

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPRINGS @ ORANGE CREEK (AN UNRECORDED AGRICULTURAL SUBDIVISION)**

MG CATTLE CO., LLC, a Florida limited liability company (“Declarant”) is the fee simple owner of all the real property in THE SPRINGS @ ORANGE CREEK, a unrecorded subdivision, located in Marion County, Florida, does hereby declare these Easements, Covenants, Conditions and Restrictions for The Springs @ Orange Creek (the “Declaration”).

W I T N E S S E T H:

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 nineteen (19) 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 common improvements constructed and maintained thereon, and, for this reason, desires to subject the 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 that 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 Property, their heirs, personal representatives, successors and assigns (each an “Owner”).

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 more than FIVE (5) years old at the time it is erected, assembled or placed on the Property. All mobile homes must situated be on a permanent foundation and must be skirted and kept in a good state of repair.
4. Barn apartments are permitted and must be located within the confines of a barn or similar structures. 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. 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 for the benefit of Lots within the Springs @ Orange Creek and parcels within adjacent subdivisions. 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 the service.

10. Private Drive Access and Utility Easement; Maintenance.

- A. **This portion of the Property is comprised SOLELY of lots 1a through 4b (8) Lots, each lying within the real property more particularly described in Exhibit "A". Declarant hereby creates and reserves a perpetual, non-exclusive easement for vehicular ingress and egress, for the use of emergency and utility vehicles, and for construction, operation and maintenance of utilities (the "Common Easement"), for use by the record owner(s) of each Lot, heirs, successors, assigns, guests, and invitees (the "Easement Users"), over and across that real property described on the attached Exhibit "B" (the "Common Easement Area").**
- B. **Each Owner shall maintain the portion of the Common Easement encumbering his or her respective Lot, ensuring that such portion of the Common Easement is 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 Lot 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, and shall be entitled to reimbursement for the cost incurred performing such maintenance from the Non-Performing Owner.**
- D. **All parties acquiring title to any Lot located within the Property understand and acknowledge that the access via the Common Easement will not be maintained by Marion County and/or a local municipality; the duty to maintain the Common Easement shall rest with the Owners.**

11. If the Declarant, its 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 within the Property to bring an action at law or in equity against the person or persons violating or attempting to violate this Declaration,

and shall be entitled to equitable relief and/or damages. Any party hereto specifically acknowledges 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.

12. 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.
13. These Covenants, Conditions and Restrictions shall continue in full force and effect with respect to the property for a period of forty (40) years from the date of recording this instrument, after which time they shall be automatically extended for successive periods of ten (10) years, 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.
14. 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 has been violated if the Declarant, in its sole judgment determines such violation to be a minor or immaterial violation. No 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.
15. 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 two-thirds 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, commission, or council, notwithstanding any other provisions contained herein.
16. The purpose of these Restrictive Covenants is to ensure maintenance of common improvements, protect property values, prevent nuisances, prevent the impairment of the attractiveness of the property, and 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.
17. 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.
18. 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.

19. 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.
20. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ALL PARTIES HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION, WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.
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 Lot owner shall, upon written request from time to time of any other Owner, as often as is reasonable, 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 the 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, Florida 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 MG Properties & Investments, LLC, a Florida limited liability company shall be released from all obligations and liabilities specific to its role as the Declarant hereunder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements, Covenants, Conditions and Restrictions for Springs @ Orange Creek this ____ day of _____, 2022.

MG Cattle Co., LLC,
a Florida limited liability company

By _____
Nathan R. Garcia, Manager

STATE OF FLORIDA
COUNTY OF MARION

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 _____, 2022 by Nathan R. Garcia as Manager of **MG Cattle Co., LLC, a Florida limited liability company**, 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 _____, 2022.

(Print Name)

Notary Public, State of _____
My Commission Expires:

EXHIBIT "A"

(Property - Legal Description)

PARENT PARCEL

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND A PORTION OF THE N.E. 1/4 OF THE SOUTHEAST 1/4, OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, AND A PORTION OF THE SOUTHWEST 1/4, OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 17, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE N88°42'19"E ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 2536.20 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF N.E. JACKSONVILLE ROAD (100 FEET WIDE); THENCE DEPARTING SAID SOUTH LINE, PROCEED N02°42'05"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1368.20 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S89°01'04"W INTO SECTION 17, A DISTANCE OF 3870.76 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S02°48'37"E ALONG SAID WEST LINE, A DISTANCE OF 1369.40 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, PROCEED N89°33'51"E ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1332.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
(The Common Easement Area)

INGRESS/EGRESS & UTILITY EASEMENT

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 16, AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 17, ALL BEING IN TOWNSHIP 13 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE S89°33'51"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 33.57 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N02°48'37"W, 705.80 FEET TO THE POINT OF BEGINNING; THENCE S89°01'04"W, 594.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 300°00'00"; THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE 314.16 FEET (CHORD BEARING AND DISTANCE OF N00°58'56"W, 60.00 FEET); THENCE N89°01'04"E, 2178.04 FEET; THENCE N00°58'56"W, 30.00 FEET; THENCE N89°01'04"E, 40.00 FEET; THENCE S00°58'56"E, 30.00 FEET; THENCE N89°01'04"E, 946.07 FEET; THENCE S02°42'05"E, 60.03 FEET; THENCE S89°01'04"W, 2232.38 FEET; THENCE S00°58'56"E, 30.00 FEET; THENCE S89°01'04"W, 40.00 FEET; THENCE N00°58'56"W, 30.00 FEET; THENCE S89°01'04"W, 299.04 FEET TO THE POINT OF BEGINNING.