

**This Instrument Prepared by  
and Return to:  
Allen Heine  
11734 E. Blue Cove Drive  
Dunnellon, Florida 34432**

**DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
FOR  
GEMINI FARMS**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR GEMINI FARMS** (hereinafter referred to as the "Declaration") is made on the date hereinafter set for by **ALLEN HEINE** (hereinafter referred to as the "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the sole owner in fee simple of certain real property location in Marion County, Florida, consisting of approximately ninety-one (91) acres (the "Property") and containing lots 1 through 9, inclusive, GEMINI FARMS, as described in the attached Composite Exhibit "A" (hereinafter referred to as the "Property"); and

**NOW, THEREFORE**, the Declarant declares that all of the Property 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 desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof and shall constitute covenants running with the Property.

**DEFINITIONS**

Section 1.1 "GEMINI FARMS" - shall mean the residential subdivision depicted on the Survey contained as part of Composite Exhibit "A".

Section 1.2 "Articles" - shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida (a true copy of which is attached hereto as Exhibit "B"), including any amendments thereto.

Section 1.3 "Assessments" - shall mean any of the types of Assessments defined below in this Section.

1.3.1 "Capital Improvement Assessment" - shall mean a charge against each consenting Owner and his Lot representing a portion of the cost incurred by the Association for installation or construction of any improvements on any portion of the Common Area which the Association may from time to time

authorize.

1.3.2 "Common Assessment" - shall mean a charge against each Owner and his Lot, representing a portion of the expenses of operating, maintaining, repairing, improving and replacing the Common Areas.

1.3.3 "Reconstruction Assessment" - shall mean a charge against each Owner and his Lot representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the improvements located on the Common Areas or any portion or portions of the Surface Water or Storm Water Management System.

1.3.4 "Special Assessment" - shall mean a charge against one or more Owners and their Lots equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s) for such Owner(s)' failure to duly perform their obligations hereunder.

Section 1.4 "Association" - shall mean and refer to Gemini Farms, Inc, a Florida non-for-profit corporation, its successors and assigns.

Section 1.5 "Board" or "Board of Directors" - shall mean the Board of Directors of the Association.

Section 1.6 "Bylaws" - shall mean the Bylaws of the Association adopted by the Board (a copy of which is attached hereto as Exhibit "C" including any amendments thereto.

Section 1.7 "Common Areas" - shall mean and refer to those portions of the Property which are intended to be used and enjoyed by all Owners of Lots, whether such portions of the Property are owned by the Association, or subject to an easement in favor of the Association or all Owners of Lots, including, without limitation, the Private Road, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems, signage, structures, Gates, entry features, and landscaping thereon. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the Association or maintained by the Association for the common use and enjoyment of the Owners, are to be devoted to and intended for the common use and enjoyment of the Members of the Association, their families, invitees, guests, tenants, and persons occupying "Dwelling Units" on a guest or tenant basis, and to the extent authorized by this Declaration or by the Board.

Section 1.8 "Common Expenses" - shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Special Assessments and including those costs not paid by the Owner responsible for the payment); any costs incurred in exercising the rights of the Association granted in Article 3, the costs of all utilities; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association by managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, gardening and other services benefitting the Common Areas, the costs of fire, casualty and liability insurance, Workmen's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability

insurance for officers, employees and agents of the Association; taxes paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

Section 1.9 "County" - shall mean the County of Marion, in the State of Florida.

Section 1.10 "Declaration" - shall mean and refer to this Declaration of Covenants and Restrictions for Gemini Farms, and any amendments and supplements thereto.

Section 1.11 "Dwelling Units" - shall mean and refer to a Lot as defined herein with a detached single-family residential unit constructed thereon for which a Certificate of Occupancy has been issued by the applicable governmental authorities.

Section 1.12 "Gate" - shall mean and refer to any gate, barricade, and associated entry features, including walls, landscaping, and utilities and irrigation servicing the same, installed at the South terminus of the Private Road.

Section 1.13 "Lot" - shall mean each portion of the Property identified as a Lot on the Survey, attached as part of Composite Exhibit "A".

Section 1.14 "Member" - shall mean and refer to any Owner.

Section 1.15 "Owner" - shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "Lot" which is a part of or situated upon the Property; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

Section 1.16 "Permitted Users" - shall mean and refer to the (i) permitted tenants, subtenants, concessionaires or Owners of any Lot; and (ii) employees, licensees, customers, visitors, and invitees of the tenants, subtenants, or Owners of any Lot.

Section 1.17 "Private Road" - shall mean and refer to the improved driveway or entrance road, located substantially as depicted on the Survey, a copy of which is attached as part of Composite Exhibit "A", including any landscaping, cul-de-sacs, utilities, or other improvements associated with the same, or located adjacent thereto.

Section 1.18 "Property" - shall mean and refer to the Property described in Composite Exhibit "A".

Section 1.19 "Rules and Regulations" - shall mean and refer to any rules, regulations, guidelines, or codes of conduct adopted by the Board of Directors including, without limitation, rules and regulations pertaining to behavior at meetings of the Association, use of the Private Road or any other Common Areas, and operation of the Gate.

