

"SCHEDULE A" TO CONTRACT FOR SALE AND PURCHASE

Effective: July 2002

CONVEYANCE will be by Special Warranty Deed, subject to all restrictions, reservations, any outstanding mineral rights, easements and limitations of record, common to the subdivision, physically exist or as shown on the plat or survey thereof, including matters contained herein and attached. Grantee has made a personal inspection of the property and has had the opportunity to familiarize themselves(s) with all matters pertaining to the property as may affect their intended use. Buyer(s) accepts the property "as is", without warranty excepting matters of title. Grantor states under oath that this is not homestead property of the Grantor.

RESTRICTIONS: A copy of the Restrictions affecting the property recorded at O. R. Book 125 page 834, are attached. The provisions of these Covenants are in addition to and not in lieu of any present or future State, County, or other governmental policies or ordinances affecting land use and other matters. Purchaser should verify the latest information regarding restrictions on development, including flood information/elevations and permitting, camping and other matters before making plans for use of the property or signing this agreement. The Blue Springs Property Owners' Association, Inc. is inactive and has been administratively dissolved. The owners deriving use shall be responsible for the maintenance of any common facilities, areas or roadways not publicly maintained.

TAXES: The subdivision is not within a municipality, and is subject only to ad valorem taxes assessed by Madison County, Florida, whose approximate millage rate is 0.02. Florida law requires land to be assessed at its just value. Taxes on each parcel may be estimated by multiplying the millage rate by the assessment. The current year's taxes will not be prorated between the buyer and seller. The County and other governmental taxing authorities may impose impact fees and/or may impose special assessments from time to time for services such as recycling, garbage, landfill, fire and ambulance.

PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

PERSONAL INSPECTION AND ACKNOWLEDGEMENT: As evidenced by the signature(s) below, the purchaser(s) signify that they have personally inspected the parcel(s) being purchased prior to entering into this agreement. Additionally, the purchaser(s) have been provided the opportunity to review this agreement and the property plat(s), maps, including topographic data and inspect all parcel corners. The Buyer accepts the property "as is" without warranty, expressed or implied, except warranties of title as specifically set forth herein. Existing fences, trails, and roadways, may not necessarily conform with the legal description of purchaser's parcel(s) and conveyance will be subject to existing physical encroachments, if any. Any survey stakes or references proximate to the permanent ground markers can be damaged or lost. The purchaser(s) have been advised to remark all corners with their own permanent, easily recognizable markers (i.e. fenceposts). Before clearing or placing any improvements on the parcel(s), the purchaser(s) should resurvey the parcel(s) to verify the location of the parcel boundaries. Parcels may look similar and the purchaser(s) need to make sure they are on their parcel before doing any clearing or making any improvements. The property is located in an area of Florida that is associated with karst geological topography. Features of this topography often include springs and sinks. Known sinks and springs are located in the area and others may occur in the future. Radon is a naturally occurring radioactive gas that, when accumulated in a building insufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

FLOOD WARNING: The subdivision in which this property is located is within or nearby a flood prone area; lands in this area are known to have flooded in the past and recurrence of flooding can be expected in the future. Additional expenses for surveys, engineering, permits and special construction techniques are required when placing improvements in flood prone areas. The County Health Department, the County Office of Planning and Zoning and the Suwannee River Water Management District should be contacted to obtain the latest information regarding flood elevations and restrictions on development before making plans for the use of the property. Current HRS regulations require drain fields for traditional septic tanks to be above the 10 year flood elevation. Advanced treatment systems for lots of record currently can be utilized within the 10 year floodplain if approved by applicable governmental authority and provided the bottom of the drain field is at least 36 inches above the two (2) year floodplain. These systems require special equipment and permitting which add significantly to the overall cost of the system. In addition, annual operating permits and inspections may apply. Within the 10 year floodplain fill cannot be used to meet the minimum elevation requirements. Drain fields for both traditional and advanced treatment systems must be located 24 inches above the water table elevation at the wettest season of the year and be above 42 inches of suitable percolating soils. Regulations require all finished floor elevations to be a minimum of 1 foot above the 100 year flood elevation. The Buyer needs to independently verify that no changes have been made to the above as outlined. No guarantee is made that permits may be obtained now or in the future. It is recommended that the purchaser(s) immediately apply and obtain all desired permits for their intended use. Land parcels that have been combined, or grouped with others into parcels may not individually qualify for all permits. Any information or surveys including topographic information, two, ten and hundred year flood data and/or ground elevations on lot corners provided are believed to have been based on the National Geodetic Vertical Datum of 1929 (NGVD 29). Recent Vertical Datum reporting has been based on NAVD 88 which results in a reduction of 0.64 to 0.90 feet in the values used to represent the river levels. Utilizing the same datum results in no actual river level change only the value used to represent the level.

