

16-121

DEXTER PARK VILLAS
HOMOSASSA SPRINGS, FLORIDA
PLANNED RESIDENTIAL DEVELOPMENT

COMMON ELEMENTS:

REGULATIONS, EASEMENTS, RESTRICTIONS AND USE

KNOW ALL MEN BY THESE PRESENTS: That JOHN W. WILSON, as Trustee, is the Owner in fee of the following described real property situate in the County of Citrus and State of Florida, to wit:

The W 1/2 of the SW 1/4 of the SW 1/4 of the SE 1/4; and the SE 1/4 of the SW 1/4 EXCEPT the W 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 and EXCEPT lands conveyed to Citrus County, a Political Subdivision of the State of Florida, in Official Record Book 554 Page 567, public records of Citrus County, Florida. All lying or being in Section 24, Township 19 South, Range 17 East.

and

WHEREAS, the said Owner as developer of the DEXTER PARK VILLAS, a Planned Residential Development wholly within the above described premises, will construct on said premises one hundred fifty three (153) single family homes sharing a common recreation maintenance type building with pool and certain common elements including but not limited to a park, streets, a pitch and putt golf course; and,

WHEREAS, the said Owner by specific description and by metes and bounds will convey each of the one hundred fifty three (153) separately described parcels to individual purchasers, together with a conveyance of a 1/153rd interest in and to certain common elements of the land, subject to easements and agreements as set forth in EXHIBIT B and not designated as lots or parcels, which shall for all purposes of ingress and egress, utilities and maintenance thereof, including all streets, easements, recreational facilities, walks, parking lot, lake and park, and such common elements being described as follows, to wit:

Commence at the SE Corner of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, thence N 89° 17' 53" W along the South line of said Section 24 a distance of 999.93 feet to the SW Corner of the East 3/4 of the SE 1/4 of the SW 1/4 of said Section 24, thence N 0° 34' 12" E along said West line 57.75 feet to the Point of Beginning, thence continue N 0° 34' 12" E along said West line 848.51 feet, thence N 89° 21' 42" W 230.0 feet, thence N 0° 34' 12" E 284.0 feet, thence N 89° 21' 42" W 103.74 feet, thence N 0° 32' 53" E 30.0 feet, thence S 89° 21' 42" E 1335.11 feet to the West line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence S 0° 38' 08" W 30.0 feet, thence N 89° 21' 42" W 1201.32 feet, thence S 0° 34' 12" W 254.0 feet, thence S 89° 21' 42" E 200.0 feet, thence N 0° 34' 12" E 254.0 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 997.49 feet, thence S 89° 26' 35" E 480.0 feet, thence N 0° 34' 12" E 226.81 feet, thence N 89° 21' 42" W 480.0 feet, thence N 0° 34' 12" E 30.0 feet, thence S 89° 21' 42" E 225.0 feet, thence N 0° 34' 12" E 740.0 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 740.0 feet, thence S 89° 21' 42" E 225.0 feet, thence N 0° 34' 12" E 740.0 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 527.94 feet, thence S 89° 19' 48" E 200.0 feet, thence N 0° 34' 12" E 528.05 feet, thence S 89° 21' 42" E 30.0 feet, thence S 0° 34' 12" W 528.06 feet, thence S 89° 19' 48" E 200.72 feet, thence N 0° 38' 08" E 528.17 feet, thence S 89° 21' 42" E 30.0 feet to the West line of the SW 1/4 of the SE 1/4 of said Section 24, thence S 0° 38' 08" W along said West line 528.19 feet to the South line of the North 1/2 of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence S 89° 19' 48" E along said South line 332.95 feet to the NE Corner of the South 1/2 of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence S 0° 36' 22" W along the East

line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 30.0 feet, thence N 89° 19' 48" W 793.66 feet, thence S 0° 34' 12" W 438.83 feet, thence S 89° 26' 35" E 753.36 feet, thence N 0° 36' 22" E 437.33 feet, thence S 89° 19' 48" E 30.0 feet, thence S 0° 36' 22" W along said West line 572.27 feet, thence N 89° 26' 35" W 40.0 feet, thence N 0° 36' 22" E 105.0 feet, thence N 89° 26' 35" W 1253.36 feet, thence S 0° 34' 12" W 105.0 feet, thence N 89° 26' 35" W 40.0 feet to the Point of Beginning.

Commence at the SW Corner of the West 1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 17 East, thence S 89° 17' 53" E along the South line of said Section 24 a distance of 333.32 feet to the SE Corner of the W 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence N 0° 36' 22" E along the East line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 376.12 feet, thence N 89° 26' 35" W 30.0 feet to the Point of Beginning, thence N 0° 36' 22" E parallel to the East line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 157.33 feet, thence N 89° 19' 48" W 661.59 feet, thence S 0° 34' 12" W 80.0 feet, thence N 89° 19' 48" W 102.0 feet, thence S 0° 34' 12" W 158.83 feet, thence S 89° 26' 35" E 662.0 feet, thence N 0° 34' 12" E 80.0 feet, thence S 89° 26' 35" E 101.48 feet to the Point of Beginning.