Section 1.20 "Survey" - shall mean the survey prepared by McMillen Surveying, Inc., a copy of which is attached as part of Composite Exhibit "A".

## ARTICLE 2

### USE RESTRICTIONS

Section 2.1 Use Restrictions. The use restrictions contained in this Article shall, except for specific exceptions identified herein, apply uniformly to all Lots and Dwelling Units on the Property except that they shall not apply to the activities of the Association within the Common Areas or easements, including construction of improvements by the Association other than Dwelling Units. Also see Section 2.15.

Section 2.2 Residential Use. The Property may be used for residential purposes only. No commercial business activity shall be allowed on the property except those allowed in Section 2.3.

Section 2.3 Pets. Commercial business is not permitted on the Property. Commercial dog, goat, hog, poultry, rabbit or dairy farming is not permitted. Horses and beef cattle are excluded from this restriction and may be raised or trained commercially. Personal farming operations are permitted. Birds, cats, dogs, livestock, poultry or other animals and household pets retained for domestic use or consumption are permitted. No swine/pigs of any kind shall be raised, bred or kept on any of the Property, with the exception of not more than 2 pot-bellied pigs as pets or pigs raised and maintained as a 4-H project or FFA project of a school-aged child of a resident Lot Owner. Any such project shall be temporary in nature and should be limited to 5 pigs at one time.

Section 2.4 Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance, other than routine maintenance such as oil changes or tune-ups of vehicles owned by the Owner of that Lot or persons residing thereon, nor used for the storage or parking of motor vehicles not in running condition, vehicles that have one or more flat tires and unregistered vehicles and/or registered vehicles without a current motor vehicle tag or decal. This restriction shall not apply to activities conducted by the Association.

Section 2.5 Lot Maintenance. Each Owner shall maintain his Lot and all improvements thereon, in a clean, neat and attractive condition, and shall keep his Lot free of any accumulation of junk, trash abandoned vehicles, used construction materials, equipment or any other unsightly objects and shall not permit any natural or artificial feature on his or her Lot to become obnoxious, overgrown, or unsightly.

Section 2.6 Potable and Wastewater Restrictions. Each Lot will be serviced by a private well and septic system which shall meet all Marion County and State of Florida requirements. Each Owner acknowledges that upon central water or sewer, or both, being made available to the Property by an approved provider, such Owner may be required to hook up to the same and shall pay connection charges and other costs and fees associated with the same.

Section 2.7     Parking. No on-street parking on Private Road is permitted.

Section 2.8     Construction on Lots. All Dwelling Units and/or other buildings erected on the property shall be in compliance with State of Florida and Marion County requirements. All residences must be at least 1,300 square feet of living area, exclusive of garages, carports or porches. Barns, stables, storage buildings and other out buildings and fences must be constructed in a skilled workmanlike manner. All property fences must be set back ten (10) feet from the property line, except in Lots 1 and 2 shall have twenty (20) feet set back from their North property lines and Lots 7 and 8 shall have twenty (20) feet set back from their South property lines and Lots 1, 3, 5 and 7 shall have twenty (20) feet set back from the West property lines. Dwelling Units will be limited to one (1) per tract, subject to any county regulations. No temporary buildings for housing purposes shall be erected. A mother-in-law or guest cottage may also be constructed subject to county approval and restrictions. All exterior construction of any Dwelling Unit shall be completed before any person may occupy the same. All construction on a Dwelling Unit shall, once commenced, be pursued diligently and shall be, under any circumstances, completed within twenty-four (24) months from the issuance of the building permit for that Dwelling Unit. All construction on any Lot shall be at that Lot Owner's risk and that Lot Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way, sidewalks, or curbing resulting from construction of such Lot. Repairs of construction damage must be made within thirty (30) days.

Section 2.9     Vacant Lots. The grassy areas of any vacant Lots shall be kept regularly mowed and trimmed, and areas of vacant Lots shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. The foregoing shall not prohibit an Owner from allowing areas planted in hay from growing to a length suitable for baling. The Association shall have the right, but not the duty, to provide such maintenance to vacant Lots, after ten (10) days notice to the Owner of a vacant lot to perform such maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing maintenance under this Section shall be paid by the Owner, failing which the same shall constitute a Special Assessment against the Owner and shall in every request constitute a lien on the Lot or Dwelling Unit as would any other assessment by the Association.

Section 2.10    Storage. No items may be stored on a Lot outside a Dwelling Unit or building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, tractors, loaders, excavators and equipment, including garden hoses sprinklers, shall be stored by an Owner out of view, except when in use. All animal manure or used bedding shall be accumulated, stored, and disposed of in accordance with all environmental, health and safety regulations. Contrary to the preceeding, dump trucks, equipment for tree removal, loaders, tractors and lawn equipment are not required to be stored in a building, i.e. may store outside.

Section 2.11    Mail Boxes. A mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material, shall be erected by an Owner adjacent to his/her Lot, and/or as required by the U.S. Post Office.

Section 2.12    Leases. All leases of a Dwelling Unit shall be restricted to residential use. All leases

shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision;

"The lessee hereby acknowledges that this lease is subject to the Declaration of Covenants and Restrictions for GEMINI FARMS that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorney fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest or licensee of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than three (3) months. The Declaration shall have the right to collect attorneys fees against any occupant or tenant and the Owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.