SPRINGS TRACT: The parcel south of Highway 6, on which Blue Springs is located, is owned by the State of Florida. Dates, times and rules of operation and charges are determined by the State or County. The Seller makes no warranties or representations regarding use of the Spring by Buyer.

IMPROVEMENTS: The initial survey of the property has been completed, any restaking or resurveying shall be the responsibility of the buyer. Obtaining any desired electric and telephone service through the appropriate utilities shall be the responsibility of each individual parcel owner. The owners deriving access and use to any private roads or common areas are responsible for all maintenance. Installation and maintenance of private wells, sewage systems and any required driveways or culverts shall be the responsibility of the individual property owner. No fill or obstruction of any nature shall be placed within any ditch, drainage system or roadway without appropriate prior approval. Contact the appropriate governmental agencies for the latest restrictions prior to any improvements, including any activities or alterations within, along or near any drainage ditches, streams, ponds, lakes, wetlands, flood prone areas, or other environmentally sensitive and/or regulated areas which may be located on and effect the use of the subject property.

BUYER'S RECEIPT AND ACKNOWLEDGEMENT

Date: BUYER: \_\_\_\_\_  
BUYER: \_\_\_\_\_

BUYER(S), AS EVIDENCED BY SIGNATURE ABOVE, ACKNOWLEDGES RECEIPT OF FLOOD INFORMATION OBTAINED FROM [www.SRWMDFLOODREPORT.com](http://www.SRWMDFLOODREPORT.com) AND THE ABOVE REFERENCED RECORDED RESTRICTIONS

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# EDGEWATER

**NOTE**

Current Suwannee River Water Management District Flood Data:

RIVER MILE	2 YEAR FLOOD	10 YEAR FLOOD	100 YEAR FLOOD
12	58' MSL	69' MSL	76' MSL
13	59' MSL	70' MSL	77' MSL
14	60' MSL	71' MSL	78' MSL
15	61' MSL	73' MSL	79' MSL

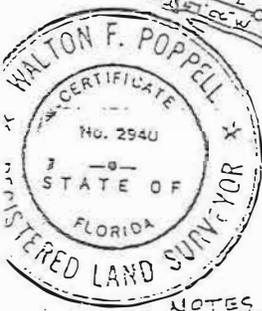
Drainfields for advanced treatment sewage systems must be at least 3' above the two (2) year flood plain.

Finished floors are required to be at least 1 foot above the 100 year floor elevation

Due to periodic flooding, access to and use of your property may be inhibited for extended periods of time.

X - Denotes Ground Elevation at Lot Corner

EXHIBIT "A" Continued



10 FOOT EASEMENT RESERVED FOR PUBLIC UTILITIES ON ALL LOT LINES.  
ROAD MAINTENANCE SHALL BE PROVIDED BY BLUE SPRINGS PROPERTY OWNERS ASSOCIATION. MADISON COUNTY SHALL NOT HAVE ROAD MAINTENANCE RESPONSIBILITY IN SUBDIVISION.

*Walton F. Poppell*  
WALTON F. POPPELL

WALTON F. POPPELL, INC.  
LAND SURVEYORS  
MADISON, FLORIDA  
DATE: 12/28/51 SCALE: 1" = 200'

BOOK 125 PAGE 851D

River-Mile 14.6 ±  
APPROXIMATE ORDINARY WATER LINE

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# Madison Blue

- Selected Custom Parcels
- Parcels Diocese Targeted
- Parcels Diocese Existing
- Parcels Diocese Surplus
- County Boundaries
- Parcel Outlines



MapWise 2019

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# TOPOGRAPHIC SURVEY

OF LOT 2, EDGEWATER AN UN-RECORDED SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN OR BOOK 125, PAGE 850 OF THE PUBLIC RECORDS OF MADISON COUNTY, FLORIDA

