

Record \$ \_\_\_\_\_  
This instrument prepared by,  
Record and Return to:  
H. Randolph Klein, Esq.  
40 Southeast 11<sup>th</sup> Avenue  
Ocala, FL 34471

**DECLARATION OF EASEMENTS AND COVENANTS FOR GREEN LEAF, AN  
AGRICULTURAL LOT SPLIT RECORDED IN MARION COUNTY BOARD  
OF COUNTY COMMISSIONERS EASEMENTS OFFICIAL RECORDS BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_**

**MADISON CARMEN PROPERTIES, LLC, a Florida Limited Liability Company,** hereinafter referred to as (the "Declarant"), the owner of all real property in **GREEN LEAF, AN AGRICULTURAL LOT SPLIT ("HIDDEN OAKS")**, located in Marion County, Florida, does hereby declare these Easements and Covenants for **GREEN LEAF**.

**W I T N E S S E T H:**

**WHEREAS**, the Declarant owns the land described on Exhibit "A" attached hereto which has been divided into the seven (7) lots described on Composite Exhibit "B" attached hereto, pursuant to an agricultural lot split in accordance with the Land Development Regulations of Marion County, Florida:

**WHEREAS**, the Declarant desires to provide for the preservation and enhancement of the property values and the improvements thereon, and, for this reason, desires to subject the subject property to the easements and covenants, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof.

**NOW, THEREFORE**, the Declarant declares the real property described as the subject property in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, easements, charges and liens set forth in this Declaration which shall run with real property and be binding on all parties having any right, title or interest in the subject property; their heirs, personal representatives, successors and assigns.

**ARTICLE I**  
**Definitions**

The following words when used in the Declaration shall have the following meanings:

- (a) "Access Easement" shall mean and refer to the entrance area, private road and drainage area as described on Exhibit "C" attached, serving Lots 1 through 7.
- (b) "Association" shall mean and refer to **GREEN LEAF PROPERTY**

**OWNERS' ASSOCIATION, INC.**, its successors and assigns (the "Association"). The Articles of Amendment and Articles of Incorporation (collectively the "Articles") and Bylaws of the Association are attached hereto as Exhibits "D" and "E" respectively.

- (c) "Declarant" shall mean and refer to **MADISON CARMEN PROPERTIES, LLC, a Florida Limited Liability Company**, which may also be referred to collectively as Developer. The rights and status of the Declarant are assignable to any other person or entity and continues until the Declarant (or Declarant's Assignee), no longer owns any Lots within the subject property.
- (d) "Declaration" means this Declaration of Easements and Covenants for **GREEN LEAF**, an Agricultural Lot Split.
- (e) "Member" of the Association shall mean and refer to all Owners of a Lot in the subject property.
- (f) "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 property, 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.
- (g) "The Property" or "GREEN LEAF" shall mean and refer to the property which is subject to this Declaration under the provisions of Article II.
- (h) "Surface Water Management System Facilities" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system. The Surface Water Management System Facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.
- (i) "Lot" or "Lots" shall mean and refer to any one (1) of the seven (7) lots of real property subsequently conveyed by the Declarant. The word Lot shall also include any improvements located thereon when such has been constructed on the Lot.

**ARTICLE II**  
**Property Subject to this Declaration and Additions**

Section 1. The Property. The 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. The Declarant may declare additional real property to be subject to this Declaration.

**ARTICLE III**  
**Easements**

Section 1. Access Easement. Every Owner, Owner's guests, and tenants of Lots 1 through 7, emergency vehicles and their personnel and utility vehicles and their personnel shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all of the Access Easement for access and drainage to and from each Lot, and such easement shall be appurtenant to and shall pass with title to every Lot. Such easements of enjoyment and use shall include the Owner's right of ingress, egress and drainage over the Access Easement. The Declarant reserves the right to promulgate and enforce written or posted rules and regulations regarding the use of the Access Easement, which right the Declarant may assign to the Association; and which right the Declarant automatically assigns to the Association upon the sale of the Declarant's last Lot within the Property unless the Declarant has previously or contemporaneously assigned such right. The failure of any guest, tenant or other invitee of an Owner or the Owner to abide by the written or posted rules and regulations may result in the imposition of a Special Assessment against the Owner's Lot enforceable in accordance with the provisions of this Declaration. No fencing shall be erected within the Access Easement without the prior written consent of Declarant.

