



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

ORIGINAL  
FILE COPY

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**DATE:** September 12, 1996  
**TO:** Division of Records and Reporting  
**FROM:** Patricia Brady, Division of Water and Wastewater *pb gdw*  
**RE:** Docket No. 951026-WS, Notice of abandonment and application for transfer of Certificates Nos. 361-W and 316-S in Citrus County from J & J Water and Sewer Corporation to Meadows Utility Company, Inc.  
and  
Docket No. 960523-WS, Application for a staff-assisted rate case in Citrus County by J & J Water and Sewer Corporation.

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Yesterday, staff received the attached letter dated September 10, 1996, from Ms. Karen O. Gaffney. Ms. Gaffney is requesting copies of all documents filed of record within the above referenced docket files. Her office would like an estimate of the copying costs prior to staff undertaking the copying. Ms. Gaffney's letter also encloses additional information for inclusion in the docket files. Staff is furnishing RAR with 2 copies of Ms. Gaffney's letter and its attachments for inclusion in each docket file.

All documents filed of record relating to Docket No. 951026-WS should already be in the docket file. With regard to Docket No. 960523-WS, staff is currently collecting and counting the pages of documents relating to the audit which would not be available in RAR's docket file. Please contact Mr. Bob Casey for that information.

Enclosures: (4) copies

cc: Bob Casey, Division of Water and Wastewater  
Tim Vaccaro, Division of Legal Services  
Raj Agarwal, Division of Legal Services

DOCUMENT NUMBER-DATE

09717 SEP 12 1996

FPSC-RECORDS/REPORTING

**HAAG, GAFFNEY & WILCOX, P.A.**

**ATTORNEYS AT LAW**

**452 PLEASANT GROVE ROAD  
INVERNESS, FLORIDA 34452**

**\*JEANNETTE M. HAAG**

**KAREN O. GAFFNEY**

**DAVID L. WILCOX**

**WILLIAM J. CATTO**

**\*CERTIFIED CIRCUIT CIVIL  
AND FAMILY MEDIATOR**

**September 10, 1996**

**TELEPHONE  
352 / 726-0901**

**FAX  
352 / 726-3345**

**Via facsimile (904) 413-6687  
Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

**RECEIVED**

**SEP 11 1996**

*Florida Public Service Commission  
Division of Water and Wastewater*

**Attn: Patricia Brady  
Regulatory Analyst III  
Bureau of Policy Development  
and Industry Structure**

**RE: Application for Transfer of Certificate No. 361-W  
and 316-S and Application for Rate Increase**

**Dear Ms. Brady:**

Our office has been retained by Dennis Jones and Brandi Jones, his wife, with regard to the above noted applications and the numerous concerns that they have. As Mrs. Jones has informed you, pursuant to the recorded documents as contained within the public records in and for Citrus County, Florida, it appears that each of the owners of lots located in Dexter Park Villas owns an undivided one over one hundred fifty-third (1/153) interest in and to the water and sewer plants. Accordingly, Meadows Utility Company, Inc. is not the undivided owner of these parcels and therefore, is not in a position to apply for a transfer of the Certificate or rate increase. I enclose herewith a copy of the Common Elements, Declaration as well as the Management Agreement applicable to the property. To date, no meeting has been held with no vote taken as to whether or not Meadows Utility Company, Inc. is the desired management company. Given the fact that this corporation has ostensibly attempted to purchase property not owned by its Grantor, this would appear to be a concern.

In order to acquire sufficient information and documentation prior to the customer meeting of September 25, 1996, our office on behalf of Dennis Jones and Brandi Jones hereby requests the provision of any and all documents filed of record within the above noted applications specifically to and including any and all correspondence, applications, reports, exhibits or other matters exclusive of privileged information. Be advised that this request is made pursuant to the Florida Government in the Sunshine Law. Please provide an estimate of the copying costs associated with response in this correspondence prior to undertaking such copying.

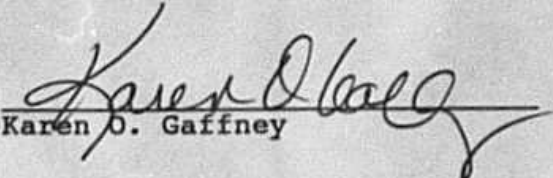
Public Service Commission  
Page 2  
September 10, 1996

Once again, please provide the requested documents as soon as possible so that sufficient time to review the same is provided prior to the September 25, 1996 customer service meeting.

Yours truly,

HAAG, GAFFNEY & WILCOX, P. A.

By:

  
Karen O. Gaffney

KOG/eve  
Enclosures  
cc: Mr. and Mrs. Dennis Jones



**HAAG, GAFFNEY & WILCOX, P.A.**

**ATTORNEYS AT LAW**

**452 PLEASANT GROVE ROAD  
INVERNESS, FLORIDA 34452**

**\*JEANNETTE M. HAAG  
KAREN O. GAFFNEY  
DAVID L. WILCOX  
WILLIAM J. CATTO**

**\*CERTIFIED CIRCUIT CIVIL  
AND FAMILY MEDIATOR**

**TELEPHONE  
352 / 726-0901**

**FAX  
352 / 726-3345**

**September 10, 1996**

~~Meadows Utility Company, Inc.  
10374 North Natchez Loop  
Dunnellon, Florida 34434~~

**RE: Application for Transfer of Certificate No. 361-W  
and 316-S and Application for Rate Increase**

**Dear Sir or Madam:**

Our office has been retained by Dennis Jones and Brandi Jones, his wife, with regard to the above noted applications and the numerous concerns that they have. As Mrs. Jones has informed you, pursuant to the recorded documents as contained within the public records in and for Citrus County, Florida, it appears that each of the owners of lots located in Dexter Park Villas owns an undivided one over one hundred fifty-third (1/153) interest in and to the water and sewer plants. Accordingly, Meadows Utility Company, Inc. is not the undivided owner of these parcels and therefore, is not in a position to apply for a transfer of the Certificate or rate increase. I enclose herewith a copy of the Common Elements, Declaration as well as the Management Agreement applicable to the property. To date, no meeting has been held with no vote taken as to whether or not Meadows Utility Company, Inc. is the desired management company. Given the fact that this corporation has extensively attempted to purchase property not owned by its Grantor, this would appear to be a concern.

In order to acquire sufficient information and documentation prior to the customer meeting of September 25, 1996, our office on behalf of Dennis Jones and Brandi Jones hereby request the provision of and/or opportunity to review any and all documents relative to the operation of the plant over the last eighteen (18) months to and including rate information, cost of service and payments by any person of fees to J & J Water and Sewer Corporation, the Wilson Trust and/or Meadows Utility Company.

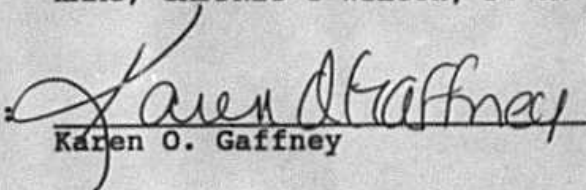
Meadows Utility Company, Inc.  
Page 2  
September 10, 1996

Once again, please provide the requested documents as soon as possible so that sufficient time to review the same is provided prior to the September 25, 1996 customer service meeting.

Yours truly,

HAAG, GAFFNEY & WILCOX, P. A.

By:

  
Karen O. Gaffney

KOG/eve

Enclosures

cc: Mr. and Mrs. Dennis Jones  
Public Service Commission  
Attn: Patricia Brady

DEXTER PARK VILLAGES  
HOMESASSA 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 VILLAGES, 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 rates 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 791.66 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,

Water  
Retention  
Area

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. Dicus  
William A. Dicus

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

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.

