

April 17, 2025

PROJECT NAME: EQUINE GARDENS

PROJECT NUMBER: 2024040004

APPLICATION: DRC WAIVER REQUEST #31360

- 1 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: No issue with Fire
- 2 DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: Defer to OCE.
- 3 DEPARTMENT: ZONE - ZONING DEPARTMENT  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: Defer to OCE.
- 4 DEPARTMENT: UTIL - MARION COUNTY UTILITIES  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: APPROVED - these eight 10+ acre lots are ~21,600' from closest water & sewer mains within MCU's service area. Wells & septs allowed; building permits will be deferred by MCU Permitting to DOH for on-site water/wastewater conditions at time of submittal.
- 5 DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: n/a
- 6 DEPARTMENT: 911 - 911 MANAGEMENT  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: N/A
- 7 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: Permits for wells and OSTDS will be through the Department of Health in Marion County.
- 8 DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: LDC 2.16.1.B(8)(G) - Establishment of County MSBU  
STATUS OF REVIEW: INFO  
REMARKS: An Easement Agreement that include provisions for the construction and maintenance of the common area improvements (i.e. the roads and stormwater controls) instead of the MSBU.



**Marion County  
Board of County Commissioners**

Office of the County Engineer

412 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8687

**DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM**

Date: 3/27/2024 Parcel Number(s): 12579-002-00 Permit Number: \_\_\_\_\_  
mm/dd/yyyy

**A. PROJECT INFORMATION:** Fill in below as applicable:

Project Name: EQUINE GARDENS Commercial  or Residential   
Subdivision Name (if applicable): \_\_\_\_\_  
Unit \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

**B. PROPERTY OWNER'S AUTHORIZATION:** Attach a letter from the owner(s) or the owner(s) may sign below authorizing the applicant to act on the owner's behalf for this waiver request:

Property Owner's Name (print): FELCO FARMS CORPORATION  
Property Owner's Signature: [Signature]  
Property Owner's Mailing Address: P.O. BOX 54  
City: CHAMPLAIN State: NY Zip Code: 12919 Phone # 352-382-0406

**C. APPLICANT INFORMATION:** The applicant will be the point of contact during this waiver process and will receive correspondence.

Firm Name (if applicable): ROGERS ENGINEERING, LLC Contact Name: MELINDA CLEMONS  
Mailing Address: 1105 S.E. 3RD AVENUE City: Ocala State: FL Zip Code: 34471  
Phone # 352-622-9214 Alternate Phone # \_\_\_\_\_  
Email address: MCLEMONS@ROGERSENG.COM

**D. WAIVER INFORMATION:**

Section & Title of Code: Section 2.16.1.B(8)(g) Establishment of County M.S.B.U.  
Reason/Justification for Waiver Request: Provide an Easement Agreement for maintenance requirements and HOA documents.

**DEVELOPMENT REVIEW USE:**

Received By: \_\_\_\_\_ Date Processed: \_\_\_\_\_ Project # \_\_\_\_\_ AR # \_\_\_\_\_

**ZONING USE:** Parcel of record: Yes  No  Eligible to apply for Family Division: Yes  No   
Zoned: \_\_\_\_\_ ESOZ: \_\_\_\_\_ P.O.M. \_\_\_\_\_ Must Vacate Plat: Yes  No   
Land Use: \_\_\_\_\_ Date: \_\_\_\_\_ Verified by: \_\_\_\_\_

Revised 5/2017

Record § \_\_\_\_\_

*This instrument prepared by,  
Record and Return to:*  
Austin T. Dailey, Esq.  
Klein & Klein, LLC  
40 SE 11<sup>th</sup> Ave  
Ocala, FL 34471

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**DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
EQUINE GARDENS, (AN AGRICULTURAL LOT SPLIT)**

**FELCO FARMS CORP., a Florida corporation** (hereinafter referred to as "Declarant") is the fee simple owner of all the real property in EQUINE GARDENS, a subdivision by agricultural lot split, located in Marion County, Florida, does hereby declare these Easements, Covenants, Conditions and Restrictions for EQUINE GARDENS (the "Declaration").

**WITNESSETH:**

WHEREAS, the Declarant is the Owner of the real property more particularly described on **Exhibit "A"** attached hereto (the "Property"), which will be divided into eight (8) parcels of land (each a "Lot") pursuant to the Land Development Regulations of Marion County, Florida; and,

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 covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof.

NOW, THEREFORE, the Declarant declares the real property described as the Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, 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.

KNOW ALL MEN BY THESE PRESENTS, that:

Declarant hereby declares the following restrictions and limitations on use and development, which shall bind each, and all subsequent owners, whether holders of legal or equitable title, or both, and which shall constitute covenants running with the land described above.

1. The Property may be used for residential and agricultural purposes only. No commercial business activity shall be allowed on the Property except those allowed under Paragraph 5 of this declaration.
2. All homes erected, assembled or placed on the Property shall be built in compliance with any applicable requirements of the State of Florida (the "State") and Marion County, Florida (the "County"), including those for setbacks set forth in the Marion County Land Development Code. If more than one adjacent Lot has identical Owners, all such Lots may be treated as one Lot for the purpose of this restriction, subject to approval by the County.
3. No mobile, manufactured or modular homes may be erected, assembled or placed on the Property.
4. All primary residences constructed on the Property shall be a minimum of 1,500 square feet of enclosed, heated and cooled living area (exclusive of garage, porches or patios). Notwithstanding the prior sentence, barn apartments are permitted and must be located within the confines of a barn or similar structures and shall consist of at least 1,000

square feet of enclosed, heated and cooled living area. The apartment shall be in compliance with any applicable state and county requirements.

5. Commercial businesses are not permitted. Commercial farming is not permitted, except that horses & beef cattle may be raised and trained commercially. Personal farming operations are permitted, however, no more than two (2) pigs may be on any Lot at one time. Birds, housecats, dogs, livestock, poultry or other animals and household pets retained for domestic use or personal consumption are permitted. All animals shall remain within fenced portions of the owner's Lot unless on a leash, with the exception of housecats. The foregoing notwithstanding, no Lot shall be permitted more than four (4) dogs and four (4) housecats at any time. Animals shall at all times be kept under the control of, and shall be the sole responsibility of the Lot's Owner.
6. No noxious or offensive activity shall be carried on upon any Lot within any portion of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All Lots shall be mowed and maintained so as not to become unsightly.
7. Barns, stables, storage buildings and other outbuildings and fences must be of new materials and constructed in a skilled workmanlike manner and shall be constructed in compliance with any applicable state and county requirements.
8. No non-operating vehicles, accumulation of debris, refuse, trash or junk may be placed or stored on the Property. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and stored so as not to become unsightly.
9. No Lot or portion of the Property may be subdivided by any party other than the Declarant, its successors, or assigns.
10. The Declarant, his successors and assigns, exclusively 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 property lines and within fifteen (15) feet of the rear and side lines of said Lots and such additional area necessary to provide service to the property.
11. Private Drive Access Easement and Maintenance Agreement
  - A. EQUINE GARDENS is comprised of eight (8) parcels of land, each being more fully described in **Exhibit "A"**. Declarant hereby creates a perpetual, non-exclusive easement for vehicular ingress and egress for use by the record owner(s) of each Lot, their heirs, successors, assigns, guests, and invitees (collectively the "Easement Users"), and for the use of emergency and utility vehicles and for utilities for the record owner(s) of each Lot (the "Common Easement"), over and across that real property described on the attached **Exhibit "B"** (the "Common Easement Area").
  - B. Each Owner shall maintain each portion of the Common Easement on their respective Lot, with such portion being kept in a good and safe condition suitable for safe and efficient travel by the Easement Users and emergency vehicles and suitable for the installation and maintenance of utilities.
  - C. In the event any Owner fails to maintain the portion of the Common Easement on his or her Lot (a "Non-Performing Owner"), any other Owner (a "Curative Owner") may, at its option, provide such Non-Performing Owner with written notice of the failure to maintain. If the Non-Performing Owner does not remedy such failure within ten (10) days of receipt of such notice, the Curative Owner may cause for the failure to be remedied at the cost and expense of such Curative Owner.
  - D. **ALL PARTIES ACQUIRING TITLE TO ANY LOT LOCATED WITHIN THE PROPERTY UNDERSTAND AND ACKNOWLEDGE BY ACQUISITION OF THE LOT THAT THE ACCESS VIA THE COMMON EASEMENT WILL NOT BE MAINTAINED BY MARION COUNTY AND/OR LOCAL MUNICIPALITY AND THAT IT SHALL BE THE DUTY OF THE OWNERS TO MAINTAIN THE SAME.**