Section 2. Easement for Access to the Surface Water Management System Facilities. No Surface Water Management System Facilities have been constructed by the Declarant other than drainage in the Access Easement pursuant to a permit granted by Marion County and the Southwest Florida Water Management District. In the event such a system is ever required to be constructed by the Southwest Florida Water Management District on any Lot, the Lot owner shall install, maintain or repair the system, pursuant to an approved permit if such a permit is ever required. By this easement the Association shall have the right to enter upon any portion of the Access Easement which a part of the Surface Water Management System Facilities, at a reasonable time and in a reasonable manner, to construct, operate, maintain or repair the Surface Water Management System Facilities as required by the Southwest Florida Water Management District permit.

Section 3. Easement for Maintenance. The Association shall have a right and perpetual non-exclusive easement to maintain, repair or replace the Access Easement, including all pavement, landscaping, irrigation systems (including the well and pump), entrance way and fencing within

the Access Easement. Such easements shall include the Association's right of ingress and egress over and across the easement areas to perform required maintenance and repairs.

Section 4. Utility Easement. The Owners of Lots 1 through 7 are given a utility easement in their favor assignable to the providers of all utility service for the installation and maintenance of electric, telephone, cable, fiber optic and other utilities servicing their Lots which easement is under and across the Access Easement described in Article I (a). All utilities running through the Access Easement shall be underground. The utility provider shall restore the Access Easement to its original condition after each installation, failing which the Owners contracting with the utility shall be assessed the cost thereof as a special assessment against the Owner's Lot enforceable in accordance with the provisions of this Declaration. The installation of new utilities over, under or across the Access Easement is prohibited while the Declarant owns any Lot within the subdivision unless they consent to same in writing which consent shall not be unreasonably withheld.

Section 5. Additional Utility Easements. Declarant reserves a utility easement along the front lot lines of each Lot, ten feet (10') in width adjacent to and parallel with the Access Easement and ten feet (10') in width along the sides and rear lot lines of each Lot, ten feet (10') in width for the installation and maintenance by providers of utility service of electric, telephone, cable, fiber optic and other utilities servicing the Lots. All utilities servicing the Lots shall be underground.

## **ARTICLE IV**

### **Maintenance**

Section 1. Maintenance by the Owner. Each Owner is responsible for maintenance in good order, condition and repair of the interiors and exteriors of residences, other structures, and of all mechanical equipment, plumbing and electrical facilities located on a Lot servicing the residence or other structures thereon, and any pool, 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, other structures, 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 and repair it if the Owner fails to perform required maintenance within forty-five (45) days of the Association's written demand that the Owner perform maintenance. Each Owner agrees to hold the Association, its employees and agents harmless for any maintenance actions taken. Each Owner agrees to reimburse the Association for its costs associated with Lot maintenance. Each Owner agrees that, if not paid within ten (10) days, the cost of Lot maintenance shall be evidenced by a Special Assessment against the Owner's Lot enforceable in accordance with the provisions this Declaration.

Section 2. Maintenance by the Association. The Association shall be responsible for maintenance and repair as follows:

(a) Access Easement. The Association shall maintain and repair the Access Easement. In the event such is damaged as a result of the negligence of an Owner, or his family, guest, licensee, invitee, employee or tenant, the Association may repair or replace such damage and demand reimbursement from such Owner by delivery of written notice thereof. Each Owner agrees that, if not paid within ten (10) days, the cost of maintenance shall be evidenced by a Special Assessment against the Owner's Lot enforceable in accordance with the provisions of this Declaration.

(b) Surface Water Management System Facilities. The Association shall maintain the Surface Water Management System Facilities within the Access Easement and shall indemnify and hold the Declarant harmless with respect thereto. Maintenance of the Surface Water Management System Facilities shall mean the exercise of practices which allows the system to provide drainage, water storage, conveyance of other surface water or storm water management capabilities as permitted by Marion County and the Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water Management System Facilities shall be permitted or, if modified, as approved by Marion County and the Southwest Florida Water Management District if applicable. If the Association ceases to exist, the Owners of Lots 1 through 7 shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as set forth in the Articles of Incorporation.

Section 3. The Association May Contracting for Services. The Association may contract for the management of all or part of the Property for purposes of carrying out any portion of the Association's responsibilities in this Declaration. The Association may contract with public or private utility companies, including without limitation a private utility company with which the Association is affiliated or controls, for purposes of supplying utility services to the entrance area, or Access Easement.