Section 2.13 Utilities. The Declarant, its successors and assigns, and the Association expressly reserves the right to grant easements for the creation, construction and maintenance of utilities such as water, sewer, gas, telephone, electric and cable television. Such easements shall be located within twenty (20) feet of all front Lot property lines and within twenty (20) feet of the rear and side boundary lines of Lots and such additional area necessary to provide service to each individual property owner.

Section 2.14 Driveway Maintenance. Each Owner shall be responsible for the maintenance of the driveways serving his or her Lot in good condition so that they do not become unsightly or cause damage to the Private Road, swales, ditches, or Common Areas.

### **ARTICLE 3.**

#### **PROPERTY SUBJECT TO THIS DECLARATION**

##### **ANNEXATIONS; PROPERTY RIGHTS**

Section 3.1 The Property. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 3.2 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive perpetual right and easement enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 3.3 Private Road. The Association, each Owner, and their Permitted Users, shall have a perpetual non-exclusive easement over, upon, and across the Private Road for ingress and egress to and from SW 36th Street and/or SW 162nd Terrace, Dunnellon, Florida, to each Lot, and the Association

shall have a perpetual non-exclusive easement over the Private Road for access to the Private Road to maintain, repair, or replace the same.

Section 3.4 Grant of Easements. The Association is hereby granted the right to create, or cause to be created, easements over, upon, and across the Common Areas, including the Private Roadway, for utilities, drainage, and signage, and otherwise for the purposes for which these Common Areas are designed, in favor of the Owner or Owners of adjacent real property, their guests, tenants, employees, business invitees and other Permitted Users. Any such grant of easement to third parties shall be evidenced by recording in the Public Records of Marion County, Florida, of an easement agreement executed by Declarant for the Association.

#### **ARTICLE 4.**

##### **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1 Membership In Association. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.2 Voting Rights in Association. The Declarant shall be entitled to three (3) votes for each Lot owned by the Declarant. Otherwise, each Lot Owner shall be entitled to one vote for each Lot owned. When more than one person holds any interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

#### **ARTICLE 5.**

##### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1 Creation of the Lien and Personal Obligation for Assessments. 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 Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due. So long as Declarant owns two (2) Lots, Declarant's two (2) Lots, all Assessments, except for consensual assessments under Paragraph 5.5, are waived.

Section 5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to pay Common Expenses, promote the recreation, health, safety and welfare of the residents in the Property, and for the improvement and maintenance of the Common Areas and any other portions of the Property for which the Association is responsible pursuant hereto.

Section 5.3 Maintenance. The Association shall maintain the Common Areas, including the Gate and

improvements thereto as contemplated by this Declaration.

Section 5.4 Fixing Common Assessment. The Board of Directors of the Association shall be authorized to assess the Members in such amount as they shall determine necessary:

5.4.1 To maintain, repair, improve, reconstruct and replace the Common Areas, including the Gate, and perform other maintenance, repairs, or services authorized or permitted by the Declaration; and

5.4.2 To provide for the maintenance of improvements, including, but not limited to irrigation systems and landscaping lying within the Private Road; and

5.4.3 To install such safety devices and signs as the Board of Directors shall approve along any streets or walkways or within any Easement Area; and

The Common Assessment shall be allocated among the Owners on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners.

The Common Assessment, determined and allocated as set forth above, shall be fixed at times, and may be payable in installments, as the Board may approve.

Section 5.5 Capital Improvement Assessment. In addition to the Common Assessment authorized above, the Association may levy Lot(s), in any assessment year, a Capital Improvement Assessment applicable to that year for the purpose of defraying in whole or in part the cost of any construction of a capital improvement upon the Common Areas. Any such Assessment shall have the assent of a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.6 Reconstruction Assessment. The Association may levy, in any assessment year a Reconstruction Assessment applicable to that year for the purpose of defraying in whole or in part the cost of any reconstruction, repair, or replacement of a capital improvement upon the Common Areas.

Section 5.7 Special Assessment. The Association may levy, in any assessment year, a Special Assessment against any individual Owner, and against that Owner's Lot, equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner or such Owner's failure to duly perform its obligations hereunder. Any such Special Assessment shall be adopted by a majority of the votes of the Board of Directors at a meeting of the Board of Directors to levy a Special Assessment against an Owner shall be in addition to the authority to assess fines pursuant to Section 7.3 below.

Section 5.8 Uniform Rate of Assessment. The Common Assessment and any Reconstruction Assessment and Capital Improvement Assessment, must be fixed at a uniform rate for all Lots, and may be collected on a monthly, semi-annual, quarterly or annual basis as determined by the Board of Directors.

Section 5.9 Date of Commencement of Assessments; Due Dates. Except for the Declarant, the Assessments provided in this Article shall commence as to all Lots on the first day of the second month



next following the recording of the Declaration. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the Common Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by and Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certification of the Association as to the status of Assessments on a Lot is binding upon the Association as to third parties as of the date of its Issuance.

## **ARTICE 6.**

### **COLLECTION OF ASSESSMENTS**

#### **Section 6.1     Monetary Defaults and Collection of Assessments.**

6.1.1     Late Fee and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the Assessment, or ten (10) dollars, whichever is greater, plus interest at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment then the Assessment shall be due ten (10) days after written demand by the Association.