12. If the parties hereto, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and prevent him or them from so doing and/or to recover damages or dues for the violation thereof. Any party hereto specifically recognized that the remedy at law for any breach of the covenants shall be inadequate and that, in addition to any other remedy at law or in equity, injunctive relief shall be appropriate. The failure of any party to enforce any violation of the Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
13. In connection with any litigation arising from this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate proceedings.
14. These Covenants, Conditions and Restrictions shall continue in full force and effect with respect to the property for a period of 25 years from the date of recording this instrument, subject to the provisions of the following paragraph. The Covenants, Conditions and Restrictions are to run with the land, and except and as otherwise provided herein, shall be binding upon the Declarant and upon all other parties and persons claiming under or through Declarant to all or any portion of the property.
15. Until such time as Declarant is no longer an Owner of a Lot, or the holder of a mortgage secured by any Lot or any portion thereof (the "Declarant Turnover Date"), Declarant (or Declarant's assignee) shall have the right to amend this Declaration in any manner the Declarant (or Declarant's assignee) deems necessary and Declarant shall also have the right to release any Lot from any part of the Declaration which have been violated if the Declarant, in its sole judgment determines such violation to be a minor or insubstantial violation. No such such amendment or release by Declarant shall be valid until recorded in the Public Records of Marion County, Florida. The conveyance of a Lot to an Owner shall not be deemed an assignment of any of Declarant's rights reserved under this Declaration.
16. After Declarant Turnover Date, the Owners shall have the right and power of amendment of this Declaration. No such amendment, supplement or modification to this Declaration shall be valid unless signed by the then record Owners of a majority of the Lots and then recorded in the Public Records of Marion County, Florida. Any such amendment to this Declaration which alters any maintenance requirements for the Common Easement which may be required from time to time by governmental boards, agencies, or entities, beyond maintenance in its original condition, must have the prior written approval of such governmental board, agency, or entity notwithstanding any other provisions contained herein.
17. The purpose of these Restrictive Covenants is to protect property values, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired character of the community to thereby secure to each property owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of the property that is necessary to insure the same advantages to the other owners.
18. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Declaration invalid, illegal, or unenforceable under any applicable law. Invalidation or removal of any of the covenants by judgment, decree, court order, statute, ordinance or amendment by the Declarant, his successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.
19. All easements, rights, and covenants specified in this Declaration, and any subsequent amendment or modification thereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts and mortgages and other encumbrances and instruments in any way affecting Lots, and any party foreclosing any such mortgage, lien or encumbrance and all persons or entities acquiring title to any interest in title to such portion of the Lots that is subject to the easements, covenants and rights granted under this Declaration shall take title to said real property subject to the terms and provisions of this Declaration.
20. This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. To the fullest extent permitted by law, the parties hereto hereby: (a) submit to the jurisdiction of the Florida and United States courts for the Florida judicial circuit and the federal district, respectively, wherein lies Marion

County, Florida, for purposes of any legal action or proceeding brought under or in connection with this Declaration, (b) agree that exclusive venue of any such action or proceeding may be laid in Marion County, Florida, and (c) waive any claim that the same is an inconvenient forum.

21. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any Party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under this Declaration, or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.
22. Each Owner agrees that upon written request from time to time of any other Owner, as often as is reasonable, it will timely issue at no charge to a prospective mortgagee of such other Owner or to a prospective purchaser or successor Owner to such other Owner, an Estoppel Certificate stating: (a) whether the Owner to whom the request has been directed knows of any defaults by any Owner under this Declaration, and if there are known defaults, specifying the nature thereof; (b) whether this Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (c) that to the best of the requested Owner's knowledge this Declaration as of that date is in full force and effect; and (d) that to the best of the requested Owner's knowledge there are/are not any sums owed by any Owner. Such statement shall act as a waiver of any claim by the Owner furnishing it to the extent such claim is based upon facts contrary to those asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. Each Owner shall execute and return such Estoppel Certificate delivered to Owner within five days after its receipt. Failure to comply with this requirement shall be deemed such Owner's acknowledgment that the Estoppel Certificate is true and correct, and may be relied upon by a lender or purchaser.
23. After Declarant Turnover Date, Declarant shall have no further obligations hereunder, nor any power to amend this Declaration, and Declarant may, at its option, record an affidavit in the Public Records of Marion County evidencing the Declarant Turnover Date, however, no such recording shall be required to effect the Declarant Turnover Date.
24. Notwithstanding any provision herein to the contrary, except as prohibited by law, Declarant may assign its rights as Declarant to a third-party at any time, in Declarant's sole discretion, by recording a valid Assignment of Declarant's Rights executed by Declarant and its assignee in the Official Records of Marion County, Florida. After such recording, except as otherwise provided by law or such Assignment of Declarant's Rights, the assignee of such rights shall immediately assume all the rights of the Declarant hereunder and FELCO FARMS CORP., a Florida corporation shall be released from all obligations and liabilities specific to their role as the Declarant hereunder.
25. Notwithstanding any provision herein to the contrary, for so long as the Declarant or SERVICES D ADMINISTRATION VIJO, INC, a Canadian corporation (each a "Covered Party") owns any parcel of real property adjacent to any portion of the Property subject to this Declaration, the covenants, conditions, and restrictions set forth herein shall not be terminated, amended, waived, modified, or otherwise altered in a manner that would reduce or diminish their effect, unless expressly agreed to in writing by the Covered Party. This provision shall run with the land and be binding on all successors, assigns, and future owners of any portion of the Property.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements, Covenants, Conditions and Restrictions for EQUINE GARDENS this \_\_\_\_ day of \_\_\_\_\_, 2025.

**FELCO FARMS CORP., a Florida corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_ as the \_\_\_\_\_ of **FELCO FARMS CORP., a Florida corporation**, who is known to me (YES \_\_\_\_ NO \_\_\_\_ ) to be the persons described in and who executed the foregoing instrument, OR who has produced \_\_\_\_\_ as identification and acknowledged before me that they executed same for the purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Notary Public, State of \_\_\_\_\_  
My Commission Expires:

**EXHIBIT "A"**

(Property - Legal Description)

The East 80 acres of the following tract:

The NE 1/4 of Section 29, Township 14 South, Range 20 East, Marian County, Florida, LESS the East 686 feet thereof and LESS road right-of-way along the South boundary thereof.

Draft Only

**EXHIBIT "B"**

(The Common Easement Area)

NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT

A PORTION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S89°37'57"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 635.35 FEET; THENCE CONTINUE S89°37'57"E, ALONG SAID NORTH LINE, 670.02 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°29'08"W, 610.92 FEET TO THE POINT OF BEGINNING; THENCE S89°45'18"E, 50.00 FEET; THENCE S00°29'08"W, 40.00 FEET; THENCE N89°45'18"W, 20.00 FEET; THENCE S00°29'08"W, 1951.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. HIGHWAY No. 464B (100 FEET WIDE); THENCE N89°45'18"W ALONG SAID RIGHT-OF-WAY LINE, 60.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°29'08"E, 955.91 FEET; THENCE N89°30'52"W, 20.00 FEET; THENCE N00°29'08"E, 40.00 FEET; THENCE S89°30'52"E, 20.00 FEET; THENCE N00°29'08"E, 955.91 FEET; THENCE N89°45'18"W, 20.00 FEET; THENCE N00°29'08"E, 40.00 FEET; THENCE S89°45'18"E, 50.00 FEET TO THE POINT OF BEGINNING.