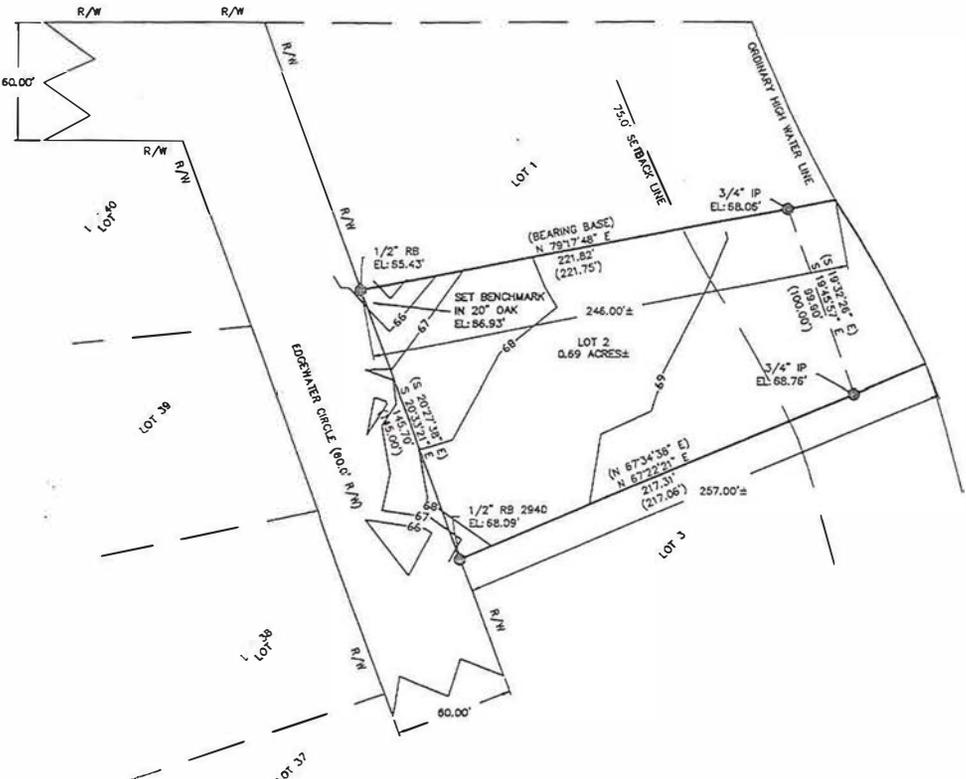
## GRAPHIC SCALE



( IN FEET )  
1 inch = 80 ft.



- FENCE
- MAIL & CAP
- FOUND 4x4 CONCRETE MONUMENT
- SET CONCRETE MONUMENT #2940
- SET 1/2" REBAR #2940
- FOUND 1/2" REBAR OR IRON PIPE
- D.O.T. = DEPARTMENT OF TRANSPORTATION
- DR = DRIVE
- D/W = DRIVE WAY
- FM = FIELD MEASURED
- FN = FOUND NAIL
- GM = GUY WIRE
- H/WL = HIGH WATER LINE
- LP = LIGHT POLE
- MSL = MEAN SEA LEVEL
- N&D = NAIL & DISK
- NOVD = NATIONAL GEODEIC VERTICAL DATUM
- OE = OVER HEAD ELECTRIC
- P = PLAT
- PAT = PATIO
- PB = PLAT BOOK
- OR = OFFICIAL RECORD
- EN = ENCROACHMENT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- P/O = POINT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- S/D = SUBDIVISION
- Δ = CENTRAL ANGLE
- R = RADIUS
- T = TANGENT
- L = LENGTH OF CURVE
- ( ) = DEED CALL
- R/W = RIGHT OF WAY
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE
- PE = POWER POLE
- SS = SEWERLINE PVC
- PL = PROPERTY LINE
- CL = CENTERLINE



FLOOD ELEVATION INFORMATION PROVIDED BY  
SUNNIMEE RIVER WATER MANAGEMENT DISTRICT

FLOOD INFORMATION  
NOTE: All elevations are in feet above mean sea level (MSL)

Flood Elevation Information for the	With Lacoochee	River
MSL	14	(MSL)
Elevation of the FLOOD OF RECORD	14	(MSL)
Elevation of the 100-YEAR FLOOD	14	(MSL)
Elevation of the 10-YEAR FLOOD	14	(MSL)
Elevation of the 2-YEAR FLOOD	14	(MSL)

It was determined from the information provided that this property (is) (is not) (in part) (is) located in a regulatory floodway zone.

ELEVATIONS BASED ON FLORIDA DOT BENCHMARK AT STATE ROAD No. 6 & WITHLACOOCHEE RIVER BASED ON M.S.L. (80.57)

4-116



NOTE: NOTHING LOCATED UNDERGROUND AND SURVEYPOINTS LOCATED

I hereby certify this to be a true and accurate representation of the property shown herein to the best of my knowledge and belief, and that this survey complies with the minimum technical standards as established in Rule 61G17-200, F.A.C.

