

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

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THIS DECLARATION, made on the date hereinafter set forth by

RICHARD L. PELHAM

hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Leon County, State of Florida, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF;

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.

JUL 12 4 31 PM 1985

PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

723861

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

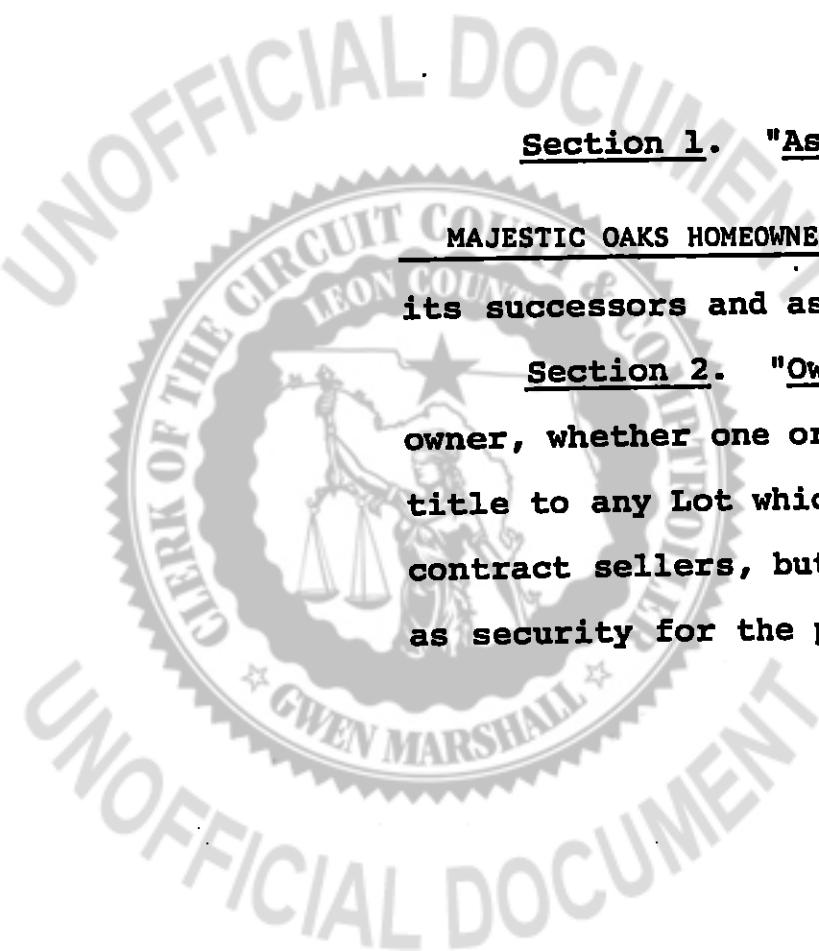
Definitions

Section 1. "Association" shall mean and refer to

MAJESTIC OAKS HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.

its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, or covered by a grant of easement to the "Association" for that same purpose. The Common Area to be covered by a grant of easement to the Association at the time of conveyance of the first lot is described in Exhibit "B" attached hereto and by reference made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas, or in the event said subdivision is unrecorded, each plot of land described as a Lot in Exhibit "C" attached hereto and by reference made a part hereof.

Section 6. "Declarant" shall mean and refer to

RICHARD L. PELHAM

its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

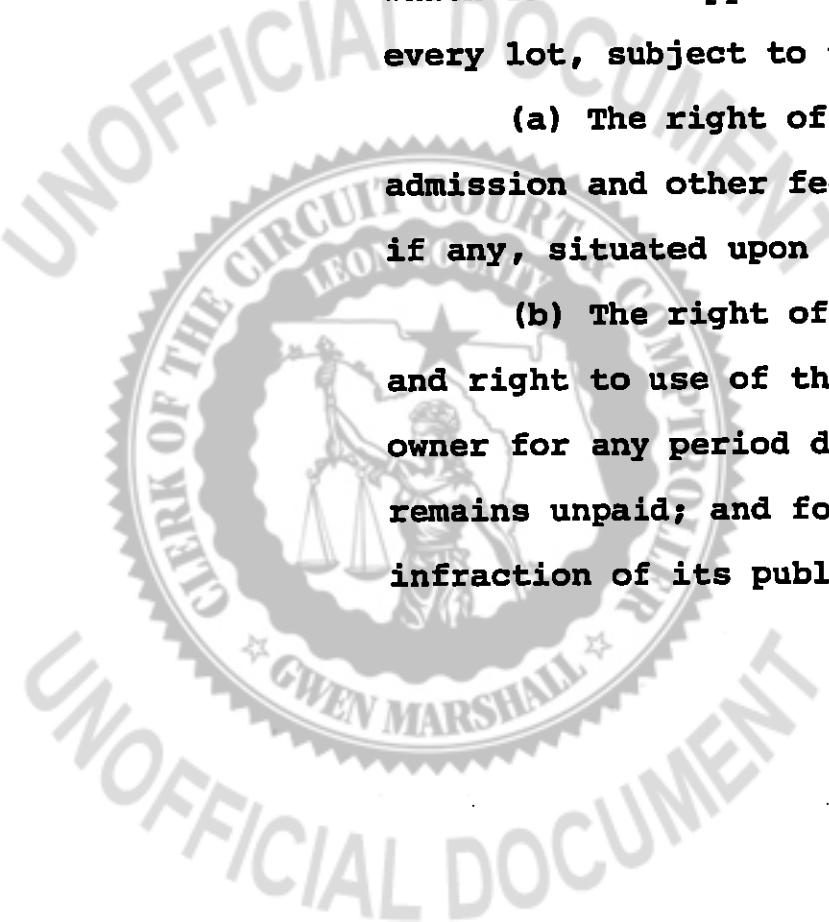
## ARTICLE II

### Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;



(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On March 31, 1989.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be

ONE HUNDRED AND NO/100----- dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

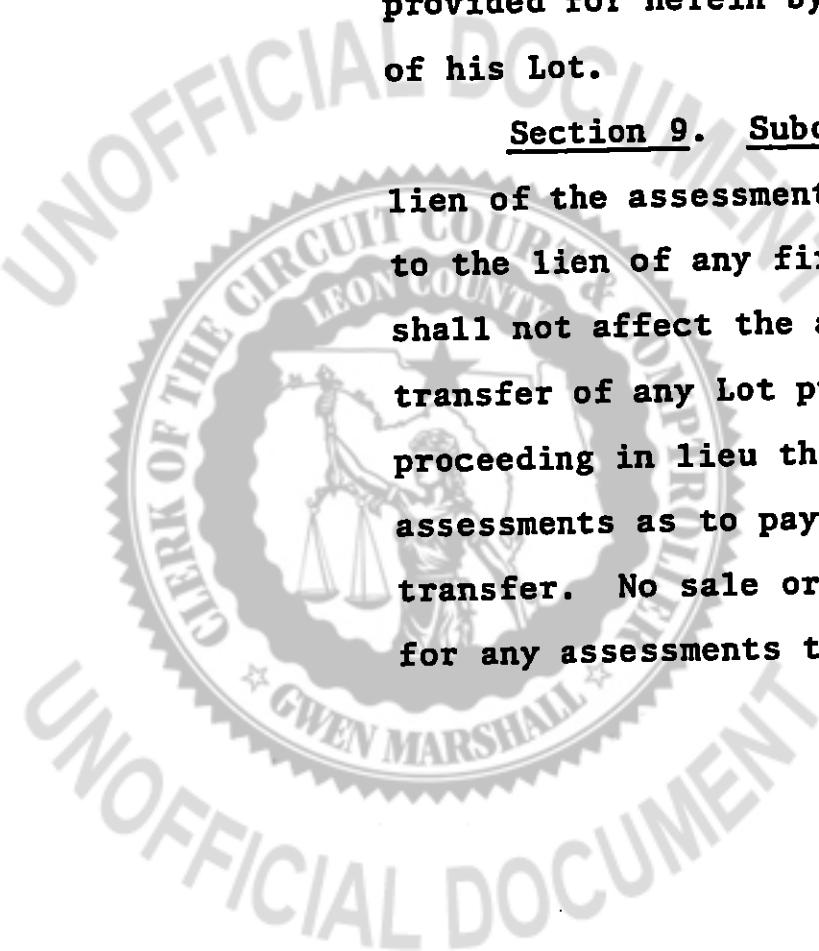
Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.