## **ARTICLE V**

### **Covenant for Maintenance Assessments**

Section 1. Purpose of Maintenance Assessments. Any maintenance assessments levied by the Association shall be used for the payment of taxes and insurance, if any, on the Access Easement; for constructing, maintaining, operating, repairing and replacing improvements on the Access Easement including the entrance area; for maintaining the Surface Water Management System Facilities; for enforcing the Covenants; and for any lawful purpose of the Association.

Section 2. Special Assessments. Special assessments may also be enacted at any regular or special meeting of the Association for the purposes set forth herein, collected and enforced in the same manner as the maintenance assessments described in Section 1 above.

Section 3. Liability for Maintenance Assessments. Each Owner of a 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 an annual assessment (payable in equal monthly installments if the Association so chooses) for any costs and expenses relating in any way to any of the items described in Section 1 above. All such assessments, together with interest, and costs of collection, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals; if any, shall constitute a continuing lien upon the Lot against which such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Marion County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment shall also be the personal obligation of the Owner of such Lot at the time the assessment is due and payable. No assessments may be offset by any claims by any Owner against the Association for any reason. While the Declarant is in control of the Association it shall be excused from the payment of assessments related to Lots it owns provided it pays any operating expenses incurred that exceed the assessments receivable from other members and other income of the Association. Only the owners of Lots 1 through 7 shall be responsible for assessments pertaining to the Access Easement.

Section 4. Delinquent Assessments. If any assessment or installment thereon is not paid within thirty days after the due date, a late fee may be charged by the Association up to twenty-five percent (25%) of the delinquent assessment. Interest shall accrue on any unpaid assessment including the late fee whether or not accelerated, at the highest rate allowed by law.

Section 5. 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 the lien securing same.

Section 6. Method of Setting Assessments. Assessments may be initiated, increased and decreased and their method of payment established all as determined by the Association at any meeting called for that purpose all in accordance with Chapter 720, Florida Statutes.

Section 7. Certification 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. All Assessments pertaining to the Access Easement shall be allocated among Lots 1 through 7 equally. Any assessment pertaining to matters other than the Access Easement, and other than Special Assessments, shall be allocated among Lots 1 through 7 equally.

**ARTICLE VI**  
**Membership and Voting Rights**

Section 1. Membership in the Association. Every Owner of a Lot which is subject to assessments 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 2. Voting Rights in Association. Voting rights in the Association shall be as set forth in the Articles of Incorporation, a copy of which is attached hereto.

**ARTICLE VII**  
**Use Restrictions**

Section 1. Use Restrictions. The use restrictions contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property.

Section 2. ARB Approval.

(a) Composition of Architectural Review Board. The Declarant, acting in its own name, shall constitute the Architectural Review Board (referred to herein as "ARB"). At such time as Declarant in its own absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, create a committee which shall thenceforth be and constitute the ARB. In the event that any member of such committee resigns or becomes unable to serve thereon the Declarant shall appoint his or her successor. Declarant may appoint the ARB as an advisory board only, in which event all approvals or denials of requests to the ARB made pursuant to these Articles are subject to appeal to Declarant and are further subject to Declarant's right to reject the advice of the ARB and to overrule any decision of the ARB approving or denying a request.

(b) Review by ARB. In order to enhance, maintain, and preserve values of the Property and all Lots located therein, no building, fence, wall, patio, paved area, pool or pool enclosure, or other structure or improvement shall be commenced, painted, erected or maintained upon the Property including any Lot located therein, nor shall any exterior change, alteration, modification, addition or deletion be made to any improvement or structure on a Lot nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements except by Declarant until the plans and specifications showing the nature, kind, height, materials, color selection, and location of the same shall be submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the ARB and until the ARB has received assurance acceptable to it that any damage to the Property as a result of such additions or alterations will be repaired in a timely fashion. The ARB will