*Walton F. Poppell* 7/30/02  
DATE

WALTON F. POPPELL, INC.  
LAND SURVEYORS



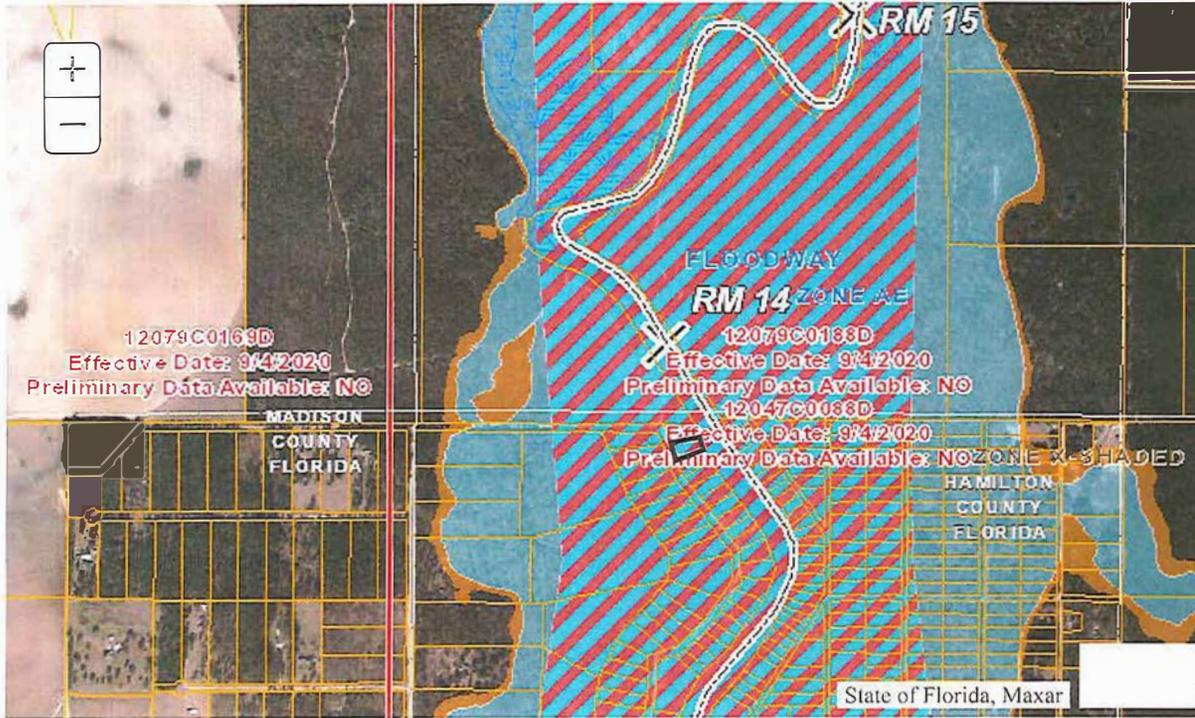
NOTE: NO TITLE OPINION OR ABSTRACT PROVIDED THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT COULD AFFECT THIS PROPERTY

FIELD DATE	7/10/02	SCALE: 1"=80'	PROJ. NEXT BASE: ST.
DRAWN DATE	7/22/02	P&S: BOB EAS	(800)975-2472
REVISION DATE		MADISON, FLORIDA 32340	FAX: (800)975-2472
		BOOK NUMBER: 214/46	DRAWN BY: RSH
			JOB NUMBER: 02-171

OF LOT 2, EDGEWATER AN UN-RECORDED SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN OR BOOK 125, PAGE 850 OF THE PUBLIC RECORDS OF MADISON COUNTY, FLORIDA

**EDGEWATER**

# EFFECTIVE FLOOD INFORMATION REPORT



## Location Information

County: **MADISON**  
 Parcel: **08-1N-11-6181-0ED-002**  
 Flood Zone: **AE FW**  
 Flood Risk: **HIGH**

1% Annual Chance Base Flood Elev\* **77.1 (feet)**  
 10% Annual Chance Flood Elev\* **70.4 (feet)**  
 50% Annual Chance Flood Elev\* **59 (feet)**

\* Flood Elevations shown on this report are in NAVD 88 and are derived from FEMA flood mapping products, rounded to the nearest tenth of a foot. For more information, please see the note below

## Legend with Flood Zone Designations

- 1% Flood - Floodway (High Risk)
- 1% Flood - Zone AE (High Risk)
- 1% Flood - Zone A (High Risk)
- 1% Flood - Zone VE (High Risk)
- 0.2% Flood-Shaded Zone X (Moderate Risk)
- Area Not Included
- SFHA Decrease
- SFHA Increase
- Depressions
- Base Flood Elevations (BFE)
- Cross Sections
- County Boundaries
- FIRM Panel Index
- Parcels
- River Marks
- Wetlands

## Supplemental Information

Watershed	Withlacoochee	Map Effective Date	9/4/2020	Special Flood Hazard Area	Yes
FIRM Panel(s)	12079C0188D				

Anywhere it can rain, it can flood  
 Know your risk.



[www.srwmdfloodreport.com](http://www.srwmdfloodreport.com)

The information herein represents the best available data as of the effective map date shown. The Federal Emergency Management Agency (FEMA) Flood Map Service Center ( <https://msc.fema.gov> ) maintains the database of Flood Insurance Studies and Digital Flood Insurance Rate Maps, as well as additional information such as how the Base Flood Elevations (BFEs) and/or floodways have been determined and previously issued Letters of Map Change. Requests to revise flood information may be provided to the District during the community review period on preliminary maps, or through the appropriate process with FEMA [Change Your Flood Zone Designation](https://www.floodsmart.com) | [FEMA.gov](https://www.floodsmart.com). Information about flood insurance may be obtained at (<https://www.floodsmart.com>)

### **Base Flood Elevation (BFE)**

The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

### **A**

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.