6.1.2     Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written and by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to             pay to the Association Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Common Assessments, for all Special Assessments, and for all other Assessments payable to Association.

6.1.3     Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's Lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner             until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

6.1.4     Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid Assessments without waving any claim of lien. The applicable Owner             shall be liable to the Association for all costs and expenses incurred by the

Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

6.1.5 Subordination of Lien. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage or record held by an institutional lender. An institutional lender shall refer to any bank, bank holding company, trust company, or subsidiary thereof, savings and loans association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government or the Declarant. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record held by an institutional lender, or any Mortgagee who accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record held by an institutional lender shall not be liable for any assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.

6.1.6 Unpaid Assessment Certificate. Within fifteen (15) days after written request by any Owner or any Mortgage holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Mortgagee a written certificate as to whether or not the Owner of the Lot is in default with respect to payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or making a mortgage loan encumbering any Lot shall be protected thereby.

6.1.7 Application of Payments. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association in the inverse order that such Assessments were due.

Section 6.2 Non-Monetary Default. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guest, invitees, (other than the non-payment

of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

6.2.1 Impose a fine against the Owner or tenant as provided herein;

6.2.2 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.2.3 Commence an action to recover damages;

6.2.4 Restrict the Owner, its tenants and Permitted Users, from access to, and use of the Common Areas (excepting only those portions of the Common Areas necessary to access said defaulting Owner's Lot);

6.2.5 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but it not limited to, removing any addition, alteration, improvement, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as a Special Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such Special Assessment and any interest costs or expenses associated therewith, including attorneys' fees incurred in connection with such Special Assessment, and the Association may take such action to collect such Special Assessment or foreclose such lien as is the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of the County.

**Section 6.3 Fines.** The amount of any fine shall be determined by the Board, and shall not exceed any maximum amount established by the Florida Statutes, if any. For continuing violations, each day the violation is in existence may be considered a separate violation. In such event, the fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing. Unless provided for in the Florida Statutes there shall be no cap on the aggregate amount of any fine for a continuing violation. Any fine shall imposed by written notice to the Owner or tenant signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within fourteen (14) days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall appoint a committee of at

least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or the sister of the officer, director or employee of the Association, to conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested within fourteen (14) days after written notice of the committee's decision.

Any fine levied against an Owner shall be deemed a Special Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within fourteen (14) days after same is due, the Association shall have the right to evict the tenant pursuant to Section 7.6 of this Article.

**Section 6.4     Responsibility of an Owner for Occupants, Tenants, Guests and Invitees.** Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws by any resident of any Dwelling Unit or any guest or invitee of an owner or of any resident of a Dwelling Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

**Section 6.5     Right of Association to Evict Tenants, Occupants, Guests and Invitees.** With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Dwelling Unit if such person shall materially violate any provision of this Declaration, the Articles or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the offending party and the Association shall be deemed to be a Landlord/Tenant relationship and the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as a Special Assessment, and the Association may collect such Special Assessment and have a lien for same as elsewhere provided. The foregoing, shall be in addition to any other remedy of the Association.

**Section 6.6     No Waiver.** The failure of the Association to enforce any right, provision, or covenant or condition which may be granted by this Declaration, the Articles or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

**Section 6.7     Rights Cumulative.** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to

constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as maybe granted or as it might have by law.

Section 6.8 Enforcement By or Against other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant, an Owner or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

#### **ARTICLE 7.**

#### **COVENANTS AGAINST PARTITION AND**

#### **SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas and/or Lot. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas.

#### **ARTICLE 8.**

#### **AMENDMENTS TO DECLARATION**

This Declaration may be amended only by the affirmative written consent of five (5) Owners and such written amendment shall be recorded in the Public Records of Marion County, Florida to become effective.

#### **ARTICLE 9.**

#### **GENERAL PROVISIONS**

Section 9.1 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 Bylaws, Articles of Incorporation, or any Rules and Regulations, it shall be lawful for any Owner, Declarant or the Association, (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such

provisions or (b) to maintain proceeding in any court of competent jurisdiction against those so violation or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any Owner, Declarant or the Association 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 attorneys' 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 Association against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an Assessment or Fine 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 Association 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 9.2 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.3 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Members and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Lots. Any revocation must be recorded to become effective.

Section 9.4 Litigation. In any litigation arising out of, or relating to, these Covenants and Restrictions, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

Section 9.5 Easement Maintenance. The Marion County Board of County Commissioners shall have no responsibility, duty or liability whatsoever in or for the maintenance of the easement.

DATED this 30 day of May, 2025.

Signed and delivered in our presence as

DECLARANT:

witnesses:

Danielle Heine

By: Allen Heine

Printed Name: Danielle Heine

ALLEN HEINE

David Lybass  
Printed Name: DAVID LYBASS

STATE OF FLORIDA

COUNTY OF MARION

The foregoing DECLARATION OF COVENANTS AND RESTRICTIONS FOR GEMINI FARMS, AN UNRECORDED SUBDIVISION was acknowledged before me by ALLEN HEINE, who is,

✓ Personally know to me, OR

       Produced                      as Identification.