review such information to determine harmony of exterior design, color and location in relation to the surrounding structures and topography. The ARB may condition its approval on proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue guidelines setting forth procedures for the submission of plans and specifications submitted for its review as it deems proper including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Upon receipt by the ARB of any required plans and specifications, the ARB shall have fifteen (15) days after delivery of all required materials to approve or reject any such plans, and if not approved in said fifteen (15) day period, said plans shall be deemed approved. The ARB's approval or disapproval as required in these covenants shall be in writing. All changes and alterations shall be subject to all applicable permit requirements and all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 3. Residential and Agricultural Use Only. No Lot shall be used for any purpose except for residential or agricultural purposes. Maximum number of stalls on any Lot is 20. Maximum number of horses turned out is 10. No owner shall house horses in excess of good agriculture practices. Horses may not be turned out on fields that are dirt or overgrazed. All commercial uses are prohibited other than commercial agricultural uses which will be restricted to the commercial breeding and raising of horses and beef cattle. Offspring of existing horses and cows shall not count against the maximum number of horses or cows permitted hereunder until they reach one (1) year of age. Commercial breeding or raising of dogs, goats, chickens or other poultry, rabbits, hogs, or dairy animals is not permitted. Overgrazing is restricted. Llamas are not allowed. Goats are limited to two

Section 4. Restrictions on Dwelling Units. All Dwelling Units on the Lot must be of conventional construction and built on site. Mobile homes, modular homes, or homes moved from any other location are prohibited. Any Dwelling Unit must contain at least 1,500 sq. feet of living space, and 2,000 sq. feet of total space under roof. Living space shall mean heated and cooled space under roof exclusive of garages, whether attached or detached, heated or cooled, and exclusive of porches, decks, pools, breeze ways, basements, attics, and accessory structures. In computing living space or total space under roof the square footage of any detached structure shall not be included. No Dwelling Unit shall exceed two (2) stories in height. Any two-story Dwelling Unit shall have minimum first floor living area of 1,500 sq. feet. No aluminum buildings. Barns must match color of homes.

Section 5. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. The ARB shall have discretion to approve such roofs on part of the main body of a house, particularly if modern or contemporary in design. No built-up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be tile, asbestos shingle, architectural asphalt shingles (provided such shingle is a minimum of 235 pounds per 100 square feet of roof), cedar shake,



aluminum, metal or slate construction. Minimum roof pitch shall be 6/12 and all fascia shall have a minimum width of 5-1/2 inches.

Section 6. Subdivision - Multi Units. Only one Dwelling Unit may be erected on each Lot, although an additional garage apartment or detached guest house is permitted. Any guest house must contain at least 800 sq. feet of living space and may not exceed 1,500 sq. feet of living space. No Lot may be subdivided, except to increase the size of an Owner's property upon which no more than one (1) Dwelling Unit is constructed. Barns must be color matched to homes.

Section 7. No Temporary or Accessory Structures. No portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the ARB.

Section 8. Access Easement. The Access Easement of GREEN LEAF shall be maintained by the Association and shall be only for vehicular and pedestrian and equestrian ingress and egress. Golf carts are allowed.

Section 9. Pets. No exotics, pigs or hogs, shall be permitted for any purpose except for bona fide 4-H or similar program and then for no more than six (6) months. Chickens for personal eggs are permitted only if penned. All pets shall be kept within the boundary of the Owner's Lot, unless accompanied by the Owner. Donkeys are allowed as long as they do not become a noise issue.

Section 10. 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. The discharge of firearms is prohibited. 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. No RV camping is permitted within the subdivision.

Section 11. Lot Maintenance. Each Owner shall maintain his or her Lot and all improvements thereon in a clean, neat and attractive condition, and shall keep his or her 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. Lots must be mowed on a regular schedule. Pastures mowed once a month.

Section 12. Restrictions on Walls and Fences. All fencing must be horse fencing. All fencing running along the Front Lot Line, Rear Lot Line, or any Side Lot Line (as determined by the ARB in its sole discretion) shall be horse fencing of treated wood with black posts, unless an alternate fencing is approved by the ARB. Horse fencing shall be used along the front lot lines and three or four board fencing or 2x4 wrapped wire w/top board shall be used along the side lot lines and rear lot lines. Fencing may be backed by wire mesh. Fences will not be less than forty-eight inches

(48") in height nor exceed fifty-six inches (56") in height. Fences shall be maintained to the satisfaction of the Homeowner's Association. Location of fences shall be approved by the ARB.

Section 13. Garages and Parking. Each Dwelling Unit shall have an attached or detached garage designed for storage of at least two (2) automobiles (minimum of 500 square feet). All motor vehicles, whether belonging to the Lot Owner, his or her guests or invitees, shall be parked on that Owner's Lot. No on-street parking is permitted. Horse trailers and RV's must park behind the barn or the main residence.