### **AE, A1-A30**

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

### **AH**

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of ponding with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

### **AO**

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of sheet flow on sloping terrain with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

### **Supplemental Information:**

10%-chance flood elevations (10-year flood-risk elevations) and 50%-chance flood elevations (2-year flood-risk elevations), are calculated during detailed flooding studies but are not shown on FEMA Digital Flood Insurance Rate Maps (FIRMs). They have been provided as supplemental information in

### **AE FW (FLOODWAYS)**

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood (1% annual chance flood event). The floodway must be kept open so that flood water can proceed downstream and not be obstructed or diverted onto other properties.

Please note, if you develop within the regulatory floodway, you will need to contact your Local Government and the Suwannee River Water Management District prior to commencing with the activity. Please contact the District at 800.226.1066.

### **VE**

Areas with a 1% annual chance of flooding over the life of a 30-year mortgage with additional hazards due to storm-induced velocity wave action. Base Flood Elevations (BFEs) derived from detailed analyses.

### **X 0.2 PCT (X Shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD)**

Same as Zone X; however, detailed studies have been performed, and the area has been determined to be within the 0.2 percent annual chance floodplain (also known as the 500-year flood zone). Insurance purchase is not required in this zone but is available at a reduced rate and is recommended.

### **X**

All areas outside the 1-percent annual chance floodplain are Zone X. This includes areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.

### **LINKS**

#### **FEMA:**

<http://www.fema.gov>

#### **SRWMD:**

<http://www.srwmd.state.fl.us>

### **CONTACT**

SRWMD  
9225 County Road 49  
Live Oak, FL 32060

(386) 362-1001

Toll Free:  
(800) 226-1066

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

BOOK 125 PAGE 834

That this Declaration of Restrictions and Protective Covenants is made and entered into this 9th day of June, 1981, by WITHLACOCHEE LAND & TIMBER, INC., a Florida corporation, hereinafter referred to as the "Developer".

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property in Madison County, Florida, which is more particularly described as:

(See Exhibit "A" attached hereto and made a part hereof);  
and

NOW, THEREFORE, the Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Blue Springs Property Owners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.

Section 4. "Common Areas" shall mean all real properties owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties.

Section 6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

Section 7. "Developer" shall mean and refer to MADISON BLUE, INC., its heirs, successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas and the right to ingress and egress over all private roads within the properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas or properties owned or maintained by the Association and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) the right of the Association to dedicate or transfer all or any part of the Common Areas or private roads to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas or private roads to the members of his family, his tenants, his guests or contract purchasers who reside on the property.

### ARTICLE III

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#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member(s) shall be the Developer and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and become converted to Class A membership within one year after the date of sale and transfer of title to the first lot. The Developer shall within one year from the date of the sale of the first lot relinquish voting control of the Association regardless of the number of lots then owned by the Developer. Provided, however, from and after one year from the date of sale of the first lot and until December 31, 1983, or until the Developer has sold 75% of the lots, whichever shall first occur, the Developer shall retain the right to cast 49% of the total votes outstanding. During such time the lot owners shall be entitled only to cast 51% of the total votes outstanding. From and after December 31, 1983, or the date on which the Developer shall have sold 75% of the lots, whichever shall first occur, the lot owners and Developer, respectively, shall be entitled to one vote for each lot owned.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned within the properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein-

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after provided. The annual and special assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest costs shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

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**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the private roads and Common Areas situated on the properties, including, but not limited to:

(a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.

(b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices;

(c) Management, maintenance, improvement and beautification of all roads, parks, lakes, ponds, buffer strips, recreation areas and facilities.

(d) Doing any other thing necessary or desirable, in the judgment of the said Association, to keep the properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards, which, in the judgment of the said Association, may be of general benefit to the owners or occupants of lands included in the development.

(e) Repayment of funds and interest thereon, borrowed by the Association.

**Section 3. Maximum Annual Assessment.** Until January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be twenty-five dollars (\$25.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of maximum.

**Section 4. Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or private roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis.

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Section 7. Date of Commencement of Annual Assessments; Due

Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to the owner or the sale of the first lot under agreement for deed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida law. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or roads or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE V

### RESTRICTIVE COVENANTS

A. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than 720 square feet. Mobile homes shall be allowed providing they are new (first time set up) when placed on the lot and meet size requirements of 720 square feet. All mobile homes must be underskirted and set up and maintained in a neat and orderly fashion. Prior to construction or set up of any dwelling the owner must receive written authorization of compliance from the Developer or his agent. The Developer must respond within 30 days of this written request for approval, or else said approval shall be deemed to be granted.

B. Trash, junk, garbage and abandoned automobiles shall be removed by the Developer from any lot at the expense of the Owner, if such is not removed by the owner within thirty (30) days of mailing of written notice by the Developer, mailed to owner by certified or registered mail.

