

This instrument was prepared by
and is to be returned to:
H. D. Robuck, Jr., Esq.
610 E. Main Street
Leesburg, FL 34748

Sent a copy to Adrian

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Bk 02379 Pgs 0513 - 531; (19pgs)
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JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 77.00
TRUST FUND 10.00

**Declaration of Restrictions
of
Majestic Oaks Landing
and
Majestic Oaks Shores**

THIS DECLARATION, made this 6th day of August, 2003 by **Edward M. Schlein and Kay C. Schlein, husband and wife, and D & E Development, LLC**, hereinafter jointly called the "**Declarant**" and **Edencay, Inc., and D & E Development, LLC**, hereinafter jointly called the "**Developer**".

WITNESSETH:

WHEREAS, Declarant is the sole owner of those certain parcels of real property situated in Lake County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has or will incorporate under the laws of the State of Florida a not-for-profit corporation, **Majestic Oaks Homeowners' Association, Inc.**, the purpose of which shall be to exercise the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto and incorporated herein by reference shall be held, sold, and conveyed subject to the following easements, conditions, covenants, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and which shall inure to the benefit of the Association and each owner thereof, as said terms are hereinafter more particularly defined.

**Article I
Definitions**

1. **Association.** Association shall mean MAJESTIC OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

2. **Owner.** Owner means record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, by excluding any other party holding such fee simple title merely as security for the performance of an obligation.

3. **Property.** Property means that certain parcel of real property described in Exhibit "A" attached hereto and incorporated herein by reference, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. **Common Areas.** Common Areas means all real property owned by the Association for the common use, benefit, welfare, and enjoyment of the Owners. The Common Areas to be owned by the Association shall be designated by the Developer or as designated on the plat of record and may include landscape islands, water retention areas, recreation areas, conservation areas and easements otherwise contained within portions of the Property dedicated to the public or other governmental entity. In addition, the Common Areas may include all fences, docks, streets, street lighting fixtures and fittings, as well as gates into the Property.

5. **Lot.** Lot means any unit of land shown upon any recorded development or subdivision map or plat of the Property, together with all improvements thereon, or such other units of land subsequently brought within these restrictions as a Lot, with the exception of the Common Areas, water retention areas, and tracts reserved by the Developer.

6. **Developer.** Developer means **Edencay, Inc., a Florida corporation, D & E Development, LLC**, and such of its successors and assigns as shall acquire an interest in more than one undeveloped Lot from **Edward M. Schlein and Kay C. Schlein and D & E Development, LLC** for purposes of development.

7. **Recorded.** Recorded means filed for record in the Public Records of Lake County, Florida.

8. **Person.** Person means any natural person or artificial legal entity.

9. **Interpretation.** Interpretation means, unless the context otherwise requires, the use herein of the singular shall include the plural and visa versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein

are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

10. **Surface Water or Stormwater Management System.** Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

11. **Architectural Control Committee.** The initial Architectural Control Committee shall consist of **Edward M. Schlein and H. D. Robuck, Jr.** The initial Committee retains the right to appoint their successors to the Committee.

Article II Property Subject to this Declaration

1. **The Property.** The real property which is, and shall be held, transferred, sold, conveyed, and occupied to this Declaration is located in Lake County, Florida, and is more particularly described per recorded plat of **Majestic Oaks Landing and Majestic Oaks Shores.**

Article III Membership and Voting Rights in Association

1. **Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity that holds such interest merely as a security for the performance of any obligation shall not be a member. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

2. **Voting.** The Association shall have two (2) classes of voting membership.

A. **Class A.** Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned; provided however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B. Class B members shall be the Developer and shall be entitled to twenty (20) votes for each Lot owned. The Class B membership shall cease and shall be converted to Class A membership when all Lots but one are sold or earlier if Developer so desires.

Article IV
Covenant for Maintenance Assessments

1. **Imposition of Assessments.** Developer has designed and planned the construction of common areas, consisting of but not limited to roads, sidewalks, docks, fences, streetlights, and gates, for the benefit of the Lot Owners, which shall be maintained by the Association. The pro-rata share of the cost of the operation and maintenance of said Common Areas shall be imposed upon each Owner based upon the Owner's lot size.