Dated: this 30 day of May, 2025



Danielle Meier

Notary Public







Description: (by surveyor) GEMINI FARMS, Lot 1, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 1810.12 feet to the Point-of-Beginning of the herein described parcel; thence continue North 88°00'02"West, along said North line, a distance of 1273.27 feet to the Northwest corner of said North 1/2; thence South 00°24'17"West, along the West line of said North 1/2, a distance of 353.69 feet; thence South 88°18'20"East, a distance of 1276.31 feet; thence North 00°07'29"West, a distance of 346.99 feet to the said Point-of-Beginning.

Containing 10.248 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 2, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 336.71 feet to the Point-of-Beginning of the herein described parcel; thence continue North 88°00'02"West, along said North line, a distance of 1473.41 feet; thence South 00°07'29"East, a distance of 304.57 feet; thence South 88°18'20"East, a distance of 1467.49 feet; thence North 00°58'02"East, a distance of 296.60 feet to the said Point-of-Beginning.

Containing 10.143 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 3, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 3083.40 feet to the Northwest corner of said North 1/2; thence South 00°24'17"West, along the West line of the said North 1/2, a distance of 353.69 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°24'17"West, along said West line, a distance of 345.89 feet; thence South

88°18'20"East, a distance of 1318.79 feet to a point on a non-tangent curve, concave Northeasterly, having a radius of 500.00 feet, a central angle of 22°51'25" and a chord bearing and distance of North 11°33'11"West - 198.15 feet; thence Northwesterly, along said curve, an arc distance of 199.47 feet to the end of said curve; thence North 00°07'29"West, a distance of 153.00 feet; thence North 88°18'20"West, a distance of 1276.31 feet to the said Point-of-Beginning.

Containing 10.201 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 4, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 336.71 feet; thence South 00°58'02"West, a distance of 296.60 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°58'02"West, a distance of 298.02 feet; thence North 88°18'20"West, a distance of 1451.06 feet to a point on a non-tangent curve, concave Northeasterly, having a radius of 500.00 feet, a central angle of 11°53'44" and a chord bearing and distance of North 06°04'21"West - 103.62 feet; thence Northwesterly, along said curve, an arc distance of 103.81 feet to the end of said curve; thence North 00°07'29"West, a distance of 195.43 feet; thence South 88°18'20"East, a distance of 1467.49 feet to the said Point-of-Beginning.

Containing 10.011 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 5, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 3083.40 feet to the Northwest corner of said North 1/2; thence South 00°24'17"West, along the West line of said North 1/2, a distance of 699.58 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°24'17"West, along said West line, a distance of 305.88 feet; thence South 88°18'20"East, a distance of 1536.41 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 500.00 feet and a central angle of 21°11'06" and a chord bearing and distance of North 34°56'33"West - 183.82 feet; thence Northwesterly, along said

curve, an arc distance of 184.87 feet to a point of reverse curvature of a tangent curve, concave Northeasterly, having a radius of 500.00 feet, a central angle of 22°33'12" and a chord bearing and distance of North 34°15'30"West - 195.55 feet; thence Northwesterly, along said curve, an arc distance of 196.81 feet; thence North 88°18'20"West, a distance of 1318.79 feet to the said Point-of-Beginning.

Containing 10.012 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 6, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 336.71 feet; thence South 00°58'02"West, a distance of 594.62 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°58'02"West, a distance of 323.03 feet; thence North 88°18'20"West, a distance of 1242.99 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 500.00 feet, a central angle of 11°25'18" and a chord bearing and distance of North 39°49'27"West - 99.51 feet; thence Northwesterly, along said curve, an arc distance of 99.67 feet to a point of reverse curvature of a tangent curve, concave Northeasterly, having a radius of 500.00 feet, a central angle of 33°30'52" and a chord bearing and distance of North 28°46'39"West - 288.32 feet; thence Northwesterly, along said curve, an arc distance of 292.47 feet; thence South 88°18'20"East, a distance of 1451.06 feet to the said Point-of-Beginning.

Containing 10.142 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 7, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 3083.40 feet to the Northwest corner of said North 1/2; thence South 00°24'17"West, along the West line of said North 1/2, a distance of 1005.46 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°24'17"West, along said West line, a distance of 305.08 feet to the Southwest corner of said North 1/2; thence South 88°18'20"East, along the South line of said North 1/2, a distance of 1583.28 feet; thence North 00°07'29"West, a distance of 101.39 feet to the

beginning of a tangent curve, concave Southwesterly, having a radius of 500.00 feet and a central angle of 24°13'31" and a chord bearing and distance of North 12°14'14"West - 209.83 feet; thence Northwesterly, along said curve, an arc distance of 211.41 feet; thence North 88°18'20"West, a distance of 1536.41 feet to the said Point-of-Beginning.

Containing 11.010 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 8, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence North 88°00'02"West, along the North line of said Section, a distance of 336.71 feet; thence South 00°58'02"West, a distance of 917.65 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°58'02"West, a distance of 378.03 feet to the South line of said North 1/2 and the North right-of-way line of S.W. 36th Street; thence North 88°18'20"West, along said South line and along said North right-of-way line, a distance of 1150.32 feet; thence North 00°07'29"West, a distance of 101.39 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 500.00 feet, a central angle of 33°59'19" and a chord bearing and distance of North 17°07'08"West - 292.28 feet; thence Northwesterly, along said curve, an arc distance of 296.61 feet; thence South 88°18'20"East, a distance of 1242.99 feet to the said Point-of-Beginning.