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C. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently, but may be used temporarily; however, an Owner with a permanent dwelling on his lot may maintain or park a travel trailer or motor home on his land.

D. No trade or business, nor any noxious or offensive activity shall be carried on upon the lots which may be or may become an annoyance or nuisance to the Owners of the properties.

E. Animals, whether by actions or number, shall not create a nuisance to the Owners or neighbors in the development.

F. No hunting or discharge of firearms shall be permitted upon the properties.

G. Portions of the properties are in a flood prone area. It is suggested that all permanent structures be built above the record high water mark as determined in April, 1973.

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H. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the Owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

I. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

#### ARTICLE VI

##### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Madison County, Florida, and has been hereinbefore described.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental Declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights or members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lands or properties covered hereby.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition shall revoke or diminish the rights of the owners of the properties to the utilization of the common property and private roads as established hereunder, except to grant to the owners of the properties

being added the right to use the common properties and private roads as established hereunder.

ARTICLE VII

AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole rights to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein.

ARTICLE VIII

ADDITIONAL COVENANTS AND RESTRICTIONS

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No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed this Declaration this 9 day of June, 1981.

WITNESSES:

WITHLACOCHEE LAND & TIMBER, INC.

[Signature]

Marina A. Blair

By: James T. Sullivan Jr.  
As President

ATTEST: Elizabeth B. Sullivan  
As Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Madison

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgements, personally appeared James T. Sullivan Jr. and Elizabeth B. Sullivan well known to me to be the President and Secretary, respectively of the corporation executing the Declaration of Restrictions and Protective Covenants described in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses

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freely and voluntarily under authority duly vested in them by said corporation  
and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 9<sup>th</sup>  
day of June, 1981.

Martha A. Blair  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 30, 1984  
Bank of Third Troy Fair Insurance Inc.



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LEGAL DESCRIPTION OF EDGEWATER SUBDIVISION

Commence at the Northwest corner of Section 8, Township 1 North, Range 11 East, Madison County, Florida, and run South 89° 53' 45" East 1331.07 feet to the POINT OF BEGINNING, from said POINT OF BEGINNING, continue South 89° 53' 45" East 725.71 feet to a concrete monument, continue thence South 89° 53' 45" East 15 feet, more or less, to the approximate ordinary high water line of the Withlacoochee River, thence Southeasterly and Southwesterly along said river 2598 feet, more or less, thence leaving said river, run North 80° 58' 42" West 15 feet, more or less, to a concrete monument, continue thence North 80° 58' 42" West 652.78 feet, thence North 08° 14' 24" East 175.0 feet, thence North 24° 39' 29" East 376.32 feet, thence North 41° 23' 05" East 530.42 feet, thence North 01° 39' 08" East 189.98 feet, thence North 36° 29' 04" West 530.0 feet, thence North 22° 31' 09" West 599.65 feet to the Point of Beginning.

LEGAL DESCRIPTIONS OF ALL INDIVIDUAL LOTS IN THE SUBDIVISION ARE SET FORTH ON THE FOLLOWING PAGES (EXHIBIT "A" CONTINUED)

DESCRIPTIONS (Edgewater Subdivision)  
lot lines subject to a 10 foot public utilities easement.

Lot 1

Commence at the Northwest corner of Section 8, Township 1 North; Range 11 East, Madison County, Florida, and run thence South  $89^{\circ} 53' 45''$  East 1821.65' to the POINT OF BEGINNING, from said POINT OF BEGINNING continue South  $89^{\circ} 53' 45''$  East 235.13' to a concrete monument, continue thence South  $89^{\circ} 53' 45''$  East 15'  $\pm$  to the approximate ordinary high water line of the Withlacoochee River, thence Southeasterly along said river 100'  $\pm$ , thence leaving said river, run South  $79^{\circ} 17' 48''$  West 25'  $\pm$  to an iron pipe, continue thence South  $79^{\circ} 17' 48''$  West 221.75' to the East side of a 60' roadway, thence North  $20^{\circ} 27' 38''$  West along said roadway 145.0' to the POINT OF BEGINNING.

Lot 2

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Commence at the Northwest corner of Section 8, Township 1 North; Range 11 East, Madison County, Florida, and run thence South  $89^{\circ} 53' 45''$  East 1821.65' to the East side of a 60' roadway, thence South  $20^{\circ} 27' 38''$  East along said roadway 145.0' to the POINT OF BEGINNING, from said POINT OF BEGINNING and leaving said roadway, run North  $79^{\circ} 17' 48''$  East 221.75' to an iron pipe, continue thence North  $79^{\circ} 17' 48''$  East 25'  $\pm$  to the approximate ordinary high water line of the Withlacoochee River, thence Southeasterly along said river 100'  $\pm$ , thence leaving said river, run South  $67^{\circ} 34' 38''$  West 40'  $\pm$  to an iron pipe, continue thence South  $67^{\circ} 34' 38''$  West 217.06' to the East side of a 60' roadway, thence North  $20^{\circ} 27' 38''$  West along said roadway 145.0' to the POINT OF BEGINNING.