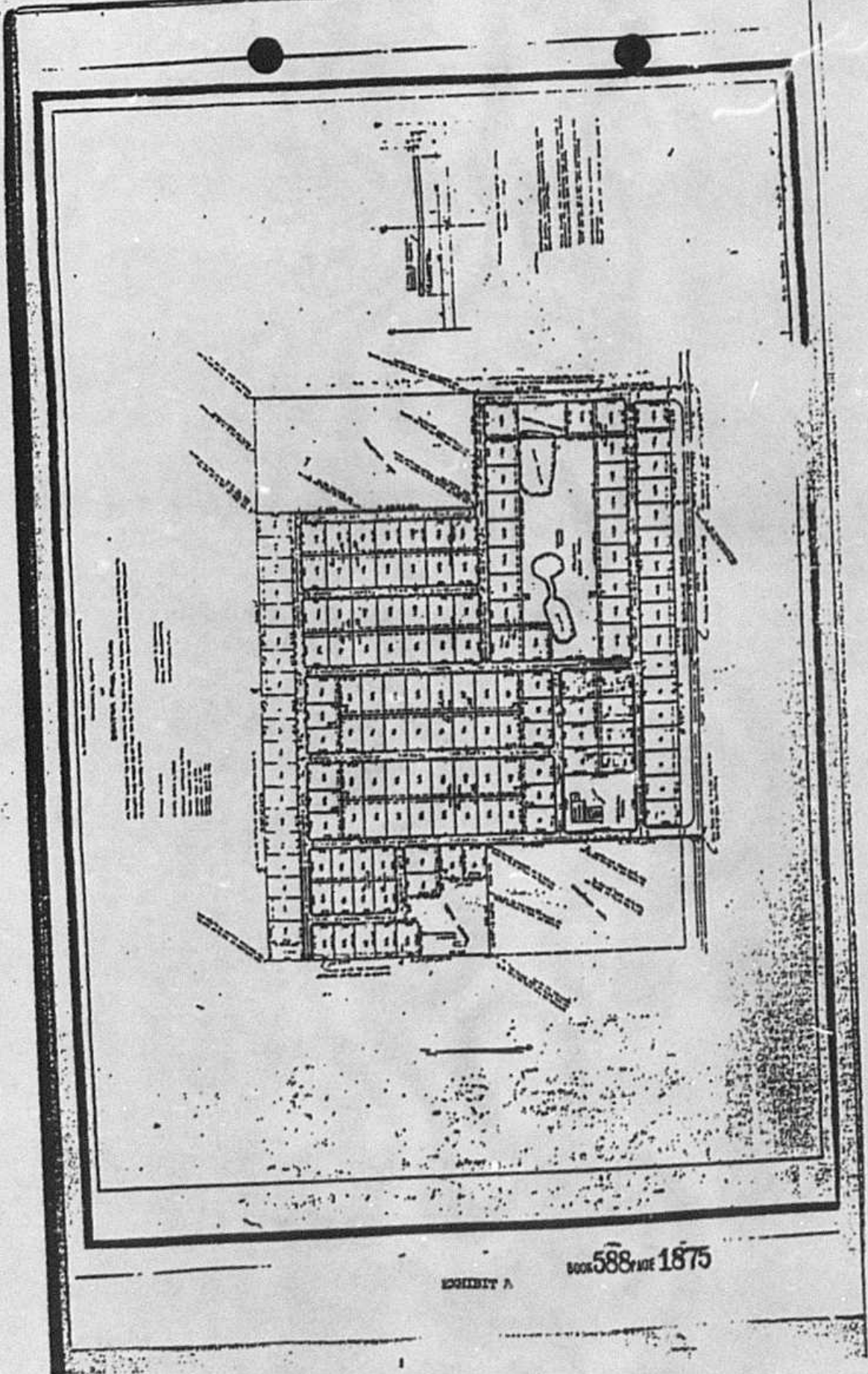
William A. Dicus  
Notary Public

My Commission Expires: 7/14/85



BOOK 588 PAGE 1874





REVISIONS  
NO. 1  
DATE  
BY

NO. 2  
DATE  
BY

NO. 3  
DATE  
BY

NO. 4  
DATE  
BY

NO. 5  
DATE  
BY

NO. 6  
DATE  
BY

NO. 7  
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BY

NO. 8  
DATE  
BY

NO. 9  
DATE  
BY

NO. 10  
DATE  
BY

EXHIBIT A

BOOK 588 PAGE 1875

EASEMENTS AND AGREEMENTS: 10/22

EXHIBIT B

588-1876

AMENDMENT TO  
DEXTER PARK VILLAS  
HOMOSASSA SPRINGS, FLORIDA  
PLANNED RESIDENTIAL DEVELOPMENT  
RESTRICTIONS

THIS AMENDMENT is made on the date shown below, and amends the above-referenced Restrictions dated December 19, 1981, and recorded in O. R. Book 588, Page 1877, Public Records of Citrus County, Florida.

Paragraph 2. of said Restrictions is hereby amended in its entirety, and as amended, shall read as follows:

2. The property described shall and is to be considered as single family residential property and shall be used solely for the purpose of dwellings and shall be maintained by each owner thereof in conformance with the overall plan herein described and elsewhere in these recorded instruments for single families. The maintenance building erected on an unrecorded lot may be used by the Owner or the maintenance contractor as an office or depot for yard and street equipment for such time and duration as may be considered feasible.

In all other respects, the Restrictions remain in full force and effect.

WITNESSES:

Joy R. Maguire  
John W. Wilson

John W. Wilson  
JOHN W. WILSON, Trustee

VERIFIED BY:

D.C.

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
WALT CONNORS, CLERK  
84 NOV 8 AM 8 42

394681

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

SWORN TO AND SUBSCRIBED before me on this 22<sup>nd</sup> day of

October, 1984.

John C. LaFayette  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb/16, 1985

BOOK 655 PAGE 268

Prepared By and Return To:  
John C. LaFayette, Esquire  
Burton Professional Association  
P. O. Box 4747  
Clearwater, Florida 33518





DEXTER PARK VILLAS  
P.O. Box 3119  
HOMOSASSA SPRINGS, FLORIDA

PLANNED RESIDENTIAL DEVELOPMENT

COMMON ELEMENTS:

SERVICE AND MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 19 day of December, 1981, by and between WILLIAM A. DEXTER CORPORATION, a Florida Corporation hereinafter called "Dexter Corp." and herein known also as the service and Maintenance Contractor, or Contractor and JOHN W. WILSON, as Trustee, hereinafter called the "Owner".

WITNESSETH:

THAT WHEREAS, the Owner is presently developing DEXTER PARK VILLAS of Homosassa Springs, Florida, consisting of one hundred fifty three (153) single family residential units, each upon its own individual parcel, together with recreational areas, roadways, park and other incidentals necessary for the utilization thereof, and

WHEREAS, in the development of DEXTER PARK VILLAS, a Planned Residential Development, the Owner shall furnish certain services, recreational areas and facilities and improvements common to all subsequent title Owners in said DEXTER PARK VILLAS, and

WHEREAS, it will be necessary that such areas and other common improvements be maintained perpetually for the use and benefit of all subsequent owners and in order to provide such perpetual service and maintenance, it is feasible that the Dexter Corp. (a service, maintenance and management company) be retained by this contractual agreement to provide for such continued maintenance hereinafter described,

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. That Owner, as the developer of the DEXTER PARK VILLAS, shall arrange for, provide, and furnish the following services to recreational areas both permanent and semi-permanent, all the residential units and all common elements to-wit:

- A. Garbage collection and removal.
- B. Adequate sewerage service for each dwelling.
- C. Adequate water distribution lines and water.
- D. Trash collection.
- E. Recreational facilities as follows: club house with pool, pitch and putt golf course.
- F. Landscaped areas.

2. Dexter Corp. agrees to provide the following services and maintenance in regard to the above at the time and in the manner required as follows:

- A. Mow, edge and trim lawn and plantings around dwellings and all recreational areas. Any individual plantings by an owner shall not in any way hinder or interfere with contractors duties, not shall contractor care for same.
- B. Maintain and keep clean streets and parking areas.
- C. Paint outside of residential units when deemed necessary by Contractor, and maintain normal maintenance on roofs of dwellings. The service company however shall not replace roof. Replacement of any roof shall be at the owners expense. Windstorm or fire damage is covered by fee owner's (home owner's) hazard insurance policy at

owner's expense, but Dexter Corp. shall not be responsible for repairs, replacing or cleaning any screens, windows or doors. In the event of an emergency where damage is done or being threatened to be done to the residential property, the owner authorizes the Management Contractor to act for the owner in remedying the situation as soon as possible. While all instances cannot be spelled out under this provision, it may be necessary for the Management Contractor to act for the owner to replace a roof, or windows in the event of damage due to fire, tornado, war or hurricanes. Action taken by the Management Contractor shall be paid for on a cost basis by the owner if not covered by insurance.

D. Maintain water and sewer distribution lines.

E. Provide water, sewer, central garbage and trash removal for each residence.

F. Shall not be responsible for furnishings and supplies, repairs and replacement of any equipment placed in or upon said recreational premises. Such repairs, supplies or replacements shall be the responsibility of an association, or other social groups that may be formed by the unit owners.

3. a) The Owner agrees to pay Dexter Corp. for the services hereinabove enumerated a monthly service charge once each month in advance, on the day as shall be designated by Dexter Corp., as set forth hereinafter. Moreover, that beginning upon the sale date, or lease date of any such unit, the first monthly charge to such dwelling unit shall thereupon be paid in advance monthly by the subsequent Owner or lessee thereof, and each subsequent Owner henceforth agrees to the payment as herein enumerated for the services above listed and agrees to abide with each and every covenant hereinafter contained on the part of the Owner to be performed, and grants to Dexter Corp. the right of access and egress for the purposes of accomplishing the foregoing.

b) The primary obligation, notwithstanding the above, however, for payment to the Dexter Corp. (Service and Maintenance Contractor) shall be by the unit Owners who hold individually the legal title. Each Owner of a unit shall be responsible for payment of the monthly service charge regardless of occupancy or not in the amount as provided for according to the schedule of current charges as furnished to each Owner upon taking title and which sum shall be payable monthly in advance to the Dexter Corp. as of the date of closing and/or date of occupancy of the unit, whichever shall occur first. That in the event the Owner of the unit, fails to pay the specified amount charged against the designated unit which he owns as provided hereinabove to the said contractor on or before the tenth day of each month, then the said contractor shall be authorized to, in its discretion, discontinue and terminate any one or all of the services to such unit that are provided for by the Service and Maintenance Contractor until said owner shall have made full payment of all sums due in accordance with the terms and conditions of this Agreement. It is understood that the Contractor will not and cannot carry expenses and cost attributable to each residential unit on credit basis.

c) From time to time as the Owners sell their legal interest, the prospective purchaser or purchasers may make inquiry to determine whether or not the said members share of the common expenses have been paid and are current, and any prospective purchaser or purchasers are entitled to check with the Contractor in connection with this and said prospective purchaser does not have to check further so long as this Management Contract is in full force and effect. The Contractor shall give the requested current status report whenever requested by a prospective purchaser and shall prepare and execute a statement concerning said status if needed by the prospective purchaser. The parties hereto agree that having a systematic and uniform method of dispensing this information is in the best interest of all Owners.

