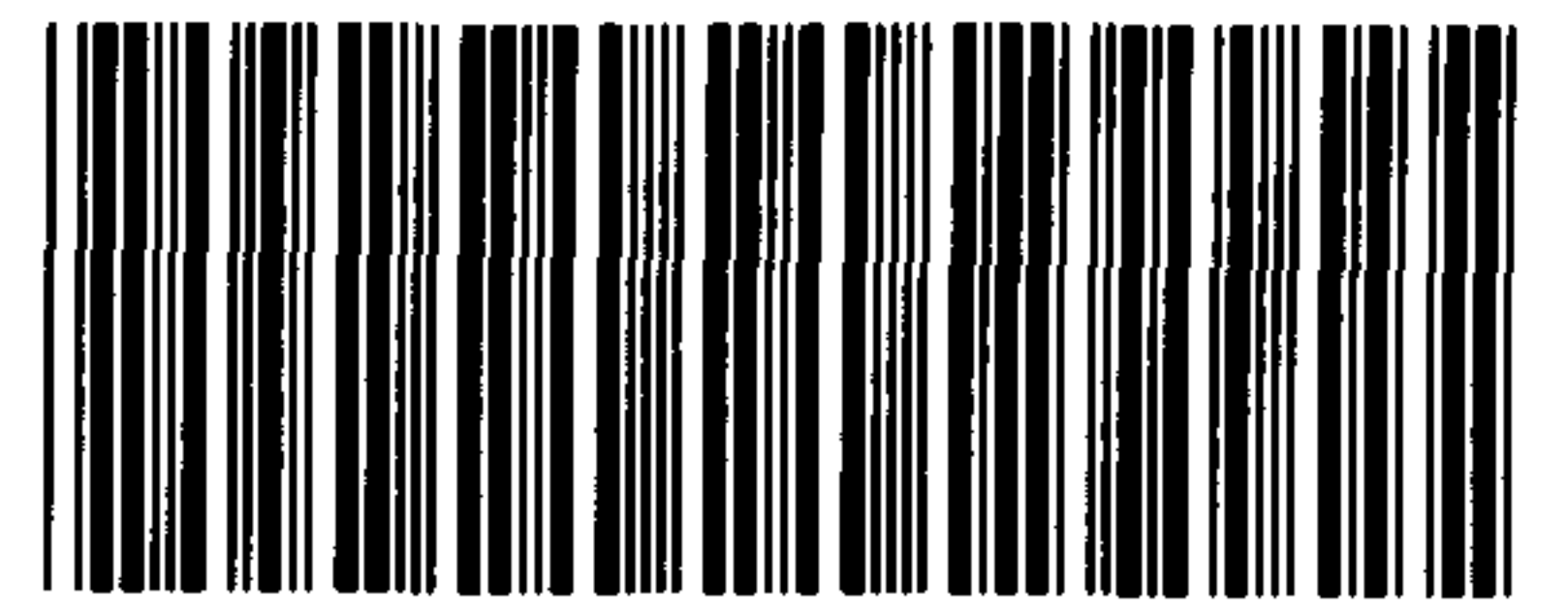


61<sup>00</sup>

OFFICIAL RECORDS  
CITRUS COUNTY  
BETTY STRIFLER  
CLERK OF THE CIRCUIT COURT  
RECORDING FEE: \$61.00  
# 2006064194 BK:2050 PG:435  
09/18/2006 09:01 AM 7 PGS  
AHOLMES, DC Receipt #038381



2006064194 7 PGS

EXHIBIT "1"

AFFIDAVIT

**STATE OF FLORIDA  
COUNTY OF CITRUS**

**BEFORE ME**, the undersigned authority personally appeared Alan P. Olbrich, President of the Mini Farms Property Owners' Association, Inc., hereafter being duly sworn, deposes and states as follows:

1. This Affidavit is based on the personal knowledge of the Affiant.
2. The Board of Directors of Mini Farms Property Owners' Association, Inc. has caused a statement in substantially the foregoing form to be mailed or hand-delivered to the members of the Mini Farms Property Owners' Association, Inc.
3. The Board of Directors has duly approved the Notice attached to this Affidavit by vote of at least two-third's majority of the members of the Board of Directors.
4. That accordingly, having complied with Chapter 712 of the Florida Statutes, the Board of Directors hereby provides that the Declaration of Covenants, Conditions, and Restriction for Mini Farms, Unit 16 is renewed and re-established for a period of thirty (30) years.