2. **Acceptance of Assessment.** Each Owner of any Lot by acceptance of a deed or other instrument of conveyance therefor is deemed to covenant and agree to all the provisions, covenants, conditions, easements, and restrictions of this Declaration and to promptly pay:

- (a) all annual assessments or charges; and
- (b) any special assessments.

The annual and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on and a continuing lien on the Lot against which the assessment is made. Each assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the assessment first became due and payable.

3. **Purpose of Assessments.** The assessments shall be used for the maintenance of the Common Areas, including but not limited to, the payment of utilities, taxes and governmental assessments on the Common Areas, the repair, replacement, and purchase of additions to the Common Areas, and the payment of the costs to obtain labor, services, equipment, materials, management, and the necessary supervision therefor, the assessments may be used to establish a reserve account for the periodic maintenance, repair and replacement of improvements to the Common Areas. The funds shall be reflected in the annual operating budget and designated as "reserve funds." The assessments for subsequent years shall not be limited by the amount of assessments set in earlier years. In no event shall the assessments and any other revenues exceed expenses and reasonable reserves.

4. **Developer's Assessment.** Notwithstanding the foregoing requirement of uniformity and any other provision of this Declaration or the Association's Articles of Incorporation or Bylaws to the contrary, there shall be no specified annual assessments against any Lot in which Developer owns any interest and is offered for sale by the

Developer as long as there is Class B membership in the Association. Even though there is no specified assessment, Developer shall be responsible, both morally and financially, for the upkeep and maintenance of those properties that are owned by the Developer and as offered for sale by the Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

5. **Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum monthly assessment shall be Thirty (\$30.00) Dollars per Lot. The amount of the assessment on an annual basis shall be established at least thirty (30) days in advance of each annual assessment period. Written notification of the annual assessment shall be sent to every Owner subject thereto. The assessments shall be paid monthly in equal installments.

6. **Special Assessment.** In addition to the annual assessments authorized above, a special assessment may be levied at a uniform rate based on lot size applicable only to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Areas (including fixtures and personal property related thereto), the amount of any unanticipated taxes or insurance costs, and the amount of any budget deficit from that year.

7. **Effect of Non-Payment.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest authorized under the usury laws of the State of Florida. The Association may file a claim of lien for such overdue assessments. The Association may bring an action at law against any owner who has failed to timely pay the assessment and who is obligated to pay the same and may sue to foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of the Lot. If any installment of any assessment remains unpaid sixty (60) days after the same shall become due, Developer or the Association shall give written notice of that delinquency to any mortgagee who has requested written notification of same. Each Lot Owner, as well as Developer and Association, is empowered to enforce these covenants.

8. **Subordination of Lien to First Mortgage.** The lien of the annual and special assessments provided for herein is declared hereby to be subordinate to the lien of any institutional first mortgage on any Lot. The sale or transfer of any Lot pursuant to mortgage foreclosure of an institutional first mortgage or any proceeding in lieu thereof extinguishes the lien of any assessments that became due prior to the effective date of the sale or transfer. The sale or transfer of any Lot not pursuant to mortgage foreclosure or proceeding in lieu thereof shall not affect the assessment lien. No sale or transfer, by judicial action or otherwise, shall relieve the pertinent Lot from liability for any assessments thereafter becoming due or from the lien thereof. These provisions shall in no way affect or minimize the personal liability of the Lot Owner for the assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

9. **Homestead Property.** By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Article are for the improvement and maintenance of homestead property and that the assessment liens herein provided for shall be superior to any claims of homestead status.

Article V Architectural Control Committee

1. The Architectural Control Committee shall be responsible for reviewing and approving all proposed improvements to the Lots including but not limited to approval of size, type, quality, design and style of the dwellings or any outbuildings or structures, approval of the location of the dwellings or any outbuildings or structures, approval of the location and type of landscaping and approval of any additions to the dwellings, any outbuildings, or structures, it being the sole intent of the Developer that an Owner will not at any time improve the Lot or alter or modify the dwelling or the other Lot improvements located thereon without the prior written consent of the Architectural Control Committee.

Article VI Design & Use Restrictions

1. No building or structure will be constructed, erected, altered, placed upon or permitted to remain on any Lot other than a single family conventional home; no modular homes, mobile homes, earth homes, log homes, or geodesign dome homes are permitted. All setbacks and construction shall conform to the regulations pertaining thereto in the Land Development Regulations of Lake County and the Zoning Ordinances of the City of Leesburg. In addition, the Developer shall approve all builders and contractors to build on the property prior to commencing construction on each Lot.

2. All buildings erected or constructed as a dwelling on lake front Lots in Majestic Oaks Shores shall have a minimum of 2,800 square feet of air conditioned living area exclusive of garages, porches and covered entryways. All buildings erected or constructed as a dwelling on all other Lots in Majestic Oak Shores shall have a minimum of 2,200 square feet of air conditioned living area exclusive of garages, porches and covered entryways. Only one dwelling may be placed on a Lot and no Lot shall be further subdivided.

All buildings erected or constructed as a dwelling on lake front Lots in Majestic Oaks Landing shall have a minimum of 3,500 square feet of air conditioned living area exclusive of garages, porches and covered entryways. All buildings erected or constructed as a dwelling on all other Lots in Majestic Oaks Landing shall have a minimum of 2,750 square feet of air conditioned living area exclusive of garages, porches and covered entryways. Only one dwelling may be placed on a Lot and no Lot shall be further subdivided.

3. Every residence shall have not less than a 20 foot by 20 foot two car garage that is adequate to house two standard sized American automobiles, of which the

entranceway thereto shall be from the side of the Lot and not the front, except that a patio-type side entrance shall be allowed when a retaining wall is built off the side of the patio wall and has been approved by the Architectural Control Committee herein. No garages shall be enclosed or converted into a living area, and must at all times be useable as a garage for automobile storage purposes.

4. All roof pitches shall be 5:12 or steeper and all roofs shall be of an architectural style with asphalt shingles, wooden shakes, tile, or a metal roof with a standing seam ridge and approved by the Architectural Control Committee. Other roofs may be allowed by The Architectural Control Committee. Neither non-architectural asphalt shingles nor 5-V crimp aluminum roofing shall be allowed.

5. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, there shall be no exterior clotheslines, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the dwelling.

6. Any buildings not attached to the residence must be in the same architectural style as the residence and located in the rear of the Lot behind the back of the residence. Entrances to any buildings not attached to the residence shall not be visible from the street or from the adjacent properties.

7. All exterior wall surfaces on the front, sides and rear of all dwellings shall either be brick, stucco, wood or stone. All painting and staining are subject to approval by the Architectural Control Committee.

8. In the event of damage or destruction of any exterior wall, roof, eve, or other exterior surface, the Owner therefor, shall at his or her own expense, immediately after the damage or as soon thereafter as is practicable, repair the damage or cause it to be repaired. If the Owner fails to repair the damage within a reasonable period of time, then the Association shall have the right, after notice to the Owner, to repair the damage or cause it to be repaired in accordance with paragraph 12 below. Provided, however, that if the damage is so extensive that repair is impractical then the Owner will be required to clear the Lot of debris in a timely manner. Should the Owner fail to clear his or her Lot, then the Association may proceed as described below, after notice to Owner.

9. An easement shall exist for pedestrian traffic over, upon, through and across sidewalks, paths, walks, and other portions of the common areas and Lots as may from time to time be intended, designated and paved for such purpose and use; and for such vehicular and pedestrian traffic, over, through, across such portions of the common areas as may from time to time be paved and intended for such purposes; and such easements shall be for the use and benefit of the Owners, the Developer, and all those claiming by, through, or under the aforesaid provided, however, that nothing herein shall be construed to give or create in any person the right to park upon any portion of the property except to the extent that space may be specifically designed for parking purposes. Developer specifically prohibits any Lot Owner from granting any easements of ingress and egress over, upon and across any Lot for the purpose of granting access to property that is contiguous to the property.

