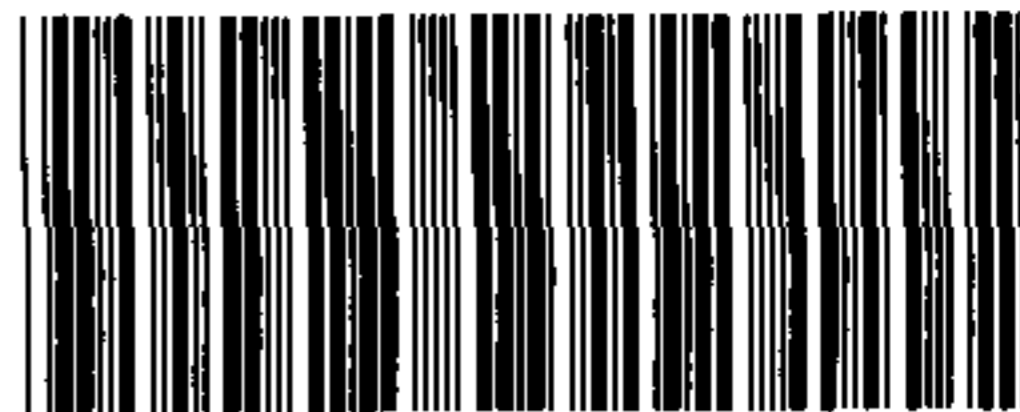


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Adv. Hurd  
Circuit  
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DECLARATION OF RESTRICTIVE COVENANTS

OF WINDBREAK ACRES

AN UNRECORDED SUBDIVISION IN SECTION 19

TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, CHRISTOPHER P. NIELSEN is the owner in fee simply of the following described lands situate in Citrus County, Florida:

Lot 1: The South 132 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.00 feet thereof. Subject to an easement across the West 25.0 feet thereof.

Lot 2: The North 132.0 feet of the South 264 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an easement across the West 25 feet thereof.

Lot 3: The North 132 feet of the South 396 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an easement across the West 25.0 feet thereof.

Lot 4: The North 132 feet of the South 528.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an easement across the West 25.0 feet thereof.

Lot 5: The North 132 feet of the South 660.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an easement across the West 25 feet thereof.

Lot 6: The North 132 feet of the South 792 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an easement across the West 25.0 feet thereof.

Lot 7: The North 132 feet of the South 924 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an easement across the West 25.0 feet thereof.

Lot 8: The North 132 feet of the South 1056 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an Easement across the West 25.0 feet thereof.

Lot 9: The North 132 feet of the South 1188 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the West 330.0 feet thereof. Subject to an easement across the West 25 feet thereof.

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$19.50  
# 2003019365 BK: 1588 PG: 539-542  
04/03/2003 02:38 PM 4 PGS  
ANELSON, DC Receipt #011613

Lot 10: The E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, township 17 South, Range 18 East. Less the West 330.0 feet thereof and less the South 1188.0 feet thereof.

Lot 11: The West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Less the South 1188 feet thereof. Subject to an easement across the East 25.0 feet thereof.

Lot 12: The North 132 feet of the South 1188.0 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the East 25.0 feet thereof.

Lot 13: The North 132 feet of the South 1056 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the East 25.0 feet thereof.

Lot 14: The North 132 feet of the South 924 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the East 25.0 feet thereof.

Lot 15: The North 132.0 feet of the South 792 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the South 25.0 feet and the East 25.0 feet thereof.

Lot 16: The North 132.0 feet of the South 660.0 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the East 15.0 feet and the North 25.0 feet thereof.

Lot 17: The North 132.0 feet of the South 528.0 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the East 25 feet thereof.

Lot 18: The North 132.0 feet of the South 396 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the East 25.0 feet thereof.

Lot 19: The North 132.0 feet of the South 264.0 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the West 25 feet thereof.

Lot 20: The South 132.0 feet of the West 330.0 feet of the E 1/2 of the NE 1/4 of the NW 1/4 of Section 19, Township 17 South, Range 18 East. Subject to an easement across the East 25.0 feet thereof.

AND

The North 50 feet of Lot 63, MINI FARMS, Unit 11, being further described as follows: The North 50 feet of the NW 1/4 of the SW 1/4 of the NW 1/4 of the NE 1/4 of Section 19, Township 17 South, Range 18 East, Citrus County, Florida. Subject to a 25.0 foot road easement along the East boundary thereof.

ALL LYING IN CITRUS COUNTY, FLORIDA.

WHEREAS, it is desired to restrict all parcels of land here after conveyed by CHRISTOPHER P. NIELSEN, 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, when contiguous to the above described lands only and which lands shall be encumbered by a similar set or Restrictive Covenants as herein provided;

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

1. MEANING OF THE TERMS AS USED HEREIN

A. "GRANTOR" shall mean CHRISTOPHER P. NIELSEN, his successors and assigns.

B. "GRANTEE" shall mean the person or entity to whom the Grantor first conveys the parcel or 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. Any lands conveyed by Grantor to a Grantee as described in the preceding paragraph shall not be further subdivided.

D. "LOT" shall mean any parcel of land included in any Deed, Contract, Assignment or other conveyance from any Grantor to any Grantee. Should any lot or parcel of land be divided, each divided tract shall be required to pay an annual assessment.

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 2003 which assessment shall be secured by a lien upon the said parcel of land until the same is paid.

4. Each lot in the subdivision known as Windbreak Acres shall be subject to an annual assessment to be made by Mini Farms Property Owners' Association, Inc. The Board of Directors shall make a determination as to the average assessment being paid by all property owners in Context Mini Farms and each lot in Windbreak Acres shall be subject to an annual assessment based on that average. As to all lots owned by Christopher P. Nielsen, the annual assessment shall be 0 per lot for the 2003 calendar year until said lots are sold to another individual or entity.

5. All assessments shall be payable within thirty (30) days of notice and billing of such assessment and which assessment shall 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 ten (10) percent per annum until paid.

6. After March 12, 2003, 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 not located at P.O. Box 1289, Crystal River, FL 32629. Such annual assessment may on or after March 12, 2003, 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 assessment shall be apportioned among the several parcels of land in the area known as Windbreak Acres 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 his 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 March 12, 2003, 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 therein 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 the 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 Owner's Association, Inc.

12. The foregoing Restrictive Covenants shall be applicable to all parcels of land located within property hereinabove described.

IN WITNESS WHEREOF, the undersigned Grantor has caused these presents to be signed this 13<sup>th</sup> day of MARCH, 2003.

Signed in the presence of:

Shari J. Justice  
SHARI JUSTICE  
Lisa Olson  
LISA OLSON  
STATE OF FLORIDA

Christopher P. Nielsen  
Christopher P. Nielsen

COUNTY OF CITRUS

I HEREBY CERTIFY, that on this day before me, an office duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, CHRISTOPHER P. NIELSEN, well known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 13 day of March, 2003.



Shari J. Justice  
NOTARY PUBLIC  
SHARI JUSTICE

My commission expires: