



16 SE BROADWAY ST • OCALA, FLORIDA 34471

PHONE (352) 732-5255 • FAX (352) 732-0164

# 10 - 42 Acre Tracts Marion County, Florida Romeo/Dunnellon

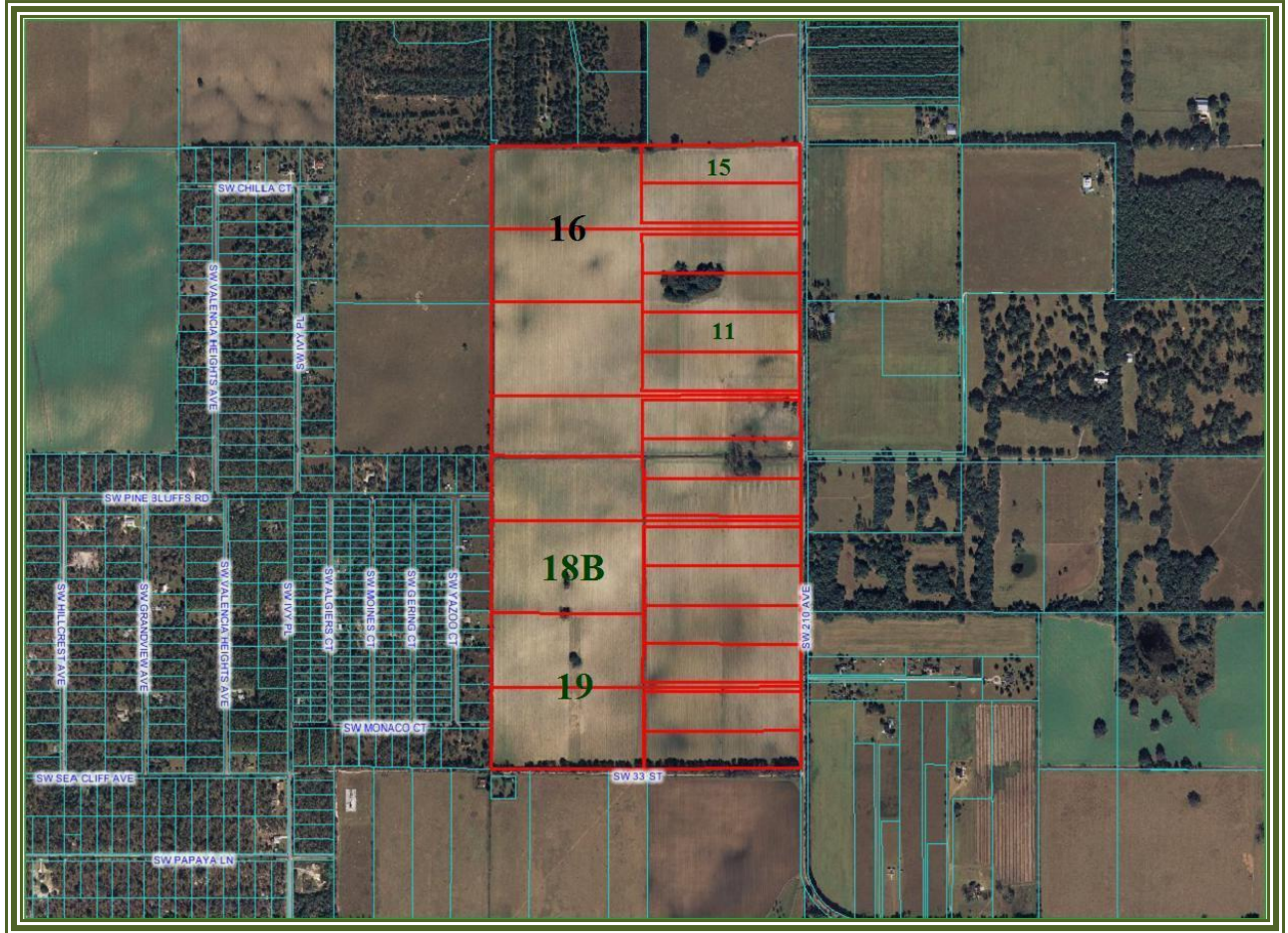
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# Meadow Ridge Ranches South



Aerial Map

Record \$ \_\_\_\_\_

Prepared By & Return To:

Sandy McBride  
McBride Land & Development Co.  
1553 SE Fort King Street  
Ocala, FL 34471



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 07/07/2005 02:55:59 PM

FILE #: 2005118310 OR BK 04095 PGS 0319-0321

RECORDING FEES 27.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MEADOW RIDGE RANCHES SOUTH**

WHEREAS,

KIRK BOONE, as Trustee per the unrecorded trust agreement, is the fee title owner of the real property described as:

See attached Exhibit "A"

KNOW ALL MEN BY THESE PRESENTS, that

KIRK BOONE, as Trustee, (hereinafter called Declarant) hereby declares the following restrictions and limitations on use and development, which shall bind each, any and all subsequent owners, whether holders of legal or equitable title, or both, and which shall constitute covenants running with the land described above:

1. The property may be used for residential purposes only. No commercial business activity shall be allowed on the property except those allowed under Item #7.
2. No house trailers, mobile or modular homes, travel trailers, or like shall be permitted in Meadow Ridge Ranches South for residential or storage purposes.
3. All conventional homes erected on the property shall be built in compliance with any applicable State and County requirements. All residences must be at least 2,000 square feet, exclusive of garages, carports or porches. Guest or mother-in-law houses are permitted and must be at least 1,500 square feet, exclusive of garages, carports or porches, and cannot be built until the primary residence has been constructed.
4. No structure or shelter shall be used for residential purposes except conventional site-built houses. An exception to this provision would be no more than one apartment of not less than 600 square feet to be located within the confines of a barn or similar structure. The apartment would be in compliance with all County building requirements.
5. All residences and structures shall be set back at least 50 feet from all property lines or easements and 150 feet from all public right-of-ways.
6. All water and septic/sewer systems shall meet State and County requirements.
7. Commercial Businesses are not permitted. Commercial dog, goat, hog, poultry, rabbit or dairy farming are NOT permitted. Horses and beef cattle are excluded by this restriction and may be raised or trained commercially, with a maximum amount of one (1) livestock animal per acre. Personal farming operations are permitted. Birds, cats, dogs, livestock, poultry, or other animals and household pets retained for domestic use or consumption are permitted, provided that Paragraph 8 hereof is not violated. No swine of any kind shall be raised, bred or kept on any of the aforementioned property, with the exception of pot bellied pigs as pets.
8. No noxious or offensive activity shall be carried on upon any tract or within any portion of the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. Barns, stables, storage buildings and other outbuildings and fences must be of new materials and constructed in a skilled, workmanlike manner. All fencing shall be black 3 or 4 board fencing of treated wood or wood simulated vinyl, or top board fencing backed with no-climb wire, unless an alternate fencing is approved by Declarant. Fences shall not be less than forty-eight (48") in height nor exceed fifty-six (56") in height.
10. No non-operating vehicles, accumulation of debris, refuse, trash or junk may be placed or stored on the property. Property owners shall keep their property mowed and well-maintained at all times.
11. Residences will be limited to two (2) per Tract, subject to any County regulations according to the before described survey. No temporary buildings for housing purposes shall be erected.

12. No parcel in Meadow Ridge Ranches South may be divided smaller than ten (10) acres.
13. The Declarant, his successors and assigns, expressly reserves the right to grant easements for the creation, construction and maintenance of utilities such as water, sewer, gas, telephone, electric and cable television. Such easements shall be located within twenty (20) feet of all front property lines and within ten (10) feet of the rear and side lines of said lots and such additional area necessary to provide service to each individual property owner.
14. These Covenants, Conditions and Restrictions shall continue in full force and effect with respect to the property until December 31, 2030, subject to the provisions of the following paragraph. The Covenants, Conditions and Restrictions are to run with the land, and except and as otherwise provided herein, shall be binding upon the Declarant and upon all other parties and persons claiming under or through Declarant to all or any portion of the property.
15. These Covenants, Conditions and Restrictions may be supplemented, modified, or amended only by the written consent of the property owners who collectively hold legal or equitable title to at least fifteen (15) tracts of the previously described survey plat of Meadow Ridge Ranches South. In addition to the written consent of the property owners, the written consent of any lien holder or mortgage holders with respect to the consenting lot whose interest occurred subsequent to this date must also be procured. Any amendment, supplement, or modification to this Declaration shall be recorded in the Public Records of Marion County, Florida.
16. If the parties hereto, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and prevent him or them from so doing and/or to recover damages or dues for the violation thereof. Any party hereto specifically recognizes that the remedy at law for any breach of the covenants shall be inadequate and that, in addition to any other remedy at law or in equity, injunctive relief shall be appropriate. The failure of any party to enforce any violation of this Declaration of Protective Covenants and Restrictions shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
17. In connection with any litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including appellate proceedings.
18. The purpose of these restrictive covenants is to protect property values, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired character of the community to thereby secure to each property owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of the property than is necessary to insure the same advantages to the other owners.
19. Invalidation or removal of any of the covenants by judgment, decree, court order, statute, ordinance or amendment by the Declarant, his successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Amended Declaration of Restrictions and Protective Covenants for the real property herein described, has been executed by the "Declarant" named on the first page on the 7 day of June, 2005.

Signed, sealed and delivered  
in our presence as witnesses:

Nicole Robinson  
Nicole Robinson  
Terri Maddox  
Terri Maddox

"Declarant"

Kirk Boone  
Kirk Boone, Trustee

STATE OF FLORIDA  
COUNTY OF MARION

PERSONALLY APPEARED before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments in the State of Florida, Kirk Boone, Trustee, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

Witness my hand and official seal the 7 day of June, 2005.

(SEAL)

Nicole J. Robinson  
Notary Public-State of Florida

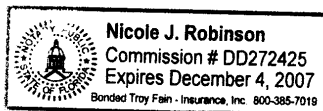


Exhibit "A"

The Northeast  $\frac{1}{4}$  of Section 22, Township 15 South, Range 18 East, Marion County, Florida, containing 160 Acres, more or less.

AND

The Southeast  $\frac{1}{4}$  of Section 22, Township 15 South, Range 18 East, Marion County, Florida, Containing 160 Acres, more or less.