EXCEPT Commence at the SW Corner of the West 1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 17 East, thence S 89° 17' 53" E along the South line of said Section 24 a distance of 333.32 feet to the SE Corner of the W 1/4 of the SW 1/4 of the SE 1/4 of said Section 24, thence N 0° 36' 22" E along the East line of the West 1/2 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 376.12 feet, thence N 89° 26' 35" W 30.0 feet to the Point of Beginning, thence N 0° 36' 22" E parallel to the East line of the West 1/4 of the SW 1/4 of the SE 1/4 of said Section 24 a distance of 157.33 feet, thence N 89° 19' 48" W 101.59 feet, thence S 0° 34' 12" W 157.53 feet, thence S 89° 26' 35" E 101.48 feet to the Point of Beginning.

Begin at the NW Corner of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, thence S 89° 21' 42" E along the North line of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 62.27 feet, thence S 0° 38' 08" W 105.0 feet, thence N 89° 21' 42" W parallel to said North line 62.11 feet, thence N 0° 32' 52" E along the West line of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 105.0 feet to the Point of Beginning.

Commence at the SE Corner of the SE 1/4 of the SW 1/4 of Section 24, Township 19 South, Range 17 East, thence N 89° 17' 53" W along the South line of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 999.93 feet to the SW Corner of the East 3/4 of the SE 1/4 of the SW 1/4 of said Section 24, thence N 0° 34' 12" E along said West line a distance of 192.75 feet, thence S 89° 26' 35" E 30.0 feet to the Point of Beginning, thence continue S 89° 26' 35" E 170.0 feet, thence N 0° 34' 12" E parallel to the West line of the East 3/4 of the SE 1/4 of the SW 1/4 of said Section 24 a distance of 227.27 feet, thence N 89° 21' 42" W 170.0 feet, thence S 0° 34' 12" W parallel to said West line 227.53 feet to the Point of Beginning.

The portion above described by metes and bounds relating to ingress and egress, walkways, parks, golf park, water retention area and recreation areas, shall be known as the common elements, all of which are subject to such easements and usage as may be required for drainage, surface and sub-surface utilities for the use of the County of Citrus, the power, telephone and television cable companies, the service and management companies, their successors and assigns. EXHIBIT A.

NOW, THEREFORE, the undersigned JOHN W. WILSON, as Trustee, in order to protect each and every purchaser and subsequent title owner, their successors and assigns of any lot or parcel of the said premises, the following restrictions and covenants are hereinafter applied and provided.

1. The 1/153rd interest in all common elements as above described is conveyed to individual purchasers together with the individual specifically described dwelling sites by metes and bounds description and shall be held by such purchasers as tenants in common with the owners of property contiguous therewith each with the other, being a part of the property hereinbefore described,

and the same shall be an appurtenance of the individually described dwelling sites and shall not be separated therefrom, and shall be deemed to be conveyed or encumbered or to otherwise pass with the said specifically described dwelling lots whether or not specifically mentioned or described in a conveyance or other instrument describing the same, and each purchaser of such dwelling lot and 1/153rd undivided interest in appurtenant property agrees that the said interest shall remain undivided and does waive forever the right to bring any action for partition or division in and to the 1/153rd interest of the said property.

2. Such property as shall be conveyed to purchasers as tenants in common in the common elements by designation of a 1/153rd interest in the common elements shall in addition to the provisions made in the preceding paragraph, allow for the right of ingress and egress, for the use and occupancy, and for such other rights and privileges and responsibilities as may be attendant thereto, the same to be exercised jointly one with another and shall be considered as being equal to all holders thereof subject only to such rules and regulations as may be made and provided therefore by the owners as aforesaid.

The developer is, however, irrevocably empowered, notwithstanding anything herein to contrary, to sell, lease or rent units to any person approved by him. Said developer shall have the right to transact on the common element property except that previously sold and deeded, such business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, employees in an office, use the common elements for construction purposes and show models, and maintain a real estate office on premises.

3. The covenant herein created shall be perpetual and shall be construed to be a covenant running with the land and every person accepting a deed to any specifically described residential dwelling lot within the above described property shall be deemed to accept such deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser by accepting a deed thereto shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned shall insert in each title conveyance by reference that the same is subject to the terms hereof and shall designate the book and page of the record in which this instrument is recorded.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

William A. Dins

John W. Wilson (SEAL)
JOHN W. WILSON, as Trustee

William A. Dins

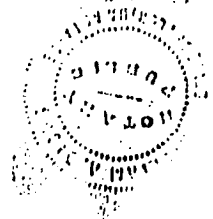
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JOHN W. WILSON, as Trustee to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County of Pinellas and State of Florida this 19 day of December, A.D. 1981.

William A. Dins
Notary Public

My Commission Expires: 7/24/85



EASEMENTS AND AGREEMENTS: NONE

BOOK

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FILE NO. 208415

RECEIVED
CLERK OF COURT
FLORIDA
GUTHRIE COUNTY, FLORIDA
MAY 21 1996

VERIFIED BY:

D.C.

EXHIBIT B

BOOK 588 PAGE 1876