Containing 10.187 acres, more or less.

Description: (by surveyor) GEMINI FARMS, Lot 9, Ag Division

A part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Begin at the Northeast corner of said Section and run thence South 00°58'02"West, along the East line of said North 1/2, a distance of 1293.89 feet to the Southeast corner of said North 1/2 and the North right-of-way line of S.W. 36th Street; thence North 88°18'20"West, along the South line of said North 1/2 and said North right-of-way line, a distance of 336.69 feet; thence North 00°58'02"East, a distance of 1295.68 feet to the North line of said Section; thence South 88°00'02"East, along said North line, a distance of 336.71 feet to the said Point-of-Beginning.

Containing 10.007 acres, more or less.

Description: (by surveyor) Access Easement, Ag Division

A 100 foot wide strip of land being part of lands described in O.R.B. 7579, page 192, of the Public Records of Marion County, Florida; lying in the North 1/2 of the Northeast 1/4 of Section 28, Township 15 South, Range 19 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section and run thence South 00°58'02"West, along the East line of said North 1/2, a distance of 1293.89 feet to the Southeast corner of said North 1/2 and the North right-of-way line of S.W. 36th Street; thence North 88°18'20"West, along the South line of said North 1/2 and said North right-of-way line, a distance of 1436.98 feet to the Point-of-Beginning of the herein described easement; thence continue North 88°18'20"West, along said South line and along said North right-of-way line, a distance of 100.06 feet; thence North 00°07'29"West, a distance of 99.80 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 450.00 feet, a central angle of 45°24'37" and a chord bearing a distance of North 22°49'47"West - 347.39 feet; thence Northwesterly, along said curve, an arc distance of 356.65 feet to a point of reverse curvature of a tangent curve, concave Northeasterly, having a radius of 550.00 feet, a central angle of 45°24'37" and a chord bearing a distance of North 22°49'47"West - 424.59 feet; thence Northwesterly, along said curve, an arc distance of 435.91 feet to the end of said curve; thence North 00°07'29"West, a distance of 108.82 feet to a point of on a non-tangent cul-de-sac curve, concave Northeasterly, having a radius of 100.00 feet, a central angle of 36°43'54" and a chord bearing and distance of North 41°45'32"West - 63.02 feet; thence Northwesterly, along said curve, an arc distance of 64.11 feet; thence continuing through said cul-de-sac curve, concave Southeasterly, having a radius of 100.00 feet, a central angle of 113°16'06" and a chord bearing and distance of North 33°14'28"East - 167.04 feet; thence Northeasterly, along said curve, an arc distance of 197.69 feet; thence continuing through said cul-de-sac curve, concave Southwesterly, having a radius of 100.00 feet, a central angle of 91°49'09" and a chord bearing and distance of South 44°12'54"East - 143.65 feet; thence Southeasterly, along said curve and arc distance of 160.25 feet; thence continuing through said cul-de-sac curve, concave Northwesterly, having a radius of 100.00 feet, a central angle of 58°10'51" and a chord bearing and distance of South 30°47'06" West - 97.24 feet; thence Southwesterly, along said curve, an arc distance of 101.54 feet to the end of said cul-de-sac; thence South 00°07'29"East, a distance of 108.82 feet to the beginning of a tangent curve, concave Northeasterly, having a radius of 450.00 feet, a central angle of 45°24'37" and a chord bearing and distance of South 22°49'47"East - 347.39 feet; thence Southeasterly, along said curve, an arc distance of 356.65 feet to a point of reverse curvature of a tangent curve concave Southwesterly, having a radius of 550.00 feet, a central angle of 45°24'37" and a chord bearing a distance of South 22°49'47"East - 424.59 feet; thence Southeasterly, along said curve, an arc distance of 435.91 feet to the end

of said curve; thence South 00°07'29"East, a distance of 102.98 feet to the said Point-of-Beginning.

Containing 3.002 acres, more or less.

**ARTICLES OF INCORPORATION  
OF  
GEMINI FARMS**

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1991, as amended, and do hereby certify:

**ARTICLE 1.**

**Name**

The name of the Corporation is Gemini Farms, hereinafter called the "Association" and whose address is 11734 E. Blue Cove Drive, Dunnellon, Florida 34432.

**ARTICLE 2.**

**Registered Agent**

The name of the Registered Agent is Allen Heine and the Registered Office is 500 NW 196th Court, Dunnellon, Florida 34431.

**ARTICLE 3.**

**Definitions**

All definitions in the Declaration of Covenants and Restrictions for Gemini Farms, and unrecorded subdivision, as recorded in the Public Records of Marion County, Florida (the "Declaration" to which a copy of these Articles are attached as Exhibit "B", are incorporated herein by reference and made a part hereof.