ARTICLE V

Land Use and Building Type

No lot shall be used except for residential purposes.

ARTICLE VI

Dwelling Size

No dwelling shall be permitted on any lot unless it is at least 1500 square feet.

ARTICLE VII

Building Location

No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum setback lines determined by the Leon County Building Codes.

ARTICLE VIII

Nuisances

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE IX

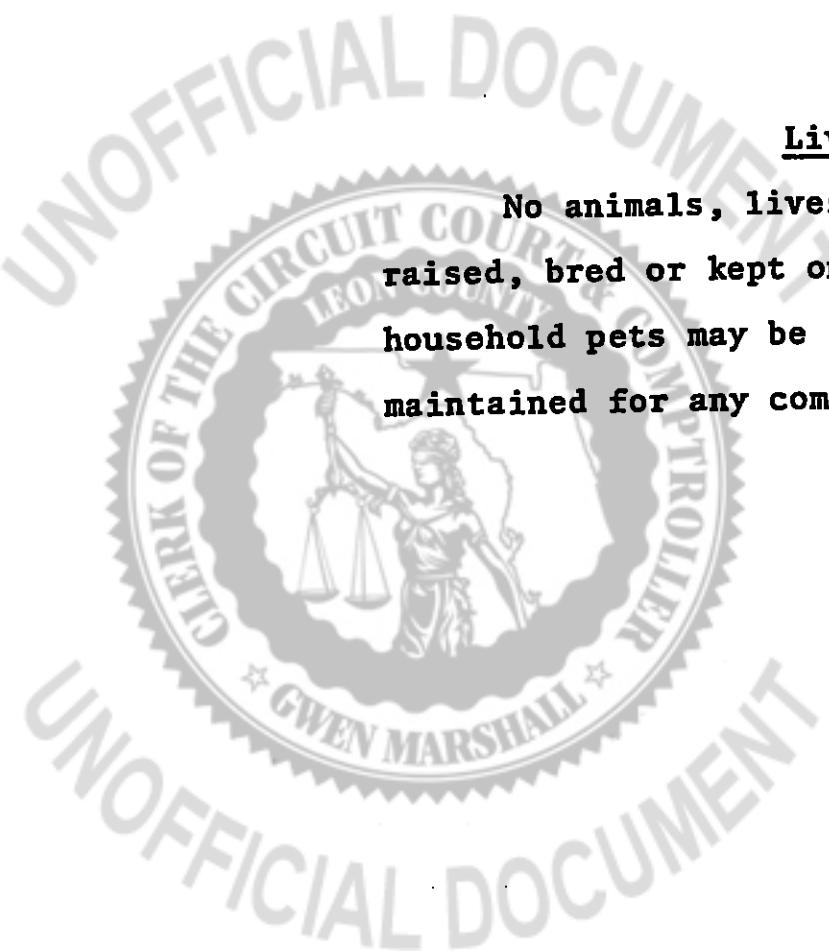
Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than ten square feet to advertise the property for sale or lease.

ARTICLE X

Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.