Section 14. Signs. Property identification and like signs identifying the Owner of a Lot and/or a farm name may be erected or affixed to the Dwelling Unit, so long as the same do not exceed a total of six (6) square feet. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No homesite may display, however, more than one sign for any individual political candidate and campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after said election. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 15. Tree Removal Restrictions. No living tree larger than eight inches (8") in diameter at twelve feet (12') above ground level, shall be cut down, destroyed or removed from the Property without the prior approval of the ARB.

Section 16. Timely Completion of Dwelling Unit. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit or barns shall be completed within twenty-four (24) months from the issuance of the building permit for that Dwelling Unit or barn. If barn is built first a sight plan must be submitted to ARB.

Section 17. Set-back Requirements and Building Location. All Dwelling Units and accessory structures shall be set back at least one hundred feet (100') from the Front Lot Line, and forty feet (40') from the Side and Rear Lot Lines. The lot line set backs contained in this Section shall be in addition to those set back requirements contained in the Marion County Land Development Regulations for development areas of A-1; Agricultural, which are twenty-five feet (25') for front, side and rear lot line setbacks..

Section 18. Garbage and Yard Trash. No Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage, wrecked or junk vehicles, appliances, furniture, building materials, debris, weeds, scrap metal, or other unsightly objects may not be maintained outside an approved structure on any Lot. Manure may not be stockpiled on the property. Used stall shavings must be removed from the property per Marion County Codes.

Section 19. Access. No Lot shall be used as a means of access to property other than property in GREEN LEAF, or adjacent property owned solely by the Owner of the Lot and used and occupied by the Owner of the Lot for non-commercial agricultural purposes or as residential property in conjunction with the Lot.

Section 20. Driveways, All driveways which connect to the Access Easement of GREEN LEAF, said Access Easement being maintained by the Association, must be constructed in the following manner as may reasonably be determined by the ARB.

(a) All driveways must connect from the road right of the way to the lot Owner's residence. The entire driveway must be paved with either (i) reinforced concrete a minimum of four inches (4") in thickness; or (ii) compacted lime rock minimum six inches (6") in thickness topped by asphalt a minimum of one inch (1") in thickness

(b) No driveway may be less than twelve feet (12') nor more than forty feet (40') wide where the same connects to the paved Access Easement. No driveway may be less than ten feet (10') wide where it connects to the Owner's property line.

(c) The connection of all driveways to the Access Easement shall be made in conformance with either one of the following two options, at the Lot Owner's discretion:

- i. A culvert must be installed in the swale adjacent to the Lot served by the driveway (if required by Marion County). The culvert must be at least fifteen inches (15") in diameter and so installed as to assure that the natural flow of water in the swale is not restricted. All culvert ends must be finished with formed concrete.

(d) All construction of driveways and culverts, set forth above, must be in accordance with accepted building and engineering standards. Each Owner shall be responsible for the maintenance of the driveways and culverts serving his or her Lot in good condition so that they do not become unsightly or cause damage to the Access Easement, swales, drainage areas, or Common Areas of GREEN LEAF.

Section 21. Water and Sewer. All potable water, septic and sewer systems shall meet all State, County, and other regulatory agency requirements.

Section 22. Cars, Boats and Other Vehicles and Repair. No inoperative cars or trucks or trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision.

Section 23. Window Air Conditioning Units. No window air conditioning units shall be permitted. Except in Barns.

Section 24. Utility Connections. All house connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the house in such manner to be acceptable to the governing utility authority. All pumps, compressors, tanks and like exterior mechanical equipment shall be enclosed

within a structure or otherwise screened from view from any Access Easement within the subdivision.

Section 25. Recreational Equipment. All permanent recreational equipment, including, but not limited to, swing sets, swings, sandboxes and trampolines, shall be located in the rear yard behind the residence. Any other recreational equipment shall be kept within the dwelling unit except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the dwelling unit. All recreational equipment shall be approved by ARB.

Section 26. Grassed Areas and Yards. The owner shall maintain all shrubbery, grass, trees and other landscaping installed on their lot in a neat, clean, orderly and healthy condition. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass is specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees or vegetation shall be permitted outside the dwelling unit, except that live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a dwelling unit. All shrubbery shall be regularly trimmed, fertilized, watered and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The owner's maintenance and care obligations as set forth herein shall apply to all portions of the lot including any easements located on or adjacent thereto, including front, side and rear road and utility easements.