4. The Dexter Corp. as Management Contractor, reserves the right to invoke as escalation of monthly service costs due to yearly increases in cost of labor, salaries, equipment, federal taxes, or other factors which cannot be readily absorbed in the monthly charges as initially established herein. It is therefore understood and agreed that the costs and expenses incurred by the Contractor in furnishing all services as stated, may be subject to fluctuation and, therefore, said management fee shall be adjusted as provided for in this paragraph. The indicator upon which the management fees shall be adjusted shall be the Consumer Price Index (CPI). All Services U.S., 1967, equalling 100, as published by the Bureau of Labor Statistics and presently reported in the current Labor Statistics Section of Monthly Labor Review. The base month of this escalator



provision shall be September, 1981 which had an index value of that time of 279.1 and shall be adjusted in accordance herewith. For each per cent increase or decrease change from the base date index, there shall be a likewise percentage adjustment to the management fee in accordance with these provisions. There shall be no adjustment in the management fee for a period of two (2) years from September 1, 1981, unless the total index changes more than twelve per cent (12%). The first change hereunder shall take effect on the 1st day of the following month after the Management Contractor notifies the Owner of the adjustment. An adjustment may be made at any time thereafter upon the request of either party hereto in the event the Index changes five per cent (5%) from the previous adjustment or from the base Index of 279.3 plus 12%. Notwithstanding any provision herein contained, there shall be no downward change exceeding ten per cent (10%) from the beginning fee schedule. If the Bureau of Labor Statistics changes the form or basis of the calculation of the Index as referred above, the parties hereto agree to request the Bureau to make available for the life of this agreement annual consumer price indexes in its present form and calculated on the same basis as the Index for September 1, 1981. In the event that the Bureau of Labor Statistics U.S. Department of Labor changes its procedure in any manner, such agency of the United States Department of Labor shall be the sole judge of the comparability of the successive indexes, provided further, that in the event said agency cannot or will not supply indexes which are requested in the above sentence, the Dean of the Department of Business and Administration of the University of Florida, shall select a method of continuing the intentions of the parties under this paragraph. It is further understood and agreed that such corrections shall be taken into account of the adjustment of the amount due as herein provided. The basic purpose of this paragraph is to provide a method of changing the amount due hereunder due to inflation, deflation, depressions and/or monetary devaluation, or other factors which affect the economy of the United States.

5. The Dexter Corp. as the Service and Maintenance Contractor, recognizing that from time to time various clubs and/or organizations may be formed by the unit owners wherein said organizations may require their members to pay nominal dues and fees for the financial assistance in the performance of their functions; and, it is to be specifically understood that the said contractor shall in no way be responsible for the collection of these dues and/or fees or the enforcement of the same.

6. That the Dexter Corp., as the Service and Maintenance Contractor, covenant and agrees, at its own expense, to procure and keep in force, public liability and workmen's compensation insurance to protect the said corporation and the owners of all units from any claim or damage to persons or property for any injury to any employee of Service and Maintenance Contractor incurred while said corporation or its workmen are performing any duties under the terms of this Agreement.

7. That the Dexter Corp. as the Contractor, shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery, equipment or appliance not attributed to the action or inaction of the Service and Maintenance Contractor or of its agents, employees or servants, nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishings, materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its express control.

8. a) All streets lying within the designated common elements only shall be kept in reasonable repair by the Dexter Corp. and repairs made and in such places at such times as deemed necessary by its officials. In the event that serious deterioration occurs in any location and for whatever reason in the wearing surface of any street or parking area requiring major repair and expenditure, an assessment of the cost of such repair shall be made and a 1/153rd pro rata share of said costs shall be assessed against each owner after due notification. After each owner has been notified in writing as to the exact share of the cost of repair, the Owner shall be granted sixty (60) days time from date of notice in which to reimburse the contractor for said owners 1/153rd share.

b) The Contractor shall not be responsible for the conduct of unit owners or their guests at the recreational facilities, and the general peaceful decorum of the use of the park and on or about the common elements shall be totally within the control of the unit owners or their association.



9. a) In the event said Dexter Corp. as the Contractor becomes insolvent, or for any reason the services set forth above are not promptly and reasonably performed, then and in that event upon the express approval of sixty per cent (60%) of the Owners in a called meeting with notice to all unit owners for such purpose, and upon thirty (30) days written notice to Dexter Corp. for compliance with this maintenance agreement, the Owners may demand proper performance of said services by Dexter Corp. within a specified time. In the event such services are not promptly performed within said time allotted, and any corrective period shall not be less than a thirty (30) days, then the Dexter Corp. shall have no further rights hereunder and all such unit owners shall henceforth be at liberty to engage other management for the rendition of all such services as set forth and as provided herein.

b) The Dexter Corp. may if it elects to do so, by giving written notice to each owner by certified mail, withdraw entirely from this Service and Management Agreement. Said written notice to withdraw shall clearly state the date of withdrawal which shall not be less than ninety (90) days from date of posting.

10. This Agreement shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

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. Dexter  
William A. Dix

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

WILLIAM A. DEXTER CORPORATION

David S. Decker

ATTEST:

Marie C. Oyster  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 19 day of December, 1981, before me personally appeared DAVID S. DECKER and MARIE E. DECKER, President and Secretary respectively of William A. Dexter Corporation, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation.

