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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

MELODY HILLS CLUSTER COMMUNITY

THIS DECLARATION made and executed this 9<sup>th</sup> day of September, 1985, by PIONEER SERVICE CORPORATION, a Florida corporation with its principal place of business in Leon County, Florida, 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, Florida, which is more particularly described as follows:

Begin at a concrete monument marking the Northeast corner of Lot 1, Block "M" of Melody Hills Unit No. 4, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 41 of the Public Records of Leon County, Florida, and run thence North 00 degrees 14 minutes 32 seconds West 555.89 feet to a concrete monument, thence North 89 degrees 19 minutes 44 seconds West 53.87 feet to a concrete monument, thence North 00 degrees 13 minutes 03 seconds West 160.23 feet to a concrete monument, thence South 89 degrees 44 minutes 32 seconds West 386.24 feet to a concrete monument, thence North 29 degrees 52 minutes 45 seconds West 155.16 feet to a concrete monument on the Southeasterly maintained right of way boundary of Centerville Road, said maintained right of way boundary being recorded in Road Plat Map 2 of the Public Records of Leon County, Florida, thence South 50 degrees 08 minutes 18 seconds West along said maintained right of way boundary 71.35 feet to a concrete monument, thence South 53 degrees 43 minutes 53 seconds West along said maintained right of way boundary 98.16 feet to a concrete monument, thence South 52 degrees 34 minutes 38 seconds West along said maintained right of way boundary 98.92 feet to a concrete monument, thence South 46 degrees 31 minutes 07 seconds West along said maintained right of way boundary 50.64 feet to a concrete monument on the Northeasterly boundary of Lot 11, Block "I" of Melody Hills Unit 2, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 36 of the Public Records of Leon County, Florida, thence South 41 degrees 29 minutes 41 seconds East along the Northeasterly boundary of said Lot 11 a distance of 158.13 feet to a concrete monument marking the most Easterly corner of said Lot 11, said concrete monument also being the most Northerly corner of Lot 20, Block "I" of Melody Hills Unit No. 4, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 41 of the Public Records of Leon County, Florida, thence South 75 degrees 16 minutes 36 seconds East along the Northerly boundary of said Melody Hills Unit No. 4 a distance of 128.94 feet to a concrete monument, thence South 69 degrees 13 minutes 43 seconds East along the Northerly boundary of said Melody Hills Unit No. 4 a distance of 181.80 feet to a concrete monument, thence South 32 degrees 00 minutes 38 seconds West along the Easterly boundary of said Melody Hills Unit No. 4 a distance of 60.15 feet to a concrete monument, thence South 04 degrees 31 minutes 38 seconds West along the Easterly boundary of

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RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

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This Instrument prepared by:

RUSSELL D. GAUTIER OF  
PENNINGTON, WILKINSON & DUNLAP  
Attorneys at Law  
Post Office Box 13527  
Tallahassee, Florida 32317-3527

PENNINGTON, WILKINSON, DUNLAP, BUTLER & GAUTIER  
TALLAHASSEE, FLORIDA 32308

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said Melody Hills Unit No. 4 a distance of 319.87 feet to a concrete monument, thence South 17 degrees 38 minutes 21 seconds East along the Easterly boundary of said Melody Hills Unit No. 4 a distance of 165.05 feet to a concrete monument, thence North 89 degrees 47 minutes 00 seconds East along the Northerly boundary of said Melody Hills Unit No. 4 a distance of 336.80 feet to a concrete monument on the Easterly right of way boundary of Ted Hines Drive, thence South 00 degrees 14 minutes 32 seconds East along said Easterly boundary 48.37 feet to a concrete monument on the Northerly boundary of said Lot 1, Block "M" of Melody Hills Unit No. 4, thence North 89 degrees 47 minutes 14 seconds East along said Northerly boundary 119.95 feet to the POINT OF BEGINNING; containing 9.33 acres, more or less.

The foregoing described property being subject to drainage easements, sanitary sewer easements, access and utility easements.

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 Melody Hills Cluster Community Homeowners Association, 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 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 all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot consists of the areas depicted as common areas (park and stormwater management area) on Exhibit "A" attached hereto and by reference made a part hereof, together with the roadways depicted on Exhibit "A". In addition to the Owners, the Common Area will be available for use by the owners of lots in Melody Hills.

Section 5. Additional real property may be conveyed to the Association for the common use and enjoyment of the owners as the Properties are developed.

