

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HAMMOCKS @ ORANGE CREEK (AN AGRICULTURAL LOT SPLIT)**

MG CATTLE CO., LLC, a Florida limited liability company ("Declarant") is the fee simple owner of all the real property known as HAMMOCKS @ ORANGE CREEK, a subdivision by agricultural lot split, located in Marion County, Florida, does hereby declare these Easements, Covenants, Conditions and Restrictions for Hammocks at 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 consists of nine (9) 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 home 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 structure. Any such apartment shall comply with any applicable state and county requirements.
5. Commercial businesses are not permitted. Commercial farming is not permitted, except that horses or 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, except 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 and 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 constructed with new materials, in a skilled workmanlike manner, and 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 hereby creates and reserves a perpetual, non-exclusive easement for the construction and maintenance of utilities, such as water, sewer, gas, telephone, electric and cable television, as well as ingress and egress necessary to construct and maintain such utilities. Such utility easement shall encumber and be effective upon, across, over, and under the lands lying within the Common Easement as described below and within ten (10) feet of the side boundaries of said Lots ("Utility Easement Areas"). In the event two (2) or more adjoining Lots are owned by the same Party, this easement reservation shall not apply to the interior lot line of those adjoining Lots. Further, Declarant, its successors and assigns hereby reserves the right to create additional utility easement areas for the construction and maintenance of utilities serving the Owners or owners of adjacent properties.
10. **Private Drive Access and Utility Easement; Maintenance.**
  - A. The Property is comprised of nine (9) parcels of land, each being more fully 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, their 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.
  - E. The Declarant, or its successors or assigns, including the Owners, may, upon a two-thirds vote of Lot Owners, transfer the Common Easement Area to Marion County, Florida, or the local government having jurisdiction. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of such real property and improvements to standards and conditions required by the local government.

**F. ALL PARTIES ACQUIRING TITLE TO A LOT LOCATED WITHIN THE PROPERTY UNDERSTAND AND ACKNOWLEDGE THAT THE ACCESS VIA THE COMMON EASEMENT WILL NOT BE MAINTAINED BY MARION COUNTY; THE DUTY TO MAINTAIN THE COMMON EASEMENT RESTS WITH THE OWNERS.**

11. 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 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.
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 CATTLE CO., 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 the Hammocks @ Orange Creek this 10<sup>th</sup> day of December, 2022.

MG CATTLE CO., LLC,  
a Florida limited liability company

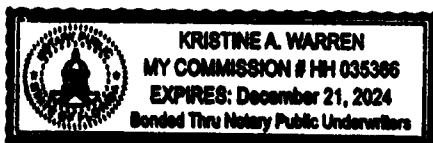
By

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 10<sup>th</sup> day of December, 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 10<sup>th</sup> day of December, 2022.



Kristine A. Warren

Kristine A. Warren (Print Name)

Notary Public, State of FL

My Commission Expires: 12/21/24

**EXHIBIT "A"**  
(Legal Description - Parent Parcel)

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 27, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 34, IN TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE N89°26'45"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 498.01 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°09'49"E, 1053 FEET, MORE OR LESS, TO A POINT ON THE THREAD OF ORANGE CREEK AND A POINT OF CONVENIENCE, HEREFTER CALLED POINT "2-A"; THENCE RETURN ALONG THE PREVIOUS COURSE AND DISTANCE TO THE POINT OF BEGINNING; THENCE N89°26'45"W, ALONG AFORESAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 818.85 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED S01°01'03"E, 1507.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF E. HIGHWAY NO. 318 (66 FEET WIDE); THENCE S61°40'37"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1380.52 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, PROCEED N14°26'01"W, 400.00 FEET TO A POINT ON THE WEST LINE OF AFORESAID NORTHEAST 1/4; THENCE N00°53'44"W, ALONG SAID WEST LINE, A DISTANCE OF 1787.43 FEET TO THE SOUTHWEST CORNER OF AFORESAID SOUTHEAST 1/4; THENCE N00°21'38"W, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 954 FEET, MORE OR LESS, TO A POINT ON AFORESAID THREAD OF ORANGE CREEK; THENCE EASTERLY ALONG SAID THREAD OF ORANGE CREEK TO AFOREMENTIONED POINT "2-A" FOR CLOSURE.

**EXHIBIT "B"**

(Common Easement – Legal Description)

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 11 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4; THENCE S01°01'03"E, ALONG THE EAST AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4; THENCE S01°01'03"E, ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1507.12 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST HIGHWAY No. 318 (66 FEET WIDE); THENCE DEPARTING SAID EAST LINE, PROCEED S61°40'37"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 67.52 FEET TO A POINT LYING 60 FEET WESTERLY, MEASURED AT RIGHT ANGLES, OF AFORESAID EAST LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, PROCEED N01°01'03"W, PARALLEL WITH SAID EAST LINE, 1562.95 FEET; THENCE S88°58'57"W, 45.33 FEET; THENCE N01°01'03"W, 40.00 FEET; THENCE N88°58'57"E, 45.33 FEET; THENCE N01°01'03"W, 60.15 FEET; THENCE N88°58'57"E, 60.00 FEET; THENCE S01°01'03"E, 125.00 FEET TO THE POINT OF BEGINNING.