Lot 3

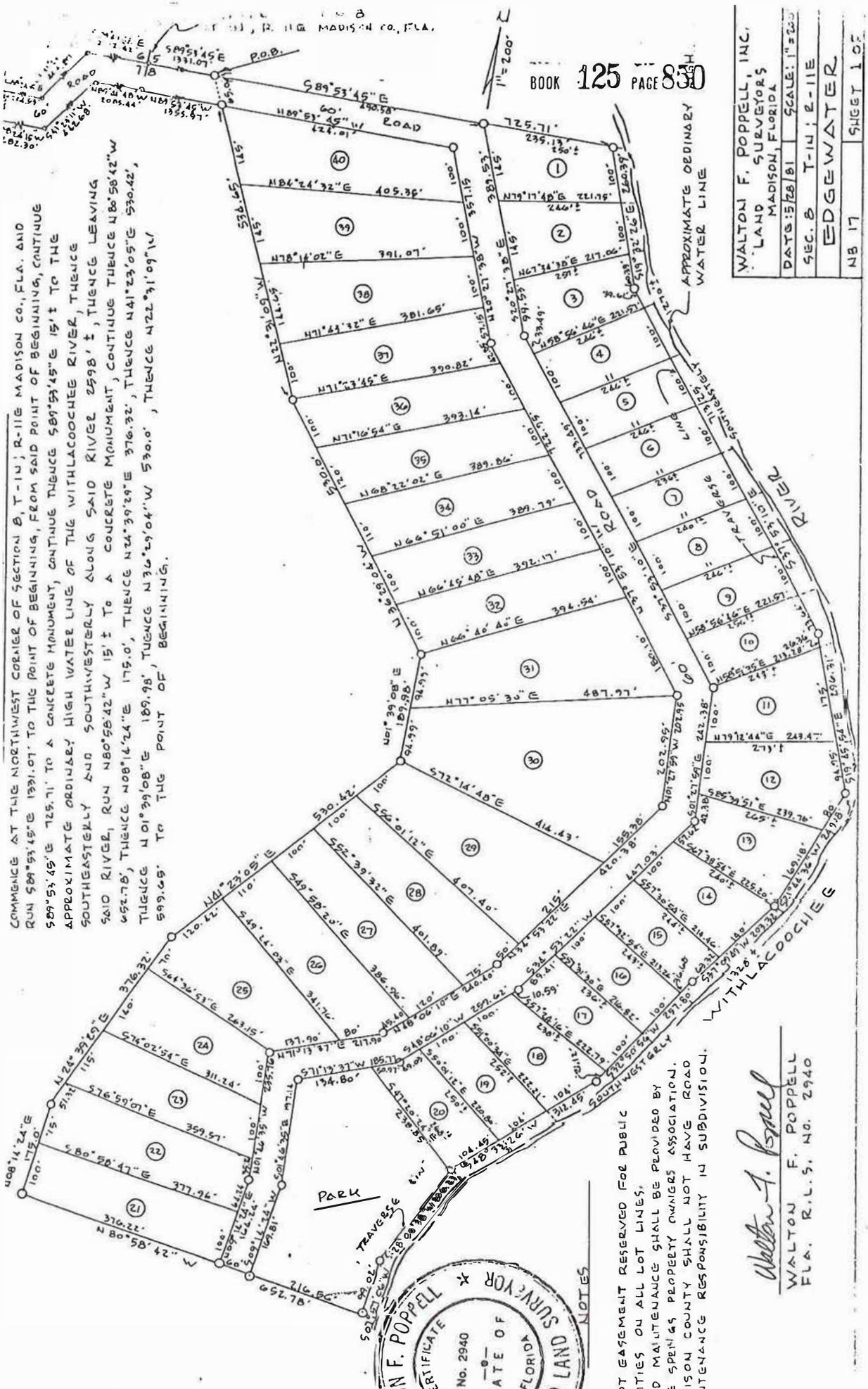
Commence at the Northwest corner of Section 8, Township 1 North; Range 11 East, Madison County, Florida, and run thence South  $89^{\circ} 53' 45''$  East 1821.65' to the East side of a 60' roadway, thence South  $20^{\circ} 27' 38''$  East along said roadway 290.0' to the POINT OF BEGINNING, from said POINT OF BEGINNING and leaving said roadway, run North  $67^{\circ} 34' 38''$  East 217.06' to an iron pipe, continue thence North  $67^{\circ} 34' 38''$  East 40'  $\pm$  to the approximate ordinary high water line of the Withlacoochee River, thence Southeasterly along said river 100'  $\pm$ , thence leaving said river run South  $58^{\circ} 56' 46''$  West 25'  $\pm$  to an iron pipe, continue thence South  $58^{\circ} 56' 46''$  West 221.57' to the East side of a 60' roadway, thence North  $37^{\circ} 53' 10''$  West along said road 33.49', thence North  $20^{\circ} 27' 38''$  West 99.53' to the POINT OF BEGINNING.