WITNESS my signature, and official seal at Dunedin in the County of Pinellas and State of Florida the day and year last aforesaid.

William A. Dix  
Notary Public

My Commission Expires: 7/24/85

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN W. WILSON, as Trustee, to me well known and known to me to be the individual

described in and who executed the same freely and voluntarily for the purposes therein expressed.

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

William A. Davis  
Notary Public

My Commission Expires: 7/29/85



FILED & RECORDED  
PINELLAS COUNTY, FLORIDA  
WALT CONNORS, CLERK  
'81 DEC 21 AM 9 35

FILE NO. 308414

VERIFIED BY:

D.C.

DEXTER PARK VILLAS

HOMOSASSA SPRINGS, FLORIDA

PLANNED RESIDENTIAL DEVELOPMENT

RESTRICTIONS

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

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4; and the Southeast 1/4 of the Southwest 1/4 EXCEPT the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 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, said Owners are constructing on the said premises, for sale to the general public, one hundred fifty three (153) single family homes located on a separately described parcel by metes and bounds, and altogether is known as DEXTER PARK VILLAS, a Planned Residential Development with certain common elements therein, Citrus County Florida; and

WHEREAS, in addition to prescribing certain regulations in said DEXTER PARK VILLAS, the Owner intends to create other restrictions concerning the use of the said real property within the development hereinbefore described, and as recorded elsewhere in the Public Records of Pinellas County, Florida,

NOW, THEREFORE, the undersigned, JOHN W. WILSON, as Trustee, in order to protect and safeguard each and every purchaser, his successors and assigns, of any lot or parcel in said premises, the following easements and restrictions and property requirements on residential structures located within said developed premises are hereby created, to wit:

1. The easements hereby created are and shall be perpetual and construed as a covenant running with the land and each and every person accepting a deed to any lot 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 to any lot, 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, in executing and delivering deeds to the said lots, shall insert in said conveyances by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the book and page of the record in which this instrument is recorded.

2. The property described shall and is to be considered as single family residential property and shall be used solely for the purpose of dwellings and shall be lived in and maintained by each owner thereof in conformance with the overall plan herein described and elsewhere in these recorded instruments for single families. The maintenance building erected on an unrecorded lot may be used by the Owner or the maintenance contractor as an office or depot for yard and street equipment for such time and duration as may be considered feasible.

3. No structure other than residential in design and nature shall be erected anywhere on the said property with the exception of the maintenance building as above stated. No exterior modifications, made without written approval of the DEXTER PARK VILLAS Association.

4. No lot in said development shall be reduced in size or enlarged by consolidation with adjoining lots without the prior written consent of the Owners.

5. No noxious, offensive activity, or home trade shall be carried on upon any of the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No laundry shall be hung for drying in such a way as to be readily visible from the street.



6. Metal storage buildings, shacks, or any temporary building of any design whatsoever are expressly prohibited within the property provided, however this shall not prevent the erection of temporary storage buildings for materials or supplies to be used in the construction of the villas and which shall be removed by the owner from the premises upon completion.

7. No sign of any kind shall be displayed to the public view except one sign of not more than two square feet advertising the property for sale. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot other than such animals may be considered household pets and kept upon such lot. There shall be a limit of one dog per each dwelling. Further no more than one cat may be kept per each dwelling. Any pet owner shall strictly observe any lease law in the County of Citrus and State of Florida general law. All pets must be strictly controlled at all times and not become a nuisance to the other residents. No animal waste shall be permitted on the common elements nor shall waste be allowed to remain on individual lots.

9. Trash, garbage and other waste shall be kept only in covered sanit containers properly concealed from view with the contents at pick-up time emptied into a collective "dumpster" located on the premises.

10. No commercial vehicles other than those present on business may be parked within the property boundaries.

Boats, boat trailers, campers, recreational vehicles, trucks and other towed vehicles with or without self contained living quarters must be stored or parked at the designated area if space is available, without exception. This rule shall also apply to all commercial type vehicles evidencing any lettering on the sides whether it be advertising, slogans or whatever, but shall not apply to vans or light duty vehicles that are unmarked and used as personal transport. Lettered vehicles may be kept in enclosed garages.

Guests of unit owners, may park recreational vehicles, boats, or other at the designated area only on a temporary basis of not more than seven days in any thirty (30) day period.

11. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot within the property except as erected by developer. Fences will be permitted for lot enclosure attached to house but not encroaching on any easements. Interior of fenced areas shall be maintained by lot owner or tenant. Fences shall be chain link type only. Antennas will be permitted for television reception only.

12. All owners of dwellings shall exercise extreme care about making noises, automotive, mechanical or otherwise, of the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other neighbors. No shall an owner commit or personally permit any nuisance, immoral or illegal act either in his dwelling or in or about common elements. No repairs to vehicles or equipment is permitted upon any portion of the common elements.

13. Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto, in addition to all other remedies the right to enter upon the land as to which such violation or breach exists and summarily abate and remove the same at the expense of the owner and the parties hereto shall not be liable in any manner for trespass, abatement or removal therefrom.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under the owner for a period of twenty-five (25) years from the date these covenants are recorded.

15. Enforcement shall be by appropriate legal proceedings against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto.

16. Insurance upon each separate living unit shall be the sole responsibility of the unit owners.

17. The covenants and conditions of DEXTER PARK VILLAS shall constitute the DEXTER PARK VILLAS Owners' Association and shall have authority to prepare rules and regulations for the conduct of residents of DEXTER PARK VILLAS, including rules and regulations as may pertain to the use of undivided ownership of property related thereto, such as recreational areas, parking lots, streets and other similar areas, and for the enforcement of the foregoing restrictions relating thereto. The members of the Association shall not be entitled to compensation for their services. The rights, powers and obligations given to the DEXTER PARK VILLAS Owners' Association may be assigned by the said DEXTER PARK VILLAS Owners' Association to such management corporation as it deems desirable and which shall agree to assume said rights, powers and duties and to carry out and perform the same; such assignment or transfer shall be made by appropriate instrument in writing.

18. The restrictive covenants contained in this agreement may be modified, amended and changed by the approval of sixty percent (60%) of the members of the DEXTER PARK VILLAS Owners' Association together with the consent of any Mortgagee.

19. Invalidation of any one of these covenants shall in no way affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 19 day of December, A.D. 1981.

Signed, sealed and delivered in the presence of:

William A. Duns

John W. Wilson  
JOHN W. WILSON, as Trustee

William A. Duns

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 be the person described in and who executed the foregoing instrument, and they acknowledged before me the execution of same.

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

William A. Duns  
Notary Public

My Commission Expires: 7/29/85

FILE NO. 309416

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
WALT CONNORS, CLERK  
'81 DEC 21 AM 9 46

VERIFIED BY: [Signature]  
D.O.



Plc 5-00

**AMENDMENT TO  
DEXTER PARK VILLAS  
HOMEBASE SPRINGS, FLORIDA  
PLANNED RESIDENTIAL DEVELOPMENT  
RESTRICTIONS**

THIS AMENDMENT is made on the date shown below, and amends the above-referenced Restrictions dated December 19, 1981, and recorded in Q. R. Book 588, Page 1877, Public Records of Citrus County, Florida.

Paragraph 2. of said Restrictions is hereby amended in its entirety, and as amended, shall read as follows:

2. The property described shall and is to be considered as single family residential property and shall be used solely for the purpose of dwellings and shall be maintained by each owner thereof in conformance with the overall plan herein described and elsewhere in these recorded instruments for single families. The maintenance building erected on an unrecorded lot may be used by the Owner or the maintenance contractor as an office or depot for yard and street equipment for such time and duration as may be considered feasible.

In all other respects, the Restrictions remain in full force and effect.

WITNESSES:

*Jay R. Hagood*  
*Lyle W. ...*

VERIFIED BY:  
D.C.  
JOHN W. WILSON, Trustee  
994681

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

SWORN TO AND SUBSCRIBED before me on this 22<sup>nd</sup> day of

October, 1984.

*J. C. Lafayette*  
NOTARY PUBLIC  
My Commission Expires Feb. 16, 1985

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 16, 1985

BOOK 655 PAGE 268

Prepared By and Return To:  
John C. Lafayette, Esquire  
Burton Professional Association  
P. O. Box 4781  
Clearwater, Florida 33518



DEXTER PARK VILLAS  
HOMOGASSA SPRINGS, FLORIDA  
PLANNED RESIDENTIAL DEVELOPMENT  
RESTRICTIONS

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

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4; and the Southeast 1/4 of the Southwest 1/4 EXCEPT the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 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, said Owners are constructing on the said premises, for sale to the general public, one hundred fifty three (153) single family homes located on a separately described parcel by metes and bounds, and altogether is known as DEXTER PARK VILLAS, a Planned Residential Development with certain common elements therein, Citrus County Florida; and

WHEREAS, in addition to prescribing certain regulations in said DEXTER PARK VILLAS, the Owner intends to create other restrictions concerning the use of the said real property within the development hereinbefore described, and as recorded elsewhere in the Public Records of Pinellas County, Florida,

NOW, THEREFORE, the undersigned, JOHN W. WILSON, as Trustee, in order to protect and safeguard each and every purchaser, his successors and assigns, of any lot or parcel in said premises, the following easements and restrictions and property requirements on residential structures located within said developed premises are hereby created, to wit:

1. The easements hereby created are and shall be perpetual and construed as a covenant running with the land and each and every person accepting a deed to any lot 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 to any lot, 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, in executing and delivering deeds to the said lots, shall insert in said conveyances by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the book and page of the record in which this instrument is recorded.

