described in and who executed the foregoing

instrument as Managing Partner of CVIGNE FARMS, LTD, a _____ Limited Partnership, and he acknowledged to me and before me that he executed said instrument on behalf of said corporation for the uses and purposes therein expressed.

Notary Public