ARTICLE XI

Architectural Control

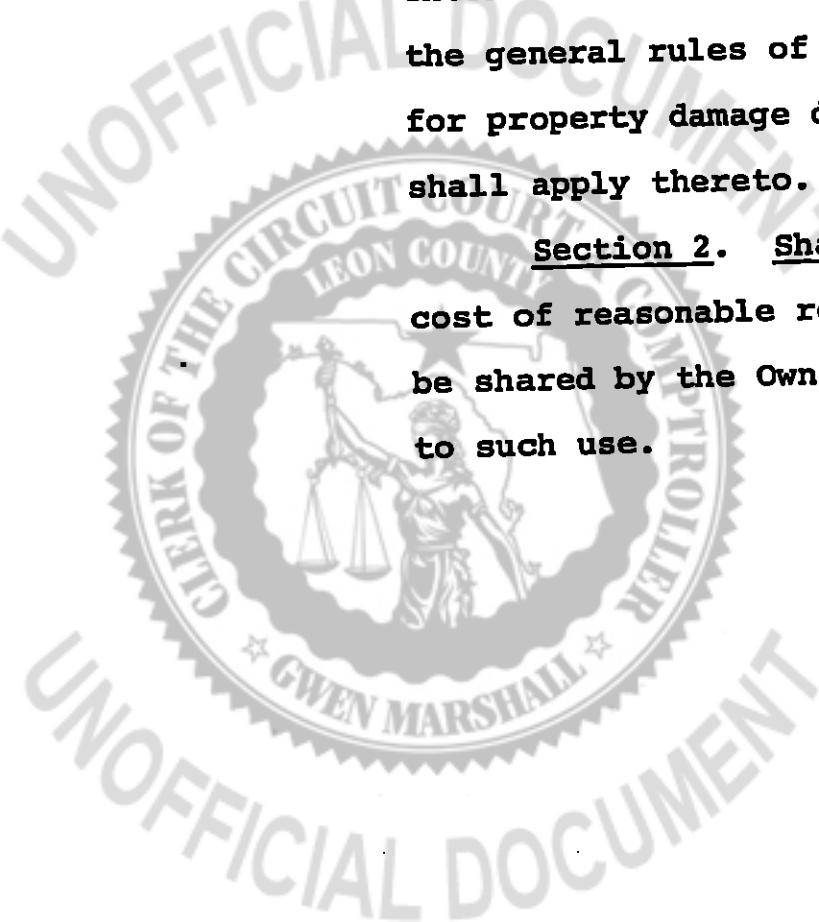
No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.



Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

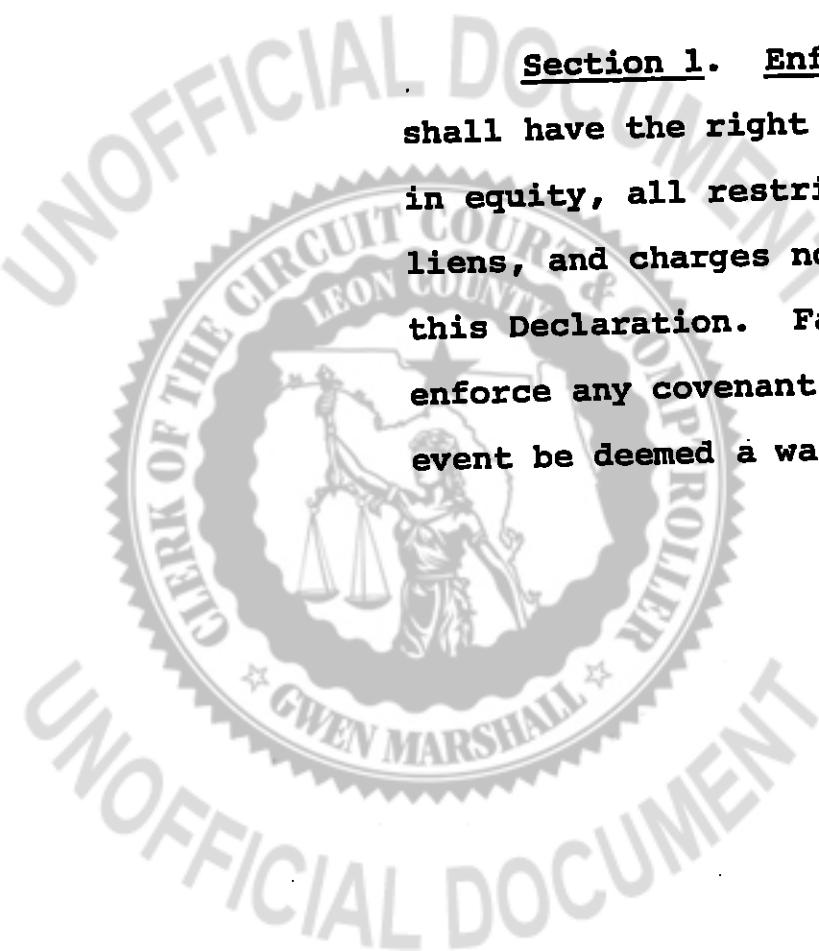
Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE XIII