**ARTICLE 4.**

**Purpose**

The primary purpose of the Association is to create an entity to provide a forum for discussion and communication among the Owners of property in Gemini Farms, to levy, collect, hold and disburse Assessments as contemplated by the Declaration, to facilitate and assure the maintenance and operation of the Common Areas and such other property as may be subjected to the terms of the Declaration and for which the Association is responsible pursuant to the terms of the Declaration, including but not limited to the Private Road and other portions of the Entrance Area Easement, and to otherwise enforce the Declaration.

Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of Income to its Members, Directors or Officers.

**ARTICLE 5.**

**Powers**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association including the following:

To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Marion County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

To establish, collect, and disburse Assessments as provided for in the Declaration to be used for, among other things, the maintenance, repair and replacement of the Entrance Area, the Private Road, as well as any other property or improvements for which the Association, by rule, regulation, declaration, or contract has a right or duty to provide maintenance, repair or replacement.

**ARTICLE 6.**

**Membership**

Every Owner of a Lot is defined in the Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All members agree to be bound by the terms and provisions of these Articles of Incorporation and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

**ARTICLE 7.**

**Voting Rights**

The voting rights in the Association shall be as follows:

The Declarant shall have three (3) votes for each Lot owned by the Declarant. Otherwise, each Owner shall be entitled to one (1) vote for each Lot owned. When one or more persons holds an interest in any Lot, all such persons shall be members of the Association, but in no event shall more than one vote be cast with respect to any single Lot. In the event all of the Owners of a lot cannot agree on any vote, no vote shall be cast for such Lot; provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Lot as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one or more such Owners.

**ARTICLE 8.**

**Board of Directors and Officers**

The affairs of the Association shall be managed by a Board of Directors consisting of three (3) individuals



who are owners of Lots in the subdivision and the Officers of the Association. The initial Board of Directors shall consist of Allen Heine, Tyler Heine and Stephanie Heine.

**ARTICLE 9.**

**Assessments**

The Board is required to establish a Common Assessment to be levied against each Lot sufficient to maintain, extend or improve the properties for which the Association is responsible pursuant to the Declaration including, but not limited to, the Common Areas, the Private Road, and the Entrance Easement Area. The Directors shall notify any owner of the amount of the then Common Assessment upon written request, along with an explanation for the determination of the Common Assessment in such detail as the Directors determine. The amount of the Common Assessment may be changed by the Directors as frequently as deemed necessary by them to assure that the amount of the Common Assessment is sufficient to pay all Common Expenses or otherwise satisfy all obligations of the Association. The Assessment so established may be levied and collected annually, quarterly or monthly, either in arrears or in advance, at the sole discretion of the Directors.

The Directors may, in their complete and sole discretion, purpose other assessments as the Declaration provided for.

The Directors shall establish a separate account for the deposit of all funds collected pursuant to this Article, and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed only for improvements to, and extensions or maintenance of, the properties for which the Association is responsible pursuant to the Declaration including, but not limited to, the Private Road, and the Entrance Easement Area, costs and expenses of operating and maintaining the Association, or for purposes otherwise authorized by the Declaration, or the Board of Directors. The Directors and/or Officers shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from the account referred to above, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to same.

**ARTICLE 10.**

**Dissolution**

In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be used for such similar purposes. Notwithstanding any other provisions contained within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida.

**ARTICLE 11.**

**Duration**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE 12.**

**Amendments**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.

Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association entitled to vote thereon.

Adoption of Amendment. Adoption of the amendment will require the affirmative vote of two-thirds of the votes entitled to be cast at that time.

**ARTICLE 13.**

**Subscribers**

The name and street addresses of the Incorporator to these Articles of Incorporation is Allen Heine, 11734 E. Blue Cove Drive, Dunnellon, Florida 34432.

**ARTICLE 14.**

**Officers and Directors**

The Board of Directors shall elect a President and Secretary and such other officers as needed as the Board of Directors shall from time to time determine.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

|             |                         |
|-------------|-------------------------|
| ALLEN HEINE | President and Secretary |
|-------------|-------------------------|

**ARTICLE 15.**

**Bylaws**

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the Members by a majority of the votes then entitled to be cast at a meeting at which a majority of the votes then entitled to be cast are present or represented. Any amendments to Bylaws shall be binding on all

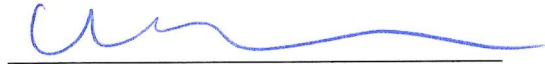
members of the Association.

# ARTICLE 16.

## Transaction In Which Directors or Officers are Interested

No contract of transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, the Declarant, or an affiliate of the Declarant, or a corporation in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

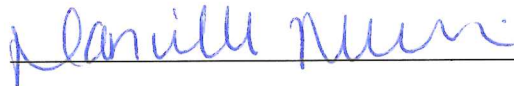
**IN WITNESS WHEREOF**, for the purpose of fanning this Corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers and incorporators of this Association have executed these Articles of Incorporation this 30 day of May, 2025.



ALLEN HEINE, Incorporator

## STATE OF FLORIDA COUNTY OF MARION

The foregoing instrument was sworn to and subscribed before me this 30 day of May 2025, by ALLEN HEINE, who is ☐ personally known to me or ☒ produced valid license as identification.

Notary Public

## ACCEPTANCE BY DESIGNATION REGISTERED AGENT/REGISTERED OFFICE

I, the undersigned person, having been named as registered agent and to accept service of process for the above-stated Corporation at the place designated in this statement, hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as a registered agent.

DATED: 5/30/2025

\_\_\_\_\_  
Name

**BYLAWS  
GEMINI FARMS  
ARTICLE 1.**

**Name and Location**

The name of the corporation is Gemini Farms, Inc. hereinafter referred to as the "Association". The principle office of the corporation shall be located at 11734 E. Blue Cove Drive, Dunnellon, Florida 34432, but meetings of members and Directors may be held at such places within the State of Florida, County of Marion, as may be designated by the Board of Directors.

**ARTICLE 2.**

**Definitions**

The "Definitions" contained in the Declaration of Covenants and Restrictions for Gemini Farms (the "Declaration"), an unrecorded subdivision, to which these bylaws are attached and recored in the Public Records of Marion County, Florida, are incorporated herein by reference and made a part hereof.

**ARTICLE 3.**

**Meetings of Members**

Section 3.1 **Annual Meeting.** The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business as may be authorized by the members.

Section 3.2 **Special Meetings.** Special meetings of the members may be called at anytime by: (a) the President; (b) by the Board of Directors; (c) upon written request of any member of the Association.

Section 3.3 **Notice of Meetings.** Email or written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the members' address last appearing on the books for the Association, or supplied by such member to the Association for the purpose of notice. Unless otherwise notified in writing of a different address, each member's address shall be deemed to be the address appearing on the Marion County Property Appraiser's records at the time the notice is sent.

Section 3.4 **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the total eligible votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. A simple majority vote controls, except as provided in the Declaration, these Articles or Bylaws.

Section 3.5 **Proxies.** At all meetings of members, each member entitled to vote may vote in person

or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Parcel.

Section 3.6 Location. Meetings shall be held at such place convenient to the Members as designated by the Board of Directors.

Section 3.7 Minutes. The Association shall maintain minutes of each meeting of the membership and of the Board of Directors, and the minutes shall be kept available for inspection by any member during normal business hours.

Section 3.8 Decorum. No Officer, Director, Owner or guest attending any of said meetings will be permitted to use profanity at or during said meetings. No Owner will be permitted to abuse, discipline, reprimand, or harass any of the Officers, Directors, or employees of the Association verbally or otherwise. Complaints in writing will receive the immediate attention of the Board. Fines and assessments as published by the Association may be levied for a violation.

#### ARTICLE 4.

##### Board of Directors: Selection/Term of Office/Meetings

Section 4.1 Number. The affairs of this Association shall be managed by a Board of Directors consisting of the Owners of three (3) Parcels in the subdivision. The initial Board of Directors may be made up of appointees of the Declarant.

Section 4.2 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.3 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by (a) obtaining the written approval of all the Directors, or (b) a conference telephone call where each Director can be heard by all other Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.4 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 4.5 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any one Director after not less than seven (7) days notice to each Director.

Section 4.6 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A simple majority vote controls, except as provided in the Declaration, the Articles or these Bylaws.

Section 4.7 Notices. Notices of all Board meetings shall be made by email and in addition be posted

in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be emailed or delivered to each Director at least seven (7) days before the meeting, except in an emergency.

## ARTICLE 5.

### Powers and Duties of the Board of Directors

Section 5.1 The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association including, but not limited to, the following:

5.1.1 Adopt and publish rules and regulations governing the personal conduct of the members and their guests at meetings and to establish penalties and/or fines for the infraction thereof;

5.1.2 Suspend the right to use of the Common Areas, to the extent not prohibited by Florida Law, of a member during any period in which such member shall be in default in the payment of any assessment levied under the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations;

5.1.3 Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

5.1.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

## ARTICLE 6.

### Officers and Their Duties

Section 6.1 Enumeration of Officers. The officers of this Association shall be a President who shall at all times be a member of the Board of Directors, a Secretary that is not required to be a Board Member, and other officers as the Board may from time to time by resolution create.

Section 6.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 6.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve. An individual may serve consecutive terms without limit.

Section 6.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 6.5 Resignation and Removal. Any officer may be removed from office, with or without

cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.7 Duties. The duties of each office are as follows:

6.7.1 President. The President shall preside at all meetings of the members and shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign checks.

6.7.2 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

#### ARTICLE 7.

##### Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member by contacting the President of the Association.

#### ARTICLE 8.

##### Corporate Seal

The Association shall have a seal in circular form having withing its circumference the words:

GEMINI FARMS INC

A CORPORATION NOT FOR PROFIT, FLORIDA

2025

#### ARTICLE 10.

##### Amendments

Section 10.1 Requirement. These bylaws may be amended at a regular or special meeting of the members by seven (7) affirmative votes entitles to be cast. Said amendments may be voted on at a

meeting at which seven (7) affirmative votes entitled to then be cast are present or represented.

Section 10.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

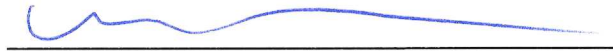
**ARTICLE 11.**

**Miscellaneous**

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December every year, except that the first year shall begin on the date of incorporation.

**IN WITNESS THEREOF**, the undersigned Secretary of the Association certifies that these Bylaws have been duly adopted by the Directors of the Association.

**GEMINI FARMS INC.**



**ALLEN HEINE**