10. Those areas designated as "Conservation Areas" on the plat of the Property shall remain in the existing natural condition and no use shall be permitted in such designated areas that impair or interfere with the environmental value of the Property, except as permitted hereinafter.

A. The following activities and uses are expressly prohibited in the areas designated as "Conservation Areas" on the plat of the Property:

- (a) Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placement of soil or other substance or material as landfill or dumping or placing of rash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except as specifically authorized by the governing local, state and federal agencies;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface;
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;
- (f) Activities detrimental to drainage, flood control, surface and groundwater conservation, water quality and quality degradation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- (g) Acts or uses detrimental to such retention of land or water areas;

Notwithstanding the foregoing, nothing herein shall prevent or limit the ability of any Lot Owner to locate, install, construct and maintain a walkway, dock and/or other similar structure over and across the "Conservation Areas" in order to access a scenic viewing area, as long as the respective Lot Owner or Association has obtained all necessary approvals and permits from the applicable governing agencies and satisfies applicable government regulations as to the installation and construction of the walkway, dock and/or other similar structure.

B. The following activities are specifically permitted in the areas designated as "Conservation Areas" on the plat of the property:

- (a) Passive recreational pursuits not requiring drainage, alteration, or development of the "Conservation Areas"; and
- (b) Locate, install, construct and maintain a walkway, dock and/or other similar structure over and across the "Conservation Areas" in

order to access a scenic viewing area, as long as all necessary approvals and permits from the applicable governing agencies are obtained, and comply with applicable government regulations as to the installation and construction of the walkway, dock and/or other similar structure.

11. Upon completion of the dwelling, the front, side, and back yards of the Lot must be immediately fully landscaped and sodded. If construction is not commenced on Lots within six months of closing, the Lot Owner, at his or her expense, shall clear the Lot and keep it clear of all brush, dead wood, weeds and junk. Shrubbery, including hedges, shall not be placed so as to obstruct the vision of motorists.

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

13. No Lot will be used or maintained as a dumping ground for rubbish, trash, garbage, junked automobiles, or other waste. All Lots are to be kept mowed and cleaned at all times in such manner as to be neat and attractive to the surrounding neighborhood, including those periods of time in which improvements are being constructed. In the event such Lot is not so kept, Developer or his designated agent will have the right to mow or clean that Lot and bill said Owner for such mowing or cleaning; such amount shall be due and payable within thirty (30) days after said Owner is billed for the same. Upon Owner failing to pay within seventy-five (75) days, Developer has a right to file a lien for said amount, together with all costs and attorney's fees and may foreclose upon said lien any time thereafter.

14. No animals, livestock, or poultry of any type shall be raised, bred, or kept on any Lot or anywhere in the development, except that fish tanks and two domestic pets or animals (i.e., dogs, cats, or other normal household pets) may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Any pet must be carried or kept on a leash when outside of a home or fenced-in area. Any pet must not be an unreasonable nuisance or annoyance to other residents of the development. Any resident shall pick up and remove any solid animal waste deposited by his or her pet in the development. The Association may require any pet to be immediately and permanently removed from the development due to a violation of this use restriction. In the event this Section is amended to be more restrictive in terms of weight, quantity or species of an allowed pet, any existing pet at the time of the amendment that does not meet the more restrictive amended criteria may remain until it dies.

15. Motor homes, trailer homes, boats and boat trailers will be parked in the garage and not permitted to be seen from the street, except parking and storage of these vehicles will be allowed in the rear yard if screened with appropriate vegetation. Trucks in excess of one and one-half tons, commercial trailers, semi-trailers, tractor-trailers, etc. are not permitted to be parked or stored in any location including the street. Service vehicles are permitted to be parked in the street or driveway during the period of time they are performing service for a Resident or Owner within the development (not to exceed 24 hours).

16. All motor vehicles that are required to be licensed by the State of Florida shall carry a current year's license tag registration and shall be maintained in proper operating condition so that they do not constitute a nuisance because of noise, exhaust, emissions, or otherwise. All motor vehicles, including, but not limited to, automobiles, golf carts, trucks, etc., shall be driven only upon the paved roads or parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the property.