Section 6. "Lot" shall mean and refer to each plot of land described in Exhibit "A," attached hereto and by reference made a part hereof, with the exception of the Common Area. The legal description of each Lot may be subject to variation or change by the Declarant.

Section 7. "Declarant" shall mean and refer to PIONEER SERVICE CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Melody Hills" shall mean the subdivision known as Melody Hills as per the plat recorded in Plat Book 5, Page 16 of the Public Records of Leon County, Florida, Melody Hills, Unit II, as per the plat recorded in Plat Book 5, Page 36 of the Public Records of Leon County, Florida, Melody Hills, Unit No. 3, as per the plat recorded in Plat Book 7, Page 22 of the Public Records of Leon County, Florida, and Melody Hills, Unit No. 4, as per the plat recorded in Plat Book 8, Page 41 of the Public Records of Leon County, Florida.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common

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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 situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities 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 2/3rds of each class of members has been recorded).

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities 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.

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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 the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration.

#### 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 assessment 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 of the homes situated upon the properties.

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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 \$50.00 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 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 increase the annual assessment at any time to 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 Section 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 majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Method of Collection. Both annual and special assessments shall be fixed

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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 Non-Payment 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 a rate of eighteen percent (18%) per annum or at such other legal rate as may be established by the Board of Directors. 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 or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish

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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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V

##### EASEMENTS

The Declarant hereby reserves, excepts, imposes and creates cross-easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for pedestrian walkways, drainage, utilities, ingress and egress over, across and under the Common Area and the property depicted as easement areas on Exhibit "A" attached hereto and by reference made a part hereof. Within these easements, no structure planting or other material, which may interfere with the use and purpose of the easement, shall be placed or permitted to remain.

#### ARTICLE VI

##### EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable.



ARTICLE VII

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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 exterior 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. Any repairs or maintenance which will result in a material alteration of the exterior appearance of a residence (including, but not limited to, a change in the color of the exterior paint or stain) shall require prior approval of the Board or its architectural committee. 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 VIII

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed thirty-five (35) feet in height. No Lot shall be re-subdivided.

ARTICLE IX

DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure, exclusive of open porches, carports and garages, contains at least 1,200 square feet for a one-story dwelling and at least 600 square feet for a dwelling of

more than one story, exclusive of open porches, carports and garages.

ARTICLE X

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VISUAL SCREENS

A visual screen shall be provided between Melody Hills Lots and Lots 1 "B", 6 "B", 1 "A", and 18-22 "A" depicted on Exhibit "A" attached hereto, unless the owner of the adjacent Melody Hills Lot waives the requirement in writing. A written waiver shall be binding on any successor in title to the person executing the waiver. Architectural approval pursuant to Article VII shall be contingent upon provision for such visual screening or such written waiver.

ARTICLE XI

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 XII

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XIII

SIGNS

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

ARTICLE XIV

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.

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ARTICLE XV

RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of any Lot unless such installation and the size and design of the antenna have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XVI

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XVII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XVIII

GARAGE AND PARKING RESTRICTIONS

No Owner of a Lot shall park, store, or keep any vehicle except wholly within the driveway or attached garage located upon the Lot. No Owner shall park, store, or keep any camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle except wholly within the attached garage. No Owner of a Lot shall repair or restore any motor vehicle, boat,

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trailer, aircraft, or other vehicle on any portion of any Lot, except wholly within the attached garage or for emergency repairs (and then only to the extent necessary to enable movement thereof to the attached garage or a proper repair facility).

ARTICLE XIX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right, but not the obligation, 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 way affect any other provision 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 this Declaration is recorded, 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 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, the Declarant may amend the description of the Lots, as defined in Exhibit "A," without the consent of members, provided that the amendment does not substantially alter the overall plan of development depicted in Exhibit "A" and the amendment does not affect the description of a Lot previously conveyed and held by an Owner other than the Declarant.

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Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

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

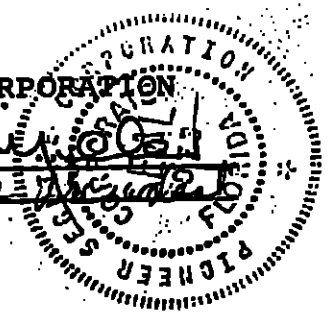
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITNESSES:

Dorothy M. Siggers  
Beth J. Harder

PIONEER SERVICE CORPORATION

By: David W. Miller  
Its: President



STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments personally appeared David W. Miller to me known to be the person described as Vice President of PIONEER SERVICE CORPORATION, a Florida corporation, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is the act and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of that corporation.

WITNESS my hand and official seal in the County and State named above this 9<sup>th</sup> day of September, A. D. 1985.

Dorothy M. Siggers  
NOTARY PUBLIC

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEBRUARY 2, 1997



# BROWARD DAVIS & ASSOC., INC.

PLANNING • SURVEYING • ENGINEERING  
DEVELOPMENT MANAGEMENT

2414 Mahan Drive  
P. O. Box 12367  
Tallahassee, Florida 32317

904-878-4195

904-877-5900

CLIENT

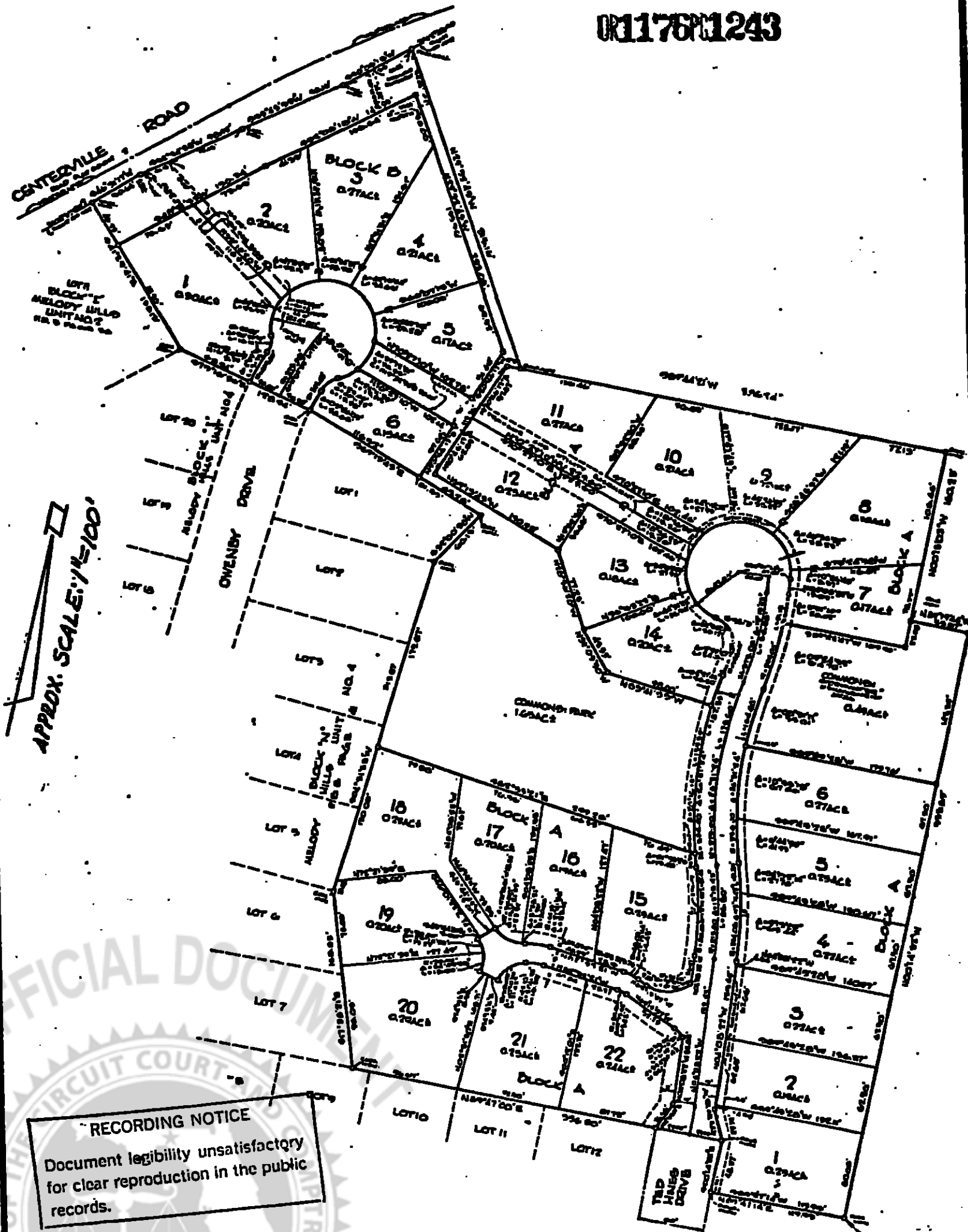
**FIRST FLORIDA SERVICE  
CORPORATION**

SHEET TITLE

FLAT OF

**MELODY HILLS CLUSTER COMMUNITY**

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**THIS IS NOT A SURVEY**

EXHIBIT "A"

NOTEBOOK	73-049
JOB NO.	65-338
FSR NO.	3593

APPROVED  
and  
SIGNED

REGISTERED LAND SURVEYOR

FLORIDA REG. NO.