##### General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds vote of the Association.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions <sup>when appropriate</sup> will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of February, 1985.

Signed, sealed and delivered in our presence as witnesses:

Mary R. Kaece  
Traci Lehner

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing was acknowledged before me by RICHARD L. PELHAM  
this 11th day of February, 1985.

Prepared by:  
JAMES R. GUERINO, ESQ.  
3045 Tower Court  
Tallahassee, Florida

Richard L. Pelham (SEAL)  
RICHARD L. PELHAM

Mary R. Kaece  
Notary Public # 101  
My Commission expires: 10/25/2011  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 25 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT "A"

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 32 (also being the Northeast corner of the Southeast Quarter of Section 31), Township 2 North; Range 1 West, Leon County, Florida, and run thence South 88 degrees 10 minutes 33 seconds East along the North boundary of the Southwest Quarter of said Section 32, a distance of 447.63 feet to an iron pipe, thence South 17 degrees 03 minutes 28 seconds West 506.76 feet to the approximate 88.3 contour of Lake Jackson as follows: South 29 degrees 34 minutes 28 seconds West 359.55 feet, thence South 01 degree 25 minutes 14 seconds East 198.42 feet, thence South 14 degrees 07 minutes 28 seconds West 221.26 feet, thence South 08 degrees 15 minutes 38 seconds East 193.96 feet to the Point of Beginning. From said Point of Beginning continue thence along said approximate 88.3 contour of Lake Jackson as follows: South 22 degrees 24 minutes 20 seconds East 326.28 feet, thence South 44 degrees 13 minutes 14 seconds East 268.04 feet, thence North 53 degrees 01 minutes 40 seconds East 231.99 feet, thence South 66 degrees 58 minutes 08 seconds East 190.03 feet, thence South 28 degrees 30 minutes 22 seconds West 161.94 feet, thence South 87 degrees 06 minutes 22 seconds West 218.96 feet, thence South 07 degrees 10 minutes 50 seconds East 295.44 feet, thence South 46 degrees 02 minutes 02 seconds East 92.22 feet, thence South 19 degrees 10 minutes 10 seconds West 150.0 feet, thence leaving said approximate 88.3 contour of Lake Jackson run West 680.0 feet, more or less, to a point on the Easterly right of way boundary of State Road No. 157 (Old Bainbridge Road), thence Northwesterly along said Easterly right of way boundary 1120.0 feet, more or less, thence leaving said Easterly right of way boundary run East 374.0 feet, more or less, to the Point of Beginning; containing 16.40 acres, more or less.