Draft Only

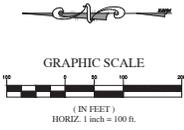




# EQUINE GARDENS

## AGRICULTURAL LOT SPLIT PLAN

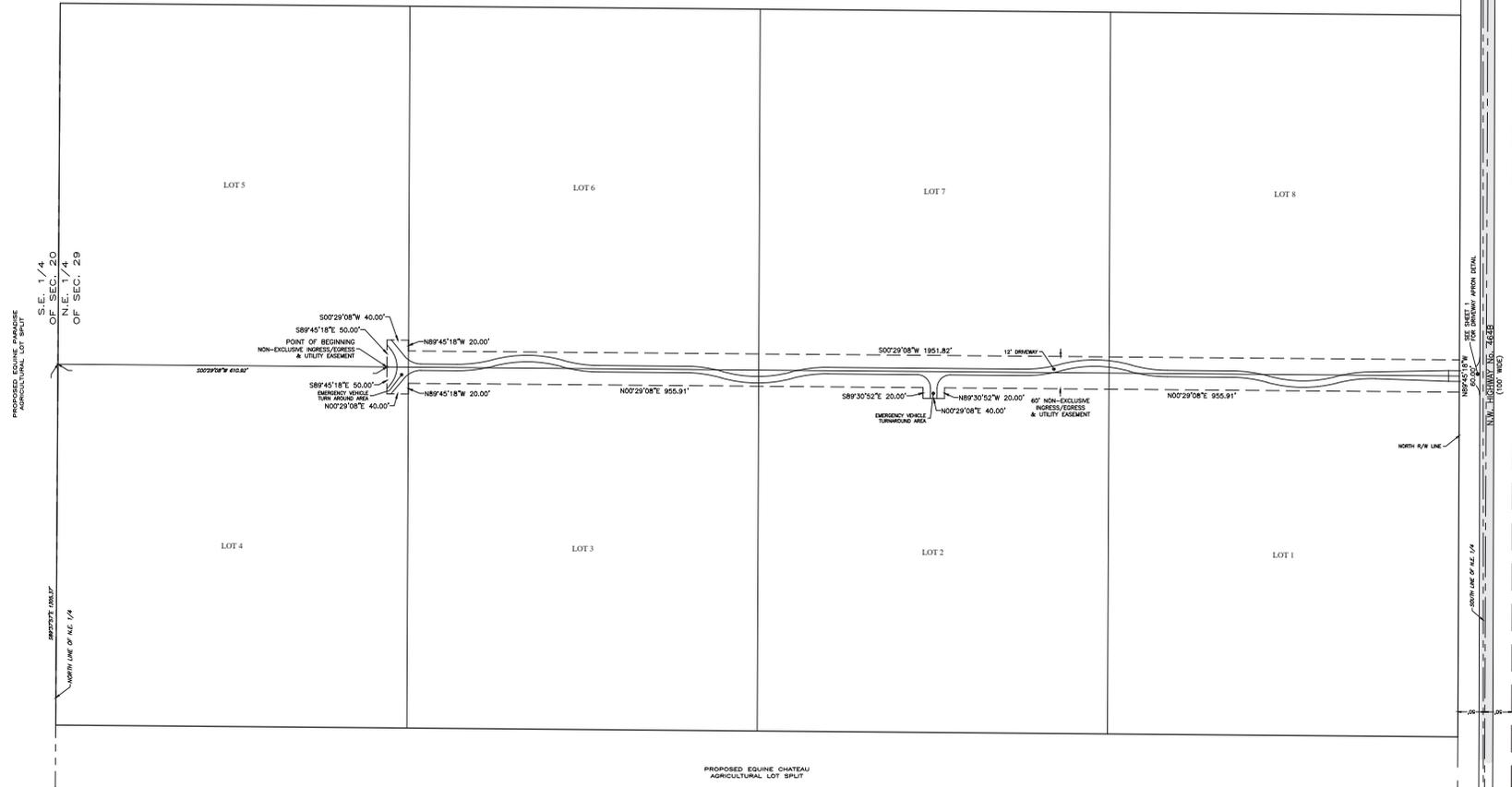
MARION COUNTY, FLORIDA



**LEGEND**

R/W	RIGHT OF WAY
E/P	EDGE OF PAVEMENT
C/L	CENTERLINE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
R	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
LC	LENGTH OF CHORD
O.R.B.	OFFICIAL RECORDS BOOK
P.C.	PAGE
CONC.	CONCRETE
ASPH.	ASPHALT
STREET SIGN	STREET SIGN
WETLANDS AREA	WETLANDS AREA

- NOT PLATTED -



DATE	REVISION

Robert L. Rogers, P.E.  
 P. Reg. No. 10207  
 rrogers@rogerseng.com  
 1105 S.E. 3rd Avenue, Ocala, Florida 34474  
 Phone: 352-622-9214  
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**ROGERS ENGINEERING, LLC**  
 Civil Engineering & Land Surveying

1105 S.E. 3rd Avenue • Ocala, Florida 34474 • Ph. (352) 622-9214 • Lic. Bus. #44074

**EQUINE GARDENS**  
 AGRICULTURAL LOT SPLIT PLAN  
*Map of Easements*

JOB No.	18 EQUINE GARDENS ALS
DATE	03/10/2024
SCALE	1" = 100'
SHEET	3 OF 3