17. Except for emergency repairs, no Owner shall repair or restore any vehicle, boat, or trailer upon any portion of the project, provided, however, that in the event of an emergency, repairs of a minor nature may be undertaken.

18. All recreational facilities, except basketball, shall be placed at the rear of the Lot. Skateboard ramps and devices of a similar nature shall not be permitted.

19. No exterior visible television or other antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Lot or any other portion of the Property without the prior written approval thereof being first had and obtained from the Architectural Control Committee. Any such equipment shall not be placed within the front building line of the property within view from the street. The Architectural Control Committee may require, among other things, that all such equipment be screened so that they are not visible from adjacent home sites or from any common areas. No Owner shall operate any equipment or device that will interfere with the radio or television reception of others.

20. Perimeter fences are prohibited except on the rear outside of the development and as built by the Developer. Non-perimeter decorative fences, walls, or hedges installed, erected or planted, or placed shall be subject to the review of the Architectural Control Committee. Fences on the side of each Lot line shall not exceed six feet in height and shall not be constructed of chain link and shall not be forward of a line six feet from the front of the house.

21. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted.

22. The personal property of any Owner of this development shall be kept inside the Owner's home or a fenced or a walled-in yard, except for tasteful patio furniture and other personal property commonly kept outside.

23. No business sign of any kind shall be displayed to public view on any Lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Mailboxes and lampposts with names and street numbers are permitted.

24. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a residence or when permanent window treatments are being cleaned or repaired.

25. Barbecues may be located or permitted upon the back patio or yard of a home and upon such portions of the Common Areas as are, from time to time, designed by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Association.

26. No provision contained in this Declaration shall be interpreted or construed to prevent the Declarant, his transferees or successors in title, or his contractors or subcontractors, from doing or performing on all or any part of the project actually owned by the Declarant or its transferees as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the project and the sale of the Lots, including, without limitation, the following: erecting, constructing, and maintaining such structures and vehicles as may reasonably be necessary for the conduct of Declarant's business of completing and establishing the project as a residential community, and disposing of the same in parcels by sale, lease or otherwise, and maintaining such sign or signs on the project as may be reasonably necessary in connection with the sale, lease, or other transfer of the project into lots, and the establishment of homes thereon; utilizing home sites for marketing purposes, which marketing activities might involve short term leases and transient residential activity.

27. Easements for installation and maintenance of irrigation, utilities, transportation, sewer, water, drainage facilities, landscaping and fencing are reserved over the common, reserved and dedicated areas as shown on the recorded Plat as well as five (5) feet of each. Within these easements, no structure, planting, or other materials will be placed or permitted to remain or interfere with the installation and maintenance of utilities, change of direction of flow of drainage channels in the easements or obstruct or retard the flow of water through the drainage channels in the easements. The easement areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility is responsible.

Article VII Duties and Powers of Association

1. The Association shall have a perpetual non-exclusive easement over all areas of a surface water or stormwater management system for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system at a reasonable time and in a reasonable manner to operate, maintain, or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer area or swales, without the prior written approval of the St. Johns River Water Management District.

2. The Association shall be responsible for the maintenance, repair, beautification, landscaping of Cul de sacs, road rights of way, fences built by the Developer, docks, all lighting installed for the benefit of the development, entrance to the

development, improvements constructed in the common areas, all easements and all other areas of the development which are either common areas or areas dedicated to the public or for common use of the development, unless these items are being maintained by some governmental entity or agency. Further, the Association shall be responsible for all other improvements properly authorized hereunder or previously installed or constructed.

3. The Association shall be responsible for the maintenance, operation, and repair of the stormwater management system of the recorded plat of Majestic Oaks Shores and Majestic Oaks Landing as well as the re-located water retention area listed as Tract B on the recorded plat of Jamestowne Subdivision as recorded in Plat Book 37, Page 50, Public Records of Lake County, Florida and now shown as re-located on the Plat of Majestic Oaks Landing, which is sometimes referred to as the Canopy at Lake Griffin, St. John's River Water Management District General Permit Number 42-069-0859-N. Maintenance of the stormwater management system shall mean the exercise of practices, which allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Any amendments to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common area, must have the prior approval of the St. Johns River Water Management District.