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ALSO:

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 32 (also being the Northeast corner of the Southeast Quarter of Section 31), Township 2 North, Range 1 West, Leon County, Florida, and run South 88 degrees 10 minutes 33 seconds East along the North boundary of the Southwest Quarter of said Section 32 a distance of 447.63 feet to an iron pipe, thence South 17 degrees 03 minutes 28 seconds West 506.76 feet to the approximate 88.3 foot contour of Lake Jackson, thence along said approximate 88.3 foot contour as follows: South 29 degrees 34 minutes 28 seconds West 359.55 feet, thence South 01 degree 25 minutes 14 seconds East 198.42 feet, thence South 14 degrees 07 minutes 28 seconds West 221.26 feet, thence South 08 degrees 15 minutes 38 seconds East 193.96 feet to a concrete monument, thence West 355.58 feet to a concrete monument lying on a curve concave to the Easterly on the Easterly right of way boundary of State Road No. 157 (Old Bainbridge Road), thence from a tangent bearing of South 01 degree 40 minutes 07 seconds East run Southerly along said right of way curve with a radius of 2259.01 feet, through a central angle of 04 degrees 09 minutes 15 seconds, for an arc distance of 163.79 feet to a concrete monument, thence South 05 degrees 49 minutes 22 seconds East along said right of way boundary 535.74 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 05 degrees 49 minutes 22 seconds East along said right of way boundary 102.55 feet to a point lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 05 degrees 49 minutes 22 seconds West run Northwesterly and Northeasterly along said curve with a radius of 30.00 feet, through a central angle of 102 degrees 47 minutes 40 seconds, for an arc distance of 53.82 feet, thence South 83 degrees 01 minute 42 seconds East 93.26 feet to a point of curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 71 degrees 02 minutes 01 second, for an arc distance of 24.80 feet, thence South 11 degrees 59 minutes 41 seconds East 193.94 feet to a point of curve to the right; thence along said curve with a radius of 20.00 feet, through a central angle of 60 degrees 00 minutes 00 seconds, for an arc distance of 20.94 feet, thence South 48 degrees 00 minutes 19 seconds West 11.91 feet, thence South 41 degrees 59 minutes 41 seconds East 30.00 feet to a point lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 48 degrees 00 minutes 19 seconds East run Easterly along said curve with a radius of 50.63 feet, through a central angle of 60 degrees 00 minutes 00 seconds, for an arc distance of 53.02 feet, thence North 18 degrees 00 minutes 19 seconds East 30.00 feet, thence North 71 degrees 59 minutes 41 seconds West 11.91 feet to a point of curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 60 degrees 00 minutes 00 seconds, for an arc distance of 20.94 feet, thence North 11 degrees 59 minutes 41 seconds West 189.17 feet to a point of curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 79 degrees 35 minutes 21 seconds, for an arc distance of 27.78 feet, thence North 67 degrees 35 minutes 40 seconds East 134.83 feet to a point of curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 31.42 feet, thence South 22 degrees 24 minutes 20 seconds East 146.26 feet to a point of curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 52 degrees 01 minute 12 seconds, for an arc distance of 18.16 feet to a point of reverse curve to the left, thence along said curve with a radius of 45.00 feet, through a central angle of 284 degrees 02 minutes 25 seconds, for an arc distance of 223.08 feet to a point of reverse curve to the right, thence along said curve with a radius of 20.00 feet, through a central angle of 52 degrees 01 minute 12 seconds, for an arc distance of 18.16 feet, thence North 22 degrees 24 minutes 20 seconds West 206.26 feet, thence South 67 degrees 35 minutes 40 seconds West 215.04 feet to a point of curve to the right, thence along said curve with a radius of 30.00 feet, through a central angle of 29 degrees 22 minutes 38 seconds, for an arc distance of 15.38 feet, thence North 83 degrees 01 minute 42 seconds West 131.41 feet to a point of curve to the right, thence along said curve with a radius of 30.00 feet, through a central angle of 77 degrees 12 minutes 20 seconds, for an arc distance of 40.42 feet to the POINT OF BEGINNING; containing 0.93 acre, more or less.

A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of this description and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.