Further Affiant sayeth naught.

Dated this 28<sup>th</sup> day of August, 2006.

Signed in the presence of the following  
Witnesses:

Paula C. Manning  
Witness: Paula C. Manning

Diana P. Lague  
Witness: Diana P. Lague

Alan P. Olbrich  
ALAN P. OLBRICH, Affiant

**STATE OF FLORIDA  
COUNTY OF CITRUS**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ALAN P. OLBRICH, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: R.D. Lic. and that an oath was not taken.

**SWORN TO AND SUBSCRIBED** before me this 28<sup>th</sup> day of August, 2006.

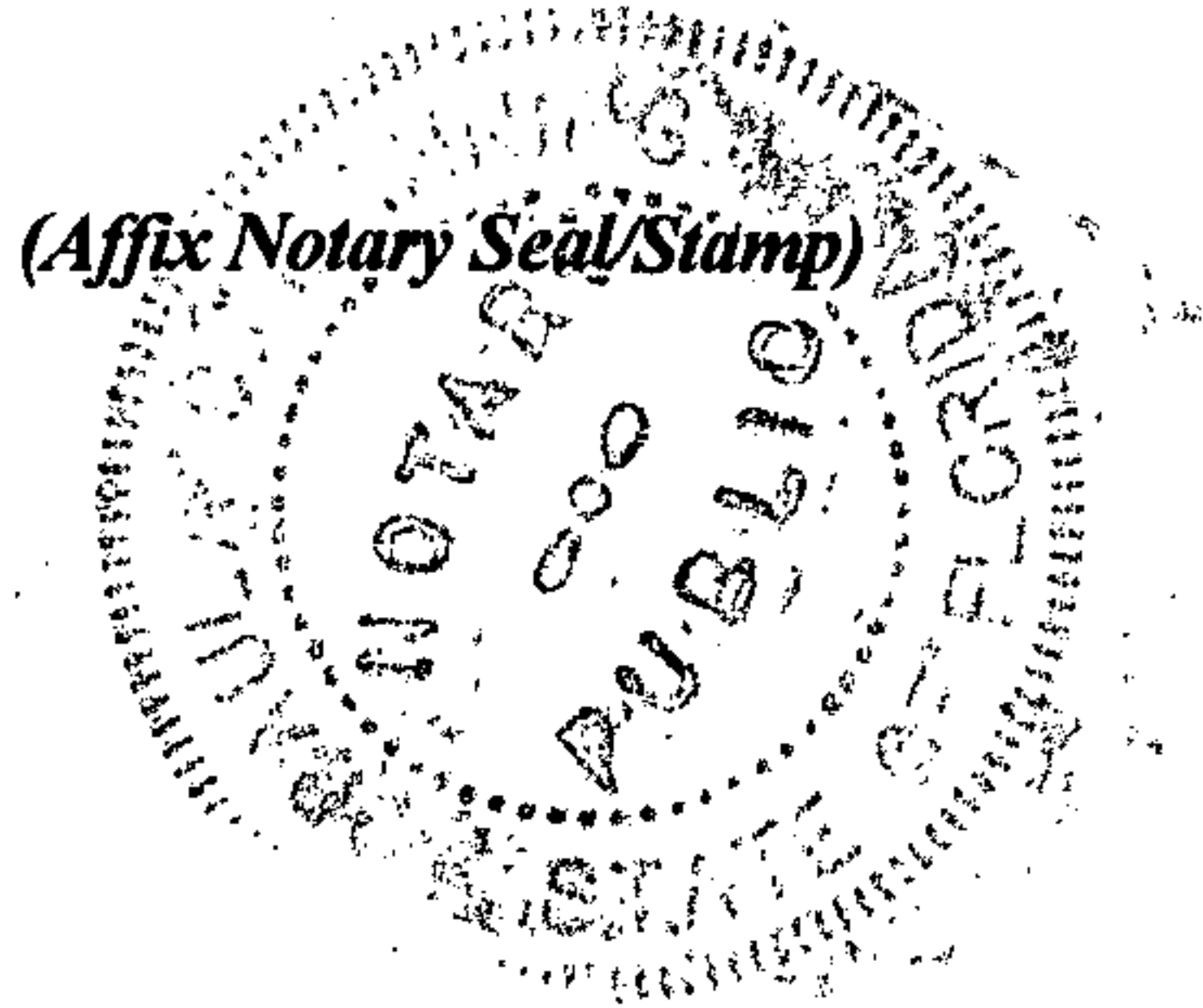
Paula C. Manning  
Notary Public:

Printed Name: PAULA C. MANNING

Commission #:

My Commission Expires: Paula C. Manning  
My Commission DD242643

Expires October 06, 2007



After Recording Return To:  
Karen O. Gaffney, P.A.  
221 W. Main Street, Suite D  
Inverness, FL 34450  
Phone (352) 726-9222

Mini-Farms Property Owners' Association, Inc.  
Post Office Box 1289  
Crystal River, FL 34423

August 2, 2006

**THIS NOTICE AFFECTS YOUR PROPERTY**

Recorded Owner  
Mailing Address  
Mailing City, State & Zip

Dear Property Owner:

This is to advise you that the Board of Directors of the Mini-Farms Property Owners' Association, Inc. intends to take action to extend the *Declaration of Restrictive Covenants, Mini-Farms Unit: 16* for an additional 30 Years. This action will affect the Marketable Title of:

Site Address:	Each Parcel Address
Parcel ID:	Each Parcel ID
Alternate Key:	Each Alternate Key

for said period of time.

This action will not change the *Covenants* that currently encumber your Marketable Title, and will continue to ensure that there is a **single source** of responsibility for the maintenance of the Mini Farms' roads.

The meeting of the Board of Directors to consider this action will be held on Thursday, August 10<sup>th</sup>, 2006, at 7:00 P.M. at the *Coastal Region Library, 8619 W. Crystal St., Crystal River, in the Crystal River meeting room*. A two-thirds (2/3rds) vote of a quorum of the Board of Directors is required to pass this action; no membership vote is required.

Sincerely,  
Mini-Farms Property Owners' Association, Inc.

*Alan T. Olbrich*

Alan T. Olbrich  
President

Enclosure (1)

## STATEMENT OF MARKETABLE TITLE ACTION

The Mini-Farms Property Owners' Association, Inc., Post Office Box, 1289, Crystal River, Florida 34423 (the "Association") has taken action to ensure that the Declaration of Restrictive Covenants, Mini Farms, **Unit 16**, recorded in Official Records **Book 492, Page 294**, of the public records of Citrus County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Citrus County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

The legal description of the land affected by this notice is:

All the property lying southeasterly of the S.C.L. Railroad right-of-way in the SE  $\frac{1}{4}$  of Section 13, Township 17 South, Range 17 East in Citrus County, Florida, containing 14 acres more or less;

and

The N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  lying South of the S.C.L. Railroad and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , all being in Section 24 Township 17 South, Range 18 East, Citrus County, Florida being 83.25 acres more or less.

It is the intent of the Mini-Farms Property Owners' Association, Inc. to extend the following recorded DECLARATION of RESTRICTIVE COVENANTS, recorded in the Official Records of the Clerk of Court, Citrus County, Florida in **Book 492, Page 294**, for an additional thirty (30) years. Said recording will continue to affect the Marketable Title of the above described real property. The extended referenced Declaration of Restrictive Covenants will be the same as originally recorded at said reception.

A meeting of the Mini-Farms Property Owners' Association, Inc. Board of Directors will be held on Thursday August 10<sup>th</sup>, 2006, at 7:00 PM at the *Coastal Region Library, 8619 W. Crystal St., Crystal River, in the Crystal River meeting room* to vote on the subject extension of said Declaration of Restrictive Covenants.

**Upon the affirmative vote of two-thirds (2/3rds) of the Board of Directors approving this action, and the recording of an affirmative vote of the Board of Directors and this notice in the Official Records of the Clerk of Circuit Court, Citrus County, Florida, the aforementioned Declaration of Restrictive Covenants will continue to affect the Marketable Titles to the Real Property legally described herein for the next thirty (30) years. Unit 16, Lots number one (1) through thirty-eight (38) inclusive.**

Alan T. Olbrich  
President

Ums  
02/27/78

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:

All the property lying southeasterly of the S.C.L. Railroad right-of-way in the SE 1/4 of Section 13, Township 17 South, Range 17 East in Citrus County, Florida, containing 14 acres, more or less;

and

The N 1/2 of the NE 1/4 lying South of the S.C.L. Railroad and the NE 1/4 of the SE 1/4 of the NE 1/4, all being in Section 79, Township 17 South, Range 17 East, Citrus County, Florida being 83.25 acres, more or less.

