

10/10/79
PREPARED BY
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AMENDED
DECLARATION OF RESTRICTIVE COVENANTS
OF MEYER'S SQUARE

AN UNRECORDED SUBDIVISION IN SECTION 19,
TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, RICHARD J. MEYER is the owner in fee simply of the following described lands situate in Citrus County, Florida:

A subdivision of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 17 South, Range 18 East, AND The East 50' of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 17 South, Range 18 East, LESS The South 25 feet thereof, Citrus County, Florida.

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

WHEREAS, it is desired to restrict all parcels of land hereafter conveyed by RICHARD J. MEYER, 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 RICHARD J. MEYER, 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

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by the Grantor are hereby subject to an annual assessment commencing in the year 1982, 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 Meyer's Square 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 Meyer's Square shall be subject to an annual assessment based on that average. As to all lots owned by Richard J. Meyer, the annual assessment shall be \$10.00 per lot for the 1982 calendar year, \$20.00 per lot for the 1983 calendar year and \$30.00 per lot for the 1984 calendar year. The reduced assessment shall apply only for lots that are owned by Richard J. Meyer and shall not apply to any subsequent owner. Lands owned by the Grantor shall have the same rights and shall be subject to the same annual assessments as the Grantees and 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 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 December 31, 1981, 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, Florida 32629. Such annual assessment may on or after December 31, 1981, 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 Meyer's Square 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 December 31, 1981, 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 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

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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 property hereinabove described.

IN WITNESS WHEREOF, the undersigned Grantor has caused these presents to be signed this 22nd day of March, 1982.

Signed in the presence of:

[Handwritten Signature]

[Handwritten Signature]
RICHARD J. MEYER

[Handwritten Signature]

STATE OF FLORIDA

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, RICHARD J. MEYER, 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 22nd day of March, 1982.

[Handwritten Signature]
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1982
BONDED THIRD GENERAL INS.

FILE NO. 319167

FILE NO. 319167
CITRUS COUNTY
MAR 23 1982

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