## **ARTICLE VIII**

### **Amendment**

Section 1. Amendment by the Declarant. The Declarant (or the Declarant's assignee) shall have the right to amend this Declaration in any manner the Declarant (or the Declarant's assignee) deems necessary provided the amendment does not unreasonably lower standards of the Covenants contained herein. The conveyance of a Lot to an Owner shall not be deemed an assignment of any of the Declarant's rights reserved under this Declaration. The Declarant shall also have the right to release any Lot from any part of the Covenants which has been violated if the Association, in its sole judgment determines such violation to be a minor or insubstantial violation.

Section 2. Amendments by Association. After the Declarant (or the Declarant's Assignee) no longer owns any Lots, the Association shall have the right and power of amendment of this Declaration, and such amendment shall not require the joinder of mortgagees or any person other than the members of the Association having an interest in the Properties. Such right to amend shall include without limitation the right (a) to amend these Covenants for the purpose of curing any ambiguity in or to any inconsistency between the provisions contained herein; (b) to include in any

contracting or deed or other instrument hereafter made any additional covenants applicable to the Property which do not unreasonably lower standards of the Covenants herein contained; (c) to release any Lot from any part of the Covenants which have been violated if the Association, in its sole judgment determines such violation to be a minor or insubstantial violation; (d) such other amendment or other action as may be decided by the Association. Any amendment by the Association shall be approved by the then Owners of a majority of the Lots in the subdivision.

Section 3. Notice of Amendment. Recording of an amendment shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 4. Amendment of Articles and By-Laws. The Articles of Incorporation and ByLaws of the Association shall be amended in the manner provided in such documents.

Section 5. Additional Requirements for Amendments. Any amendment to this Declaration which alters the Surface Water Management System Facilities beyond maintenance in its original condition, must have the prior written approval of Marion County and the Southwest Florida Water Management District notwithstanding any other provisions contained herein, if a permit is ever required.

## **ARTICLE IX**

### **Enforceability and Notice**

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, it shall be lawful for the Declarant, any Owner 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 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 Declarant, any Owner or the Association take action 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 Declarant, any Owner or 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 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 Declarant, any Owner or 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 2. Enforcement by Southwest Florida Water Management District. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities, if a permit is ever required.

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 or in the absence of such or in the alternative to the last known address of the Owner as maintained by the office of the Marion County Property Appraiser at the time of such mailing.

## **ARTICLE X Duration and Validity**

Section 1. Duration. These easements and covenants shall run with the title to all of the land contained in MADISON CARMEN PROPERTIES and will be binding on the Owners of all Lots, their successors and assigns in title until December 31, 2030, and for successive ten (10) year periods thereafter unless amended or released at that time by written instrument executed by the then Owners of a majority of Owners of Lots in GREEN LEAF. Failure of the Association or the Lot Owners, 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 Association, Lot or Owners, 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 2. Validity. If any portion of this Declaration is declared enforceable or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder and the applicability shall not be affected thereby. If any word, sentence, phrase, clause, section, article or portion of the protective deed restrictions and covenants shall be held invalid or enforceable by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the Declarant, has caused this instrument to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, sealed and delivered

in our presence as witnesses:

**MADISON CARMEN PROPERTIES,  
LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

\_\_\_\_\_  
Witness #1 Signature

**CARMEN G. MURVIN, Manager**

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF MARION

**BEFORE ME**, the undersigned authority, this day appeared, by means of ( ) physical presence or ( ) online notarization, **CARMEN G. MURVIN, as Manager of MADISON CARMEN PROPERTIES, LLC, a Florida limited liability company**, who executed the foregoing instrument, and acknowledged to me and before me that she executed said instrument for the uses and purposes therein expressed, ( ) who is personally known to me or ( ) who produced a valid driver's license as identification.