FILED BY  
CITRUS COUNTY FLORIDA  
78 MAR 6 AM 10  
REGISTERED

FILE NO. 199661

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

121-AS

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 1979, 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.

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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 1979, 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.

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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.

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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.

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. Secretary this 27th day of February, 19 78.

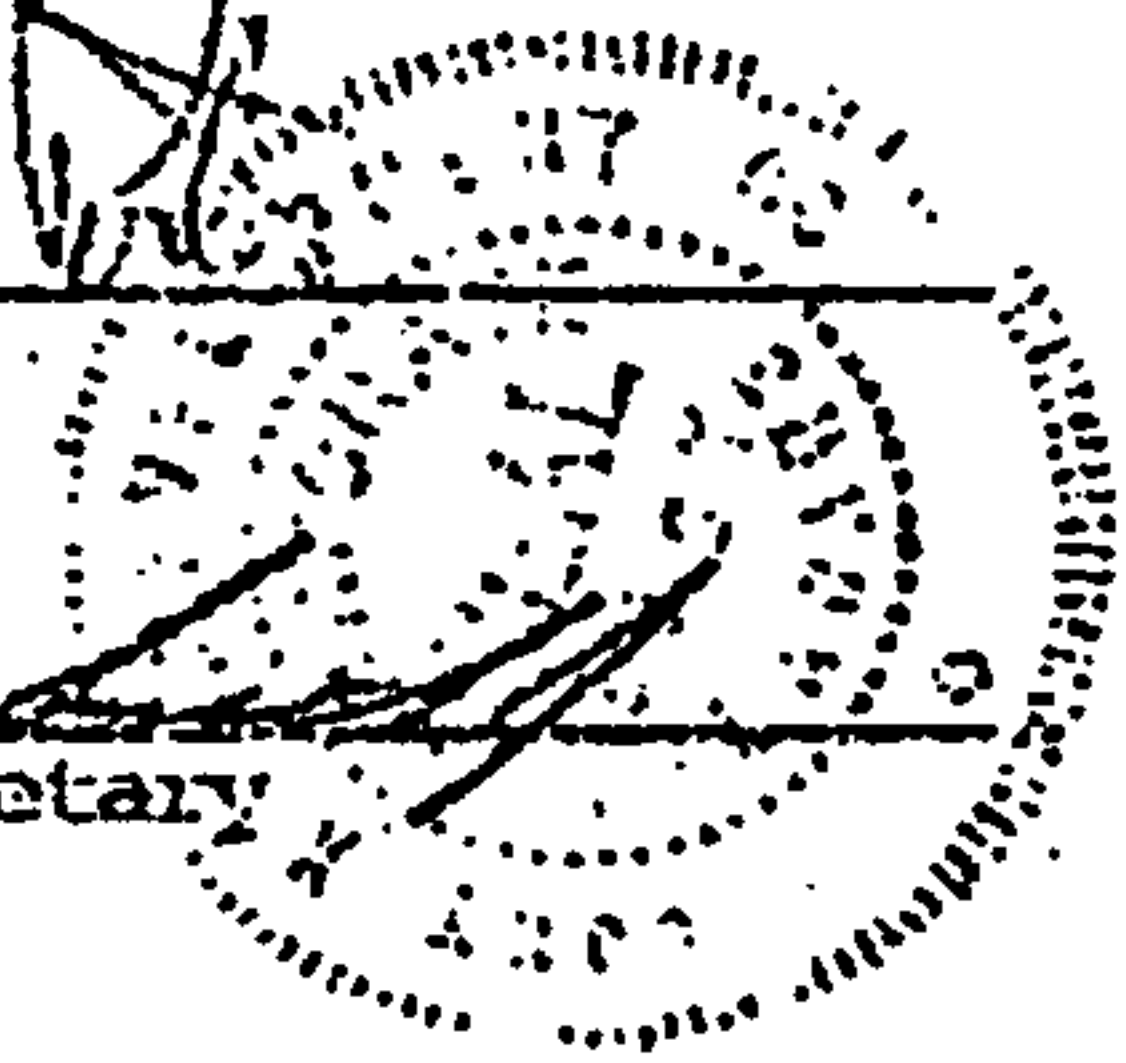
CONTEXT DEVELOPMENT CO.