2. The property described shall and is to be considered as single family residential property and shall be used solely for the purpose of dwellings and shall be lived in and maintained by each owner thereof in conformance with the overall plan herein described and elsewhere in these recorded instruments for single families. The maintenance building erected on an unrecorded lot may be used by the Owner or the maintenance contractor as an office or depot for yard and street equipment for such time and duration as may be considered feasible.

3. No structure other than residential in design and nature shall be erected anywhere on the said property with the exception of the maintenance building as above stated. No exterior modifications, made without written approval of the DEXTER PARK VILLAS Association.

4. No lot in said development shall be reduced in size or enlarged by consolidation with adjoining lots without the prior written consent of the Owners.

5. No noxious, offensive activity, or home trade shall be carried on upon any of the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No laundry shall be hung for drying in such a way as to be readily visible from the street.

6. Metal storage buildings, shacks, or any temporary building of any design whatsoever are expressly prohibited within the property provided, however this shall not prevent the erection of temporary storage buildings for materials or supplies to be used in the construction of the villas and which shall be removed by the owner from the premises upon completion.

7. No sign of any kind shall be displayed to the public view except one sign of not more than two square feet advertising the property for sale. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot other than such animals may be considered household pets and kept upon such lot. There shall be a limit of one dog per each dwelling. Further no more than one cat may be kept per each dwelling. Any pet owner shall strictly observe any lease law in the County of Citrus and State of Florida general law. All pets must be strictly controlled at all times and not become a nuisance to the other residents. No animal waste shall be permitted on the common elements nor shall waste be allowed to remain on individual lots.

9. Trash, garbage and other waste shall be kept only in covered sanit containers properly concealed from view with the contents at pick-up time emptied into a collective "dumpster" located on the premises.

10. No commercial vehicles other than those present on business may be parked within the property boundaries.

Boats, boat trailers, campers, recreational vehicles, trucks and other towed vehicles with or without self contained living quarters must be stored or parked at the designated area if space is available, without exception. This rule shall also apply to all commercial type vehicles evidencing any lettering on the sides whether it be advertising, slogans or whatever, but shall not apply to vans or light duty vehicles that are unmarked and used as personal transports. Lettered vehicles may be kept in enclosed garages.

Guests of unit owners, may park recreational vehicles, boats, or other at the designated area only on a temporary basis of not more than seven days in any thirty (30) day period.

11. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot within the property except as erected by developer. Fences will be permitted for pet enclosure attached to house but not encroaching on any easements. Interior of fenced areas shall be maintained by lot owner or tenant. Fences shall be chain link type only. Antennas will be permitted for television reception only.

12. All owners of dwellings shall exercise extreme care about making noises, automotive, mechanical or otherwise, of the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other neighbors. No shall an owner commit or personally permit any nuisance, immoral or illegal act either in his dwelling or in or about common elements. No repairs to vehicles or equipment is permitted upon any portion of the common elements.

13. Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto, in addition to all other remedies the right to enter upon the land as to which such violation or breach exists and summarily abate and remove the same at the expense of the owner and the parties hereto shall not be liable in any manner for trespass, abatement or removal therefrom.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under the owner for a period of twenty-five (25) years from the date these covenants are recorded.

15. Enforcement shall be by appropriate legal proceedings against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto.

16. Insurance upon each separate living unit shall be the sole responsibility of the unit owners.



17. The owners and developers of DEXTER PARK VILLAS shall constitute the DEXTER PARK VILLAS Owners' Association and shall have authority to prepare rules and regulations for the conduct of residents of DEXTER PARK VILLAS, including rules and regulations as may pertain to the use of undivided ownership of property related thereto, such as recreational areas, parking lots, streets and other similar areas, and for the enforcement of the foregoing restrictions relating thereto. The members of the Association shall not be entitled to compensation for their services. The rights, powers and obligations given to the DEXTER PARK VILLAS Owners' Association may be assigned by the said DEXTER PARK VILLAS Owners' Association to such management corporation as it deems desirable and which shall agree to assume said rights, powers and duties and to carry out and perform the same; such assignment or transfer shall be made by appropriate instrument in writing.

18. The restrictive covenants contained in this agreement may be modified, amended and changed by the approval of sixty percent (60%) of the members of the DEXTER PARK VILLAS Owners' Association together with the consent of any Mortgagee.

19. Invalidation of any one of these covenants shall in no way affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 19 day of DECEMBER, A.D. 1981.

Signed, sealed and delivered in the presence of:

William A. Dins

John W. Wilson  
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 be the person described in and who executed the foregoing instrument, and they acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of DECEMBER, A.D. 1981.

William A. Dins  
Notary Public

My Commission Expires: 7/21/85

FILE NO. 309416

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
WALT CONNOR, CLERK

'81 DEC 21 AM 9 46

VERIFIED BY:

D.O.