

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF MICCOSUKEE WOODS HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION, is made and executed this 13th day of June, 1990, by JOHNNY PETRANDIS, hereinafter referred to as Declarant,
RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY,
CLERK OF CIRCUIT COURT
PAUL F. HARTFIELD

W I T N E S S E T H:

WHEREAS, Declarant and the parties joining in the execution hereof are the owners of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant and the other owners hereby declare that all of the properties described in "Exhibit A" attached hereto 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 MICCOSUKEE WOODS 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 a part of the Properties, including

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contract sellers, but excluding those having such interest merely as security for the performance of an obligation. **OR144000990**

Section 3. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, 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. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each individual parcel of property.

Section 6. "Declarant" shall mean and refer to B. P., INC., and 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: **OR144000991**

(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 of 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 or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage should be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has been recorded); and

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. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) 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 four (4) 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 ASSESSMENT

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 attorneys' fees, shall be a charge on the land and

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shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' 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 and of the homes situated upon The Properties.

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 Twenty Dollars (\$120.00) 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 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 or 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.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly 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 fifteen percent (15%) 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. The 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 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

Section 1. Easement for Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments and the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easements for Ingress, Egress and Utilities. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the owners, their grantees, heirs and successors in interest for drainage and utility purposes and for ingress and egress over, under and across that portion of the

property described in "Exhibit D" attached hereto and by reference made a part hereof. This easement shall be maintained by the Association. Within this easement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

Section 4. Additional Easement for Utilities Serving More Than One Dwelling. The Declarant further reserves, excepts, imposes and creates cross-easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for utility purposes over, across, under and through any portion of the Properties upon which attached dwellings are constructed for utility services; provided, however, that such easements through attached dwellings shall be according to the plans and specifications or as the dwellings are actually constructed. Whenever utility lines or connections are installed within any Lot, and such lines or connections serve another lot, the Owner of the lot being served by such lines or connections shall have the right and is hereby granted an easement to enter upon the Lot on which the lines or connections are located to install, repair, replace and maintain such connections or lines as and when necessary. The Owner of a Lot being served by utility lines or connections serving more than one Lot shall be entitled to the full use and enjoyment of such portions of such liens and connections as service his Lot.

ARTICLE VI 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 VII
LAND USE AND BUILDING TYPE**

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No lot shall be used as access to any property adjoining the Properties. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling.

**ARTICLE VIII
SUBDIVISION OF LOT**

No Lot shall be re-subdivided.

ARTICLE IX
DWELLING SIZE

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No dwelling shall be permitted on any Lot unless the ground floor area of the main structure, exclusive of open porches, carports and garbages, contains at least 1300 square feet.

ARTICLE X
BUILDING LOCATION

No building shall be located on any Lot: nearer than fifteen (15) feet to the front Lot line; nearer than twenty five (25) feet to the rear Lot line; nearer than seven and one-half (7-1/2) feet to a side-interior Lot line or any combination of setbacks on each side that equals at least fifteen (15) feet, provided that no such set back shall be less than five (5) feet; or nearer than fifteen (15) feet to any side street Lot line. No driveway shall be located nearer than five (5) feet to a side-interior Lot line except a back-up turn-around pad may be located as near as one (1) foot to a Lot line. Notwithstanding anything herein to the contrary, the setback for the side-interior Lot line shall not apply to the placement of a building or driveway on the common Lot line separating Lots on which there has been constructed a two-family dwelling. Instead, each of the units within the two-family dwelling may share a common boundary line, and the driveway serving such dwelling may be located on the common boundary line. For the purposes of this Article X, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. The Board of Directors of the Association or an Architectural Control Committee appointed by the Board may, in its sole

discretion, grant variances to the restrictions provided for in this Article.

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**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, provided, however, dogs, cats, horses and cows or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

ARTICLE XV
RADIO AND TELEVISION ANTENNA

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No exterior radio, television or satellite-dish antenna may be installed except behind the residence unless such installation and the size, color 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 any Lot or other part of the Properties 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 disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XVIII
GENERAL PROVISIONS

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Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association of 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 provisions which shall remain in full force and effect.