WITNESSES:

Jessie Sawtelle  
Roberta Morrison

BY: William M. Porter  
President

Attest: Charles G. Smith, Jr.  
Assistant Secretary



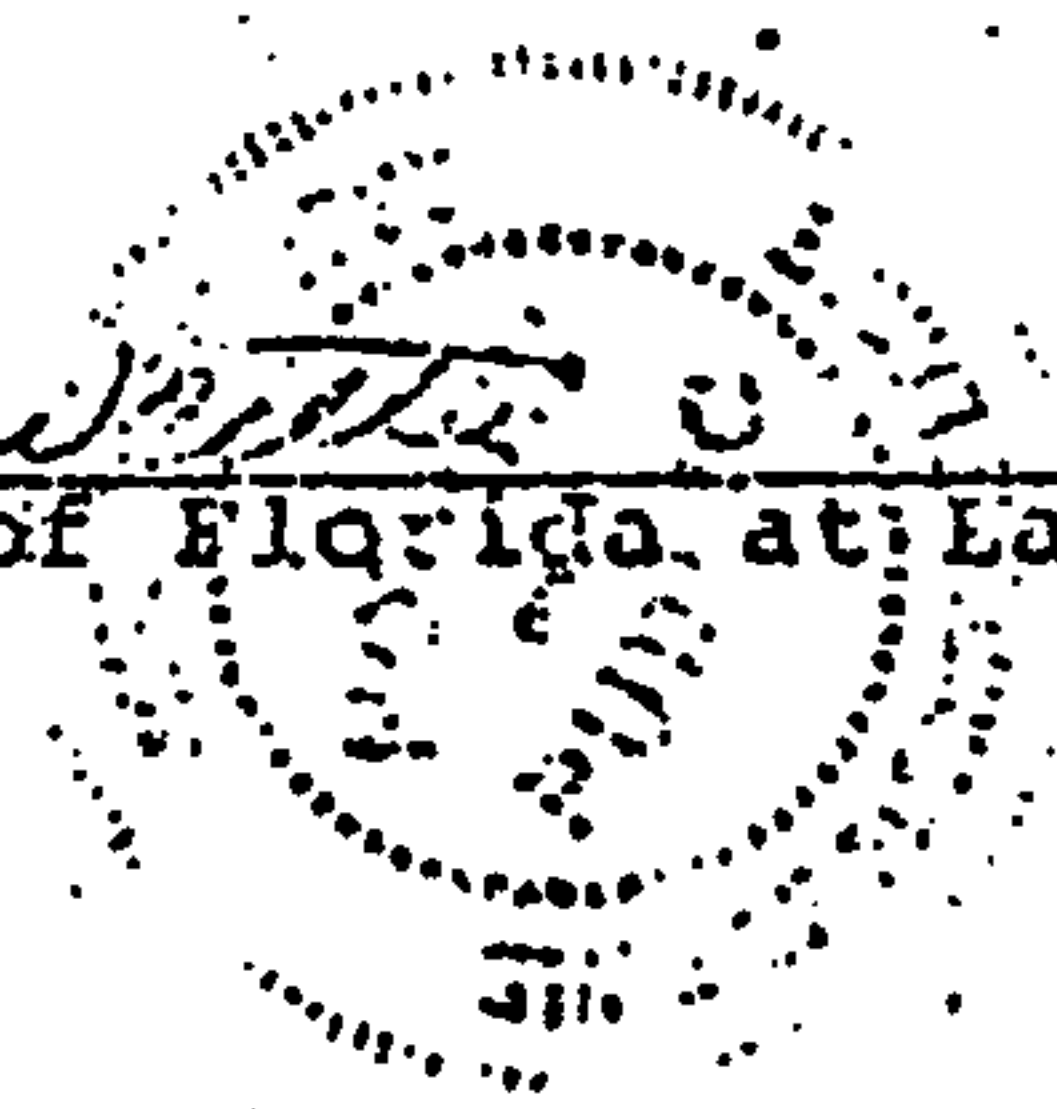
SA-121

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 Charles G. Smith, Jr., well known to me to be the President and Assistant 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 27th day of February, 19 78.

Jessie Sawtelle  
Notary Public, State of Florida, at Large



My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 17 1979