Date 7-25-85

SHEET

1 OF 4

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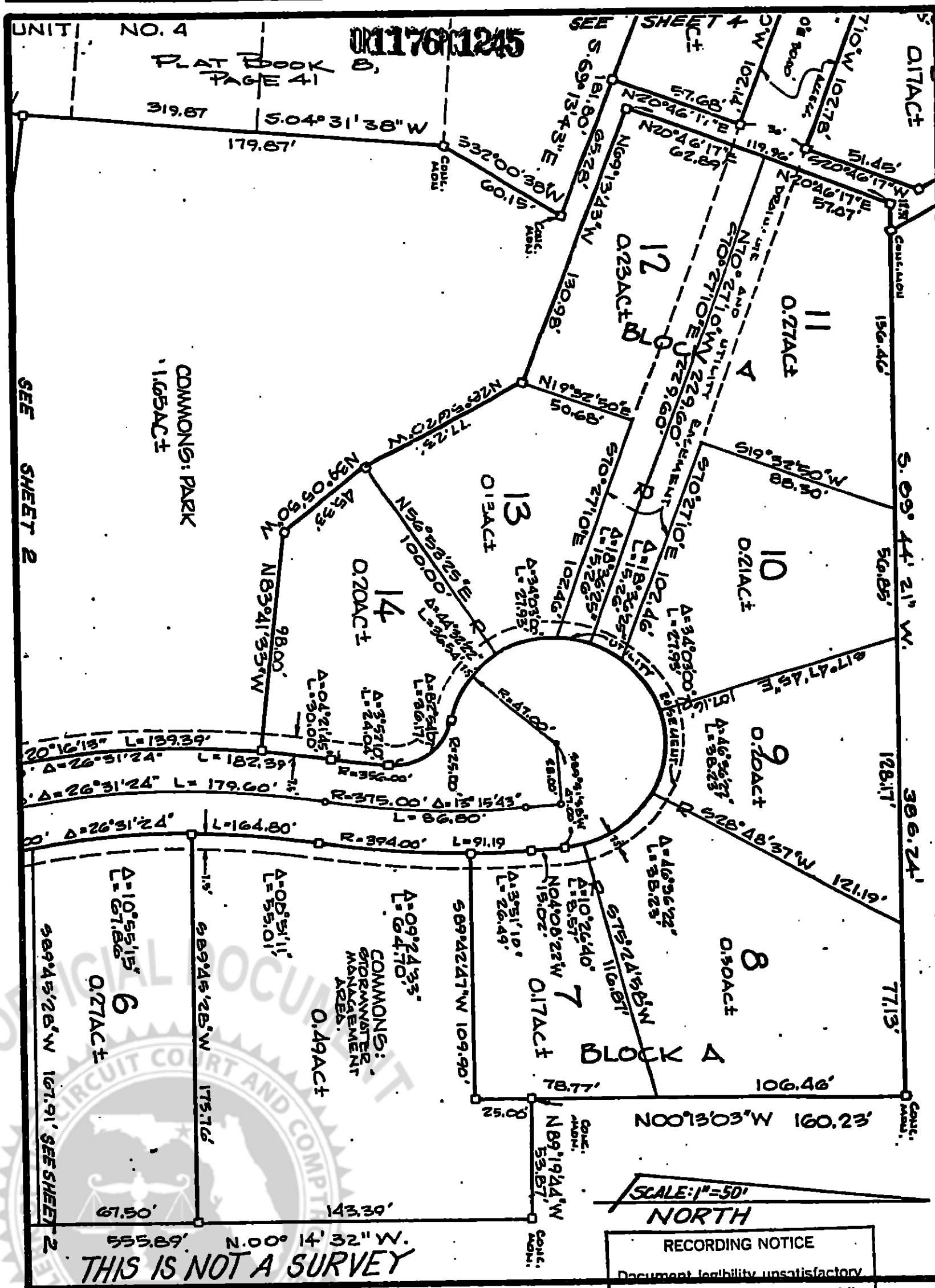
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Tallahassee, Florida 32317

904-878-4195  
904-877-5900

CLIENT **FIRST FLORIDA SERVICE CORPORATION**

SHEET TITLE **PLAT OF  
MELODY HILLS CLUSTER COMMUNITY**



NOTEBOOK	370/49
JOB NO.	65-338
FSR NO.	3593

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and  
SIGNED

FLORIDA REG. NO.