Lot 4

Commence at the Northwest corner of Section 8, Township 1 North; Range 11 East, Madison County, Florida, and run thence South  $89^{\circ} 53' 45''$  East 1821.65' to the East side of a 60' roadway, thence South  $20^{\circ} 27' 38''$  East along said roadway 389.53', thence South  $37^{\circ} 53' 10''$  East 33.49' to the POINT OF BEGINNING, from said POINT OF BEGINNING and leaving said roadway run North  $58^{\circ} 56' 46''$  East 221.57' to an iron pipe, continue thence North  $58^{\circ} 56' 46''$  East 25'  $\pm$  to the approximate ordinary high water line of the Withlacoochee River, thence Southeasterly along said river 100'  $\pm$ , thence leaving said river run South  $58^{\circ} 56' 46''$  West 25'  $\pm$  to an iron pipe, continue thence South  $58^{\circ} 56' 46''$  West 221.57' to the East side of a 60' roadway, thence North  $37^{\circ} 53' 10''$  West along said roadway 100' to the POINT OF BEGINNING.

Lot 5

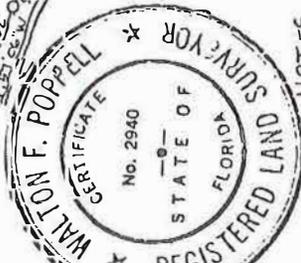
Commence at the Northwest corner of Section 8, Township 1 North; Range 11 East, Madison County, Florida, and run thence South  $89^{\circ} 53' 45''$  East 1821.65' to the East side of a 60' roadway, thence South  $20^{\circ} 27' 38''$  East along said roadway 389.53', thence South  $37^{\circ} 53' 10''$  East 133.49' to the POINT OF BEGINNING, from said POINT OF BEGINNING and leaving said roadway, run North  $58^{\circ} 56' 46''$  East 221.57' to an iron pipe, continue thence North  $58^{\circ} 56' 46''$  East 25'  $\pm$  to the approximate ordinary high water line of the Withlacoochee River, thence Southeasterly along said river 100'  $\pm$ , thence leaving said river run South  $58^{\circ} 56' 46''$  West 25'  $\pm$  to an iron pipe, continue thence South  $58^{\circ} 56' 46''$  West 221.57' to the East side of a 60' roadway, thence North  $37^{\circ} 53' 10''$  West along said roadway 100' to the POINT OF BEGINNING.



COMMENCE AT THE NORTHWEST CORNER OF SECTION B, T-11, R-11E MADISON CO., FLA. AND RUN  $S89^{\circ}53'45''E$   $1331.07'$  TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING, CONTINUE  $S89^{\circ}53'45''E$   $725.71'$  TO A CONCRETE MONUMENT, CONTINUE THENCE  $S89^{\circ}53'45''E$   $151'$  TO THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE WILHACOCHEE RIVER, THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID RIVER  $2598'$ , THENCE LEAVING SAID RIVER, RUN  $N80^{\circ}58'42''W$   $151'$  TO A CONCRETE MONUMENT, CONTINUE THENCE  $N80^{\circ}58'42''W$   $652.78'$ , THENCE  $N08^{\circ}14'24''E$   $175.0'$ , THENCE  $N24^{\circ}39'29''E$   $376.32'$ , THENCE  $N41^{\circ}23'05''E$   $530.42'$ , THENCE  $N01^{\circ}39'08''E$   $189.98'$ , THENCE  $N36^{\circ}29'04''W$   $530.0'$ , THENCE  $N22^{\circ}31'09''W$   $599.69'$  TO THE POINT OF BEGINNING.

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WALTON F. POPPELL, INC. LAND SURVEYORS MADISON, FLORIDA	
DATE: 5/28/81	SCALE: 1" = 200'
SEC. 8 T-11, R-11E	
EDGEWATER	
NB 17 SHEET 1 OF 2	



NOTES

- 10 FOOT EASEMENT RESERVED FOR PUBLIC UTILITIES ON ALL LOT LINES.
- ROAD MAINTENANCE SHALL BE PROVIDED BY BLUE SPRINGS PROPERTY OWNERS ASSOCIATION.
- MADISON COUNTY SHALL NOT HAVE ROAD MAINTENANCE RESPONSIBILITY IN SUBDIVISION.

*Walter A. Poppell*  
WALTON F. POPPELL  
FLA. R.L.S. NO. 2940

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