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

Section 4. 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. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the

holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 5. FHA/VA Approval. As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has caused this Declaration to be executed the day and
year first above written.

Witnesses:

Witnesses: James P. Schaefer **BY:** Joly Retzlaff

STATE OF FLORIDA
COUNTY OF LEON

BY:

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared JOHNNY PETRANDIS, to me known to be the persons described in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County
named above this 1st day of June, 1990.

NOTARY PUBLIC

REPUBLIC
OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: FEB. 5, 1994.
S/N: 1007 PUBLIC UNDERWRITERS

NOBLES, VARNUM & ASSOCIATES, INC.

OR1440PC1004

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

1324 WEST CRAWFORD STREET
QUINCY, FLORIDA 32351
(904) 875-3179

3559 TIMBERLANE SCHOOL ROAD
TALLAHASSEE, FLORIDA 32312
(904) 668-3211

August 23, 1989
NVA Job No. 1705

82.32 ACRES

Begin at the Southwest corner of Section 34, Township 2 North, Range 2 East, Leon County, Florida, and run thence North 00 degrees 38 minutes 33 seconds East 1346.27 feet, thence South 89 degrees 47 minutes 11 seconds East 2673.37 feet thence South 00 degrees 37 minutes 29 seconds West 1336.30 feet, thence North 90 degrees 00 minutes 00 seconds West 2673.88 feet to the POINT OF BEGINNING containing 82.32 acres more or less.



NOBLES, VARNUM & ASSOCIATES, INC.

11440PC1005

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(904) 875-3179

3559 TIMBERLANE SCHOOL ROAD
TALLAHASSEE, FLORIDA 32312
(904) 688-3211

August 23, 1989
NVA Job No. 1705

PARCEL "A" 0.68 ACRES

Commence at the Southwest corner of Section 34 Township 2 North, Range 2 East, Leon County, Florida and run thence South 90 degrees 00 minutes 00 seconds East 1333.91 feet to the Northwest corner of that property of Thelma Robinson for the POINT OF BEGINNING from said POINT OF BEGINNING continue South 90 degrees 00 minutes 00 seconds East 432.00 feet, thence South 00 degrees 17 minutes 39 seconds West 54.58 feet to the northerly Right of Way of State Road No. 146 (Miccosukee Road), thence run Right of Way 89 degrees 18 minutes 06 seconds West 88.89 feet to a Point of Curve to the left thence run along said curve with a radius of 938.70 feet, through a central angle of 21 degrees 24 minutes 24 seconds for an arc length of 350.71 feet, thence leaving said northerly Right of Way run North 00 degrees 16 minutes 18 seconds East 114.07 feet to the POINT OF BEGINNING containing 0.68 acres more or less.



UNOFFICIAL DOCUMENT

NOBLES, VARNUM & ASSOCIATES, INC.

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TALLAHASSEE, FLORIDA 32312
(904) 688-3211

August 23, 1989
NVA Job No. 1705

OR1440PG 1006

PARCEL "B" 0.90 ACRES

Commence at the Southwest corner of Section 34 Township 2 North, Range 2 East, Leon County, Florida and run thence South 90 degrees 00 minutes 00 seconds East 1765.91 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 00 degrees 17 minutes 39 seconds East 55.00 feet, thence South 90 degrees 00 minutes 00 seconds East 378.00 feet, thence North 00 degrees 00 minutes 00 seconds East 12.0 feet, thence South 90 degrees 00 minutes 00 seconds East 70.00 feet, thence South 00 degrees 00 minutes 00 seconds West 12.0 feet, thence South 90 degrees 00 minutes 00 seconds East 250.00 feet thence South 00 degrees 17 minutes 40 seconds West 55.00 feet, thence North 90 degrees 00 minutes 00 seconds West 698.00 feet to the POINT OF BEGINNING containing 0.90 acres more or less.

