

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, CONTEXT DEVELOPMENT CO., a Delaware corporation is the owner in fee simple title of the following described lands situate in Citrus County, Florida:

The N W 1/4 of the S W 1/4, and the South 50' of the S W 1/4 of the N E 1/4 of the S W 1/4 and the West 25' of the South 50' of the S W 1/4 of the S E 1/4 of the N E 1/4 of the S W 1/4, all in Section 36, Township 17 South, Range 17 East, and being known as Mini Farms Unit 14,

See EASEMENT Dedication BK 530, Page 589

WHEREAS, the said lands are to be subdivided into approximately two and one-half acre tracts; and

WHEREAS, it is desired to restrict all parcels of land hereafter conveyed by CONTEXT DEVELOPMENT CO., a Delaware corporation, with respect to providing the maintenance and drainage of the roadway network located over and across the easement areas to which each parcel shall be subjected, as well as to provide for the maintenance and drainage of connecting roads for ingress and egress which may traverse third party lands; and

WHEREAS, it is desirable to provide funds for the maintenance and drainage applicable to said roadway system for the benefit of all owners of parcels of land in the above described property as well as other lands owned by CONTEXT DEVELOPMENT CO. which may be similarly subdivided and which lie in Citrus County, Florida, whether contiguous to the above described lands or not and which lands shall be encumbered by a similar set of Restrictive Covenants as herein provided;

NOW, THEREFORE, the following Restrictive Covenants are hereby established, declared and prescribed:

1. MEANING OF THE TERMS AS USED HEREIN

A. "GRANTOR" shall mean CONTEXT DEVELOPMENT CO., a Delaware corporation, its successors and assigns.

B. "GRANTEE" shall mean the person or entity to whom the Grantor first conveys the parcel of land in the above described area, his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns; and all persons or concerns claiming by, through or under such Grantee.

C. "PARCEL OF LAND" shall mean an unrecorded subdivision of acreage tracts located within the lands above described.

2. Each parcel of land conveyed by the Grantor to a Grantee shall be subject to an easement area within which a road right-of-way is located, which easement area has been dedicated by the Grantor for the benefit not only of the Grantee but for the general benefit of the public, for purposes of ingress and egress. Said easement shall be described in each Deed of Conveyance from the Grantor.

3. A roadway does now exist over and across a portion of the said easement area and in some cases the roadway, in order to provide access to public roads, traverses third party lands. That in order to maintain the said roads or roadways and connecting roads, and to provide for the maintenance of necessary drainage within the easement area, all parcels of land hereafter conveyed by the Grantor are hereby subject to an annual assessment commencing in the year 1977, which assessment shall be secured by a lien upon the said parcel of land until the same is paid.

4. Until December 31, 1980, the annual assessment shall not exceed \$.08 per front foot (or fraction thereof) of each parcel of land per year for such maintenance. The front footage of each parcel of land shall be deemed to be the shortest dimension that each parcel faces on a road. (In the case of a parcel of land which fronts on two roads, such parcel shall be subject to only one assessment based on the shortest dimension of one frontage as aforesaid). Lands owned by the Grantor shall have the same rights and shall be subject to the same annual assessments as the Grantees or the Grantors for all parcels to which it holds title.

5. All assessments shall be payable within thirty (30) days of notice and billing of such assessment and which assessment shall be and constitute a lien upon each parcel of land until paid and if not paid within thirty (30) days of such notice of assessment, shall bear interest at the rate of nine (9%) per cent per annum until paid.

6. After December 31, 1980, all such assessments shall be calculated on a cost basis and such cost basis shall be utilized for the payment of road maintenance and necessary drainage applicable thereto and for the purpose of maintaining Mini-Farms Property Owners' Association, Inc., as hereafter referred to and not otherwise.

7. All assessments for the purposes as herein set forth shall be declared and paid to and disbursed by Mini-Farms Property Owners' Association, Inc., at its offices, from time to time, but now located at 3010 Coral Way, Miami, Florida. Such annual assessment may on or after December 31, 1980, be adjusted from year to year by the said Association as the need for maintenance of the roads and the necessary drainage applicable thereto, may in the judgment of the Board of Directors of the said Association require. All such assessments shall be apportioned among the several parcels of land in the area known as Mini-Farms on the basis as described in Paragraphs 4, 5 and 6.

8. The Grantor does hereby transfer and convey to Mini-Farms Property Owners' Association, Inc., all its right, title, control and interest in and to this Declaration of Restrictive Covenants, which covenants hereby granted shall (unless terminated as hereafter provided) be and remain as covenants running with each parcel of land.

9. Subsequent to December 31, 1980, the judgment of the Board of Directors of Mini-Farms Property Owners' Association, Inc., in the budgeting, assessment and expenditure of the said maintenance funds to cover the payment of road maintenance and necessary drainage applicable thereto and to maintain the corporate existence of Mini-Farms Property Owners' Association, Inc., shall be final. The said Board of Directors shall have sole power and authority to interpret and enforce the Restrictive Covenants herein set forth as the same shall be applicable to all parcels of land.

10. All Grantees as herein defined, by the delivery and acceptance of a Deed subject to these Restrictive Covenants, agree to be and shall at all times hereafter be a member of Mini-Farms Property Owners' Association, Inc., and shall be possessed of all the rights, privileges and obligations of such membership.

11. Anything herein to the contrary notwithstanding, the Grantor further provides that at any time after the date hereof as to easement areas, roadways and drainage applicable thereto shall be maintained by a public authority at public expense, then this Declaration of Restrictive Covenants and each provision hereof (applicable to such publicly maintained road right-of-way) shall be terminated and extinguished by the filing of record of a Notice of Termination of Restrictive Covenants designating the applicable areas by the officers or Board of Directors of Mini-Farms Property Owners' Association, Inc.

12. The foregoing Restrictive Covenants shall be applicable to all parcels of land located within the property hereinabove described and shall run with the land for thirty (30) years from date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned Grantor has caused these presents to be signed in its name by its proper officers, and its Corporate Seal to be affixed, attested by its Asst. Sec. this 25th day of January, 19 79.

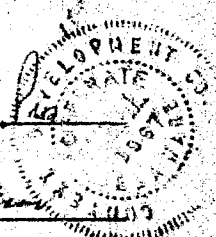
WITNESSES:

CONTEXT DEVELOPMENT CO.

BY:

Attest:

Neves Blanco

William M. Porter
James C. Davis


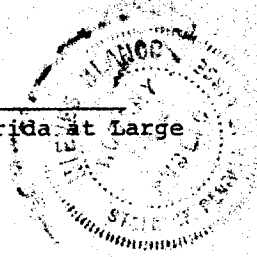
STATE OF FLORIDA)

COUNTY OF DADE)

I HEREBY CERTIFY, that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William M Porter and James C Davis, well known to me to be the President and Asst. Secretary, respectively, of CONTEXT DEVELOPMENT CO., a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of January, 19 79.

Neves Blanco
Notary Public, State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES AUG. 14 1980
BOND \$10,000 GENERAL INS. UNDERWRITERS

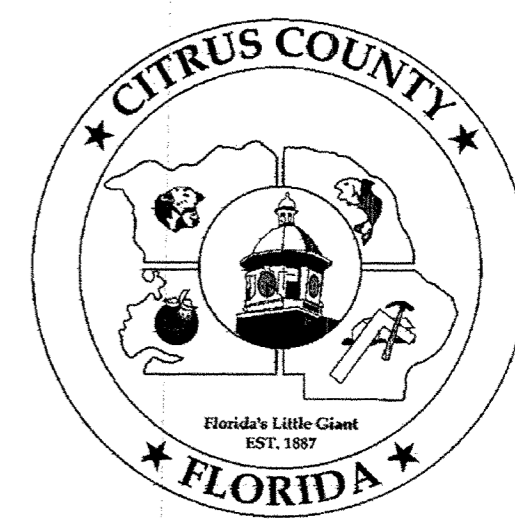
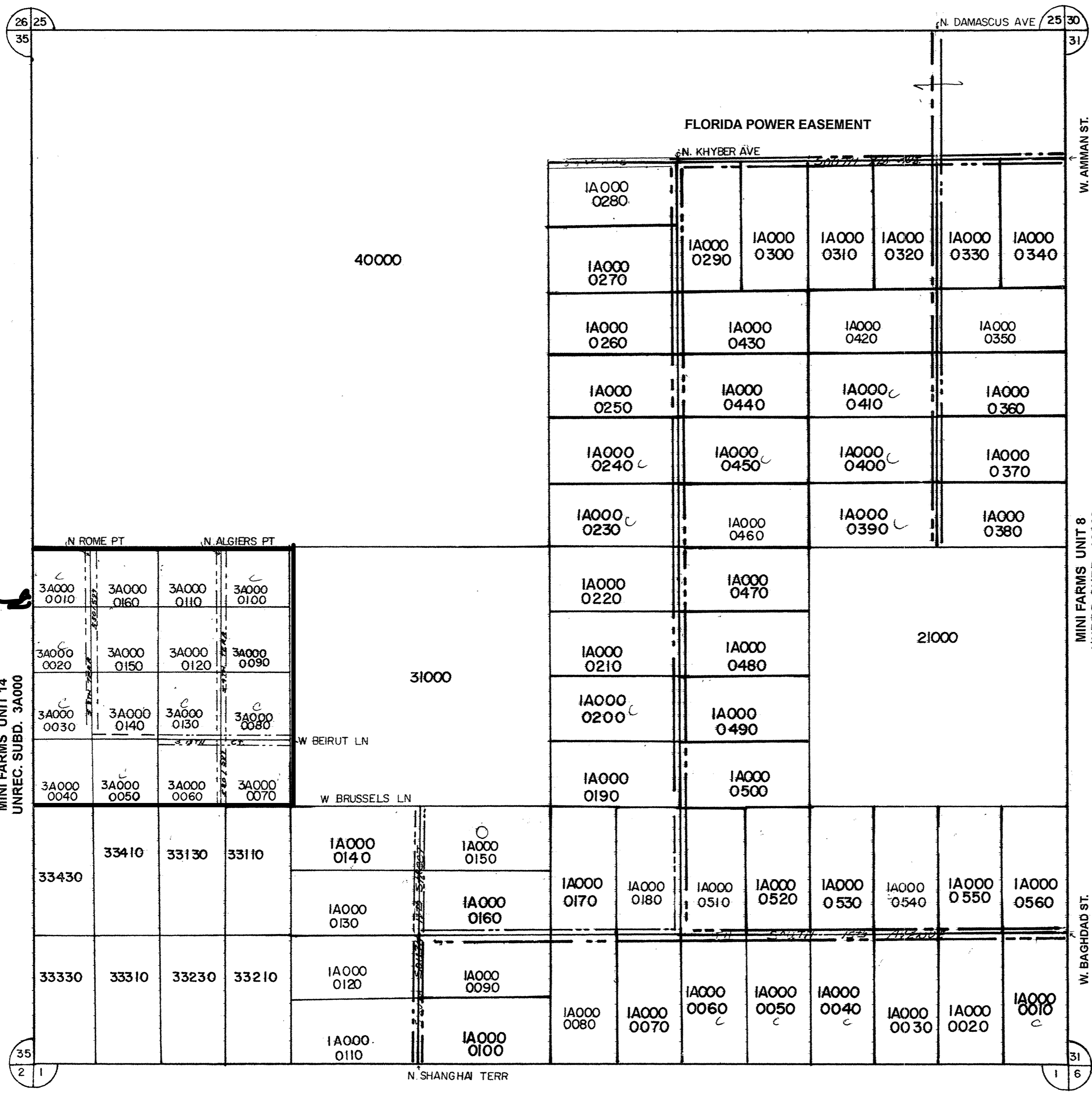
FILE NO. 221362

FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT GARDNER, CLERK

'79 JAN 26 PM 3 04

VERIFIED BY:

D.C.



LAND DEVELOPMENT CODE ATLAS

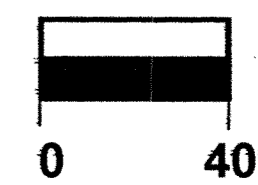
O: 02/20/2002

SECTION	36
TOWNSHIP	17
RANGE	17
QUARTER	FULL SECTION
AERIAL NO.	67D
MAP NO.	158

NORTH



GRAPHIC SCALE



This map was prepared by the Department of Development Services, Community Development Division using available tax maps from the Citrus County Property Appraiser's office to create a base map. The purpose of this map is to convey land use and zoning information pursuant to ordinance 90-14 as amended. Information regarding property ownership and recognition of individual lots or lot boundaries is subject to verification and this map should not be relied upon for this purpose.

Community Development Division
Planning for the Future

Revised 02-26-2002