Date 7/25-85

REGISTERED LAND SURVEYOR

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3 of 4



# BROWARD DAVIS & ASSOC., INC.

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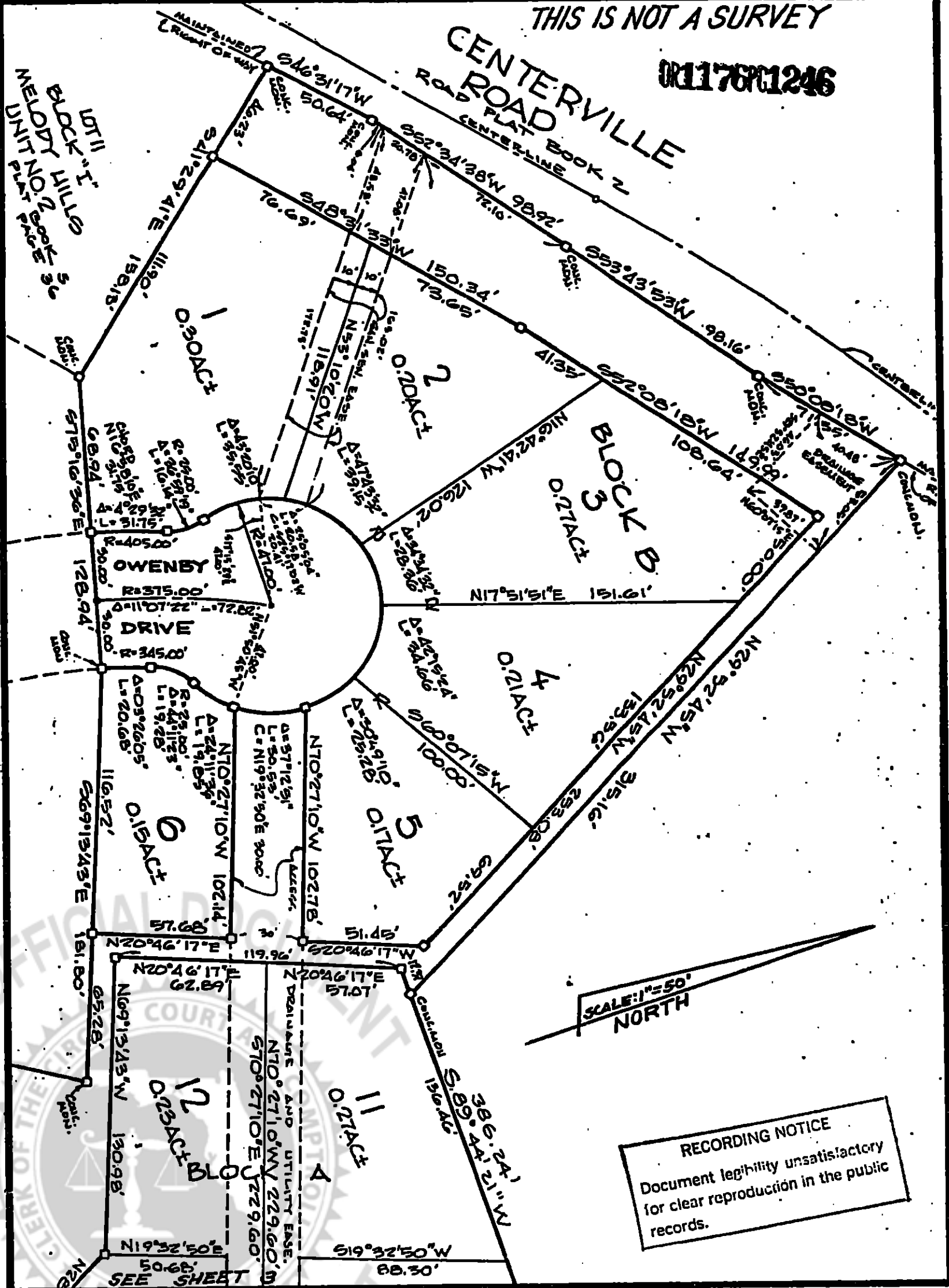
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CORPORATION**

SHEET TITLE

**PLAT OF  
MELODY HILLS CLUSTER COMMUNITY**

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## RECORDING NOTICE

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SHEET

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