**WITNESS** my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT “A”**

**GREEN LEAF PARENT PARCEL LEGAL DESCRIPTION**

**THE WEST 1/2 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY FLORIDA, LESS ROAD RIGHT-OF-WAY, AND LESS AND EXCEPT ANY PORTION LYING SOUTH OF W. HIGHWAY No. 328 (STATE ROAD 328)**

**PARCEL IDENTIFICATION NUMBER: 19999-004-00**



**COMPOSITE EXHIBIT "B"**

**GREEN LEAF LEGAL DESCRIPTIONS OF LOTS**

**LOT 1**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S00°29'54"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1903.45 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, PROCEED S89°05'31"E, 659.18 FEET; THENCE S00°19'19"W, 685.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. HIGHWAY No. 328 (66 FEET WIDE); THENCE N89°05'31"W ALONG SAID RIGHT-OF-WAY LINE, 345.98 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1399.69 FEET AND A CENTRAL ANGLE OF 13°01'48"; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE 318.31 FEET (CHORD BEARING AND DISTANCE OF N82°34'03"W, 317.63 FEET) TO THE INTERSECTION WITH THE AFORESAID WEST LINE OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°29'54"E ALONG SAID WEST LINE, 648.92 FEET TO THE POINT OF BEGINNING.**

**LOT 2**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S00°29'54"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1238.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°29'54"W ALONG SAID WEST LINE, 665.02 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED S89°05'31"E, 659.18 FEET; THENCE N00°19'19"E, 665.03 FEET; THENCE N89°05'31"W, 657.13 FEET TO THE POINT OF BEGINNING.**

**LOT 3**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S00°29'54"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 573.41 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, PROCEED S89°05'31"E, 655.09 FEET; THENCE S00°19'19"W, 665.03 FEET; THENCE N89°05'31"W, 657.13 FEET TO A POINT ON AFORESAID WEST LINE; THENCE N00°29'54"E ALONG SAID WEST LINE, 665.02 FEET TO THE POINT OF BEGINNING.**

**LOT 4**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGIN AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S00°29'54"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 573.41 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED S89°05'31"E, 1310.88 FEET; THENCE N00°04'48"E, 584.41 FEET TO A POINT ON THE NORTH LINE OF AFORESAID NORTHWEST 1/4; THENCE N89°34'20"W ALONG SAID NORTH LINE, 1306.58 FEET TO THE POINT OF BEGINNING.**

**LOT 5**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S00°29'54"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 573.41 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED S89°05'31"E, 665.09 FEET TO THE POINT OF BEGINNING; THENCE S00°19'19"W, 665.03 FEET; THENCE S89°05'31"E, 658.60 FEET; THENCE N00°04'48"E, 665.07 FEET; THENCE N89°05'31"W, 655.79 FEET TO THE POINT OF BEGINNING.**

**LOT 6**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S89°34'20"E ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1306.58 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°04'48"W, 1249.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°04'48"W, 665.07 FEET; THENCE N89°05'31"W, 661.41 FEET; THENCE N00°19'19"E, 665.03 FEET; THENCE S89°05'31"E, 658.60 FEET TO THE POINT OF BEGINNING.**

**LOT 7**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S89°34'20"E ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1306.58 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°04'48"W, 1914.55 FEET TO THE POINT OF BEGINNING; THENCE N89°05'31"W, 661.41 FEET; THENCE S00°19'19"W, 685.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. HIGHWAY No. 328 (66 FEET WIDE); THENCE S89°05'31"E ALONG SAID RIGHT-OF-WAY LINE, 664.30 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°04'48"E, 685.07 FEET TO THE POINT OF BEGINNING.**

**EXHIBIT "C"**

**GREEN LEAF NON-EXCLUSIVE INGRESS/EGRESS AND UTILITY EASEMENT  
LEGAL DESCRIPTION**

**A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE S00°29'54"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 573.41 FEET; THENCE DEPARTING SAID WEST LINE, PROCEED S89°05'31"E, 625.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°05'31"E, 60.00 FEET; THENCE S00°19'19"W, 976.94 FEET; THENCE S89°40'41"E, 20.00 FEET; THENCE S00°19'19"W, 40.00 FEET; THENCE N89°40'41"W, 20.00 FEET; THENCE S00°19'19"W, 998.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. HIGHWAY No. 328 (66 FEET WIDE); THENCE N89°05'31"W ALONG SAID RIGHT-OF-WAY LINE, 60.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°19'19"E, 997.55 FEET; THENCE N89°40'41"W, 20.00 FEET; THENCE N00°19'19"E, 40.00 FEET; THENCE S89°40'41"E, 20.00 FEET; THENCE N00°19'19"E, 977.55 FEET TO THE POINT OF BEGINNING.**

**EXHIBIT “D”**

**ARTICLES OF INCORPORATION**

**EXHIBIT “E”**

**BY-LAWS OF THE ASSOCIATION**