4. The Association shall operate, maintain, and manage the stormwater management system in a manner consistent with the St. Johns River Water Management District General Permit Numbers 42-069-86865-1, 40-095-86865-2 and 42-069-0859-N requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which shall relate to the maintenance, operation, and repair of the surface water or stormwater management system.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

Article VIII Miscellaneous Considerations

1. No portion of a home (other than the entire home) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing this development or administered by the Association. Leasing of homes shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any home on any grounds the Association elects. No lease shall be approved for a term of less than ninety days. Only two (2) leases shall be permitted within a 365-day period, which 365-day period shall be deemed to commence on the date of the lease. This Section shall remain in force and effect for a period of five (5) years from date the Owners other than Developer elect a majority of the Board of the Association. Thereafter, this Section shall remain in effect until Owners owning not less than eighty percent (80%) of the voting interests, represented at any meeting at which a quorum has been attained vote to change this Section in whole or in part. As a condition to the approval by the Association of a proposed lease of a home, the Association has the authority to require a security deposit in an amount not to exceed the equivalent of one month's rent be deposited into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Areas or the Association property. Within fifteen (15) days after a tenant vacates the home, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Dispute under this Section shall be handled in the same fashion as disputes concerning security deposits under Section 83.49 of the Florida Statutes. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum, which is required by the Association to effect such repairs or to pay any claim of injury or damage to property caused by the negligence of the tenant.

2. Each home shall be used as a residence only, except as otherwise herein expressly provided. A home owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (1) the individual Owner, (2) an officer, director, stockholder or employee of such corporation, (3) a partner or employee of such partnership, (4) the fiduciary or beneficiary of such fiduciary; or (5) permitted occupants under an approved lease or sublease of the home (as described herein), as the case may be. Occupants of an approved leased or subleased home must be the following persons, and such persons' families and guests: (1) an individual lessee or sublessee, (2) an officer, director, stockholder or employee of a corporate lessee or sublessee, or (3) a fiduciary or beneficiary of a fiduciary lessee or sublessee

Under no circumstances may more than one family reside in a home at one time. "families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers and sisters. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom with a maximum of six (6) persons per home. The Board shall have the power to authorize occupancy of a home by persons in addition to those set forth above. The provisions of this Section shall not be applicable to homes used by Developer for model apartments, sales offices, other offices or management services.

3. The Developer shall have the authority, from time to time, to include within its promulgated residential planning criteria other reasonable restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, site distance at intersections, utility connections, television antennae, driveway construction, and such other reasonable restrictions it shall deem appropriate; provided, however, such additional restrictions shall not conflict with other restrictions and easements provided in this Declaration.

4. Declarant, in order to maintain a community of congenial Lot Owners and thus maintain and protect the value and desirability of Lots within the development, hereby reserves a right of first refusal on the sale of any Lot. Right of First Refusal shall operate until released in writing on the public records by Declarant, its successor and assigns. The Right of First Refusal shall be relinquished in the following manner:

(a) When a Lot Owner who intends to make a bona fide sale of his or her Lot receives an offer for the purchase of that Lot, then that Lot Owner shall give notice to the Declarant of the proposed sale and purchase of the Lot by presenting a copy of the contract to Declarant. Within ten (10) days after notification of the pending sale, Declarant will either exercise its right of first refusal or notify the Lot Owner by a writing in recordable form that it waives its right of first refusal on the condition that the new Owner shall agree to be bound by all of the terms and conditions of this Declaration including Declarant's continued right of first refusal.

5. After all Class B membership has ceased and/or been converted to Class A membership, or at such sooner time as Developer or his assigns shall decide, Developer may assign all of his rights, title, and interest as Developer to the Majestic Oaks Landing Homeowners' Association, Inc., which shall assume the powers and duties for the Developer set forth herein.

6. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

7. These Covenants are to run with the land and shall be binding upon all parties for a period of twenty (20) years from the date these Covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period. and thereafter,

by an instrument signed by not less than seventy-five percent (75 %) of the Lot Owners. Any amendment must be properly recorded to be effective. Notwithstanding the foregoing, as long as there is Class B stock, Developer may unilaterally amend this Declaration.

8. The Developer or any Owner shall have the right to enforce by judicial proceedings all restrictions, conditions, covenants, reservations, liens, and other charges now or hereafter imposed by the provisions of this Declaration. Enforcement shall be by action against any person or persons violating or attempting to violate any Covenant, either to restrain violation or to recover damages. The prevailing party shall be allowed by law a sum as a Court may adjudge to be a reasonable fee for the service of his attorney.

10. **Severability.** Invalidation of any one of these Covenants and Restrictions, or portions thereof, by Judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant and Developer have hereunto set their hands and seals on this 10 day of August, 2003.

Signed, sealed and delivered in the presence of:

DECLARANTS:

Sign: Gina Mixon
Print Name: Gina Mixon

Ed M. Schlein
Edward M. Schlein

Sign: Delia Davis
Print Name: Delia Davis

Kay C. Schlein
Kay C. Schlein

D & E Development, LLC

Sign: Gina Mixon
Print Name: Gina Mixon

By: Ed M. Schlein
Edward M. Schlein, President of Edencay, Inc., Member

Sign: Karen A. Davis
Print Name: Karen A. Davis

By: H. D. Robuck, Jr.
H. D. Robuck, Jr., Vice President of Ro-Mac Lumber & Supply, Inc., Member

Signed, sealed and delivered in the presence of:

DEVELOPER:
Edencay, Inc.

Sign: Gina Mixon
Print Name: Gina Mixon

By: Ed M. Schlein
Edward M. Schlein, President

Sign: Delia Davis
Print Name: Delia Davis

Print Name:

D & E Development, LLC

Sign: Gina Nixon
Print Name: Gina Nixon

By: Edward M. Schlein
Edward M. Schlein, President of Edencay, Inc., Member

Sign: Karen A. Davis
Print Name: KAREN A DAVIS

By: H. D. Robuck, Jr.
H. D. Robuck, Jr., Vice-President of Ro-Mac Lumber & Supply, Inc., Member

STATE OF FLORIDA
COUNTY OF LAKE

August The foregoing instrument was acknowledged before me this 16th day of August, 2003, by Edward M. Schlein and Kay C. Schlein, who are personally known to me or who produced _____ as identification.



Delia Davis
Notary Public
My Comm. Expires:

STATE OF FLORIDA
COUNTY OF LAKE

August The foregoing instrument was acknowledged before me this 16th day of August, 2003, by Edward M. Schlein as President of Edencay, Inc., who is personally known to me or who produced _____ as identification.



Delia Davis
Notary Public
My Comm. Expires:

STATE OF FLORIDA
COUNTY OF LAKE

August The foregoing instrument was acknowledged before me this 16th day of August, 2003, by Edward M. Schlein as President of Edencay, Inc., a Member of D & E. Development, LLC, who is personally known to me or who produced _____ as identification.



Delia Davis
Notary Public
My Comm. Expires:

STATE OF FLORIDA
COUNTY OF LAKE

August The foregoing instrument was acknowledged before me this *16th* day of *August*, 2003, by H. D. Robuck, Jr., as Vice President of ~~Re-Mac Lumber & Supply, Inc.~~ a Member of D & E. Development, LLC, who is personally known to me or who produced _____ as identification.

Delia Davis

Notary Public
My Comm. Expires:



EXHIBIT 'A'

That part of Government Lots 1 and 5 of Section 24, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Begin at the Northeast corner of Tract "B" of Jamestowne, a subdivision according to the record plat thereof recorded in Plat Book 37, Pages 50 and 51, in the Public Records of Lake County, Florida, and run North $00^{\circ}43'51''$ West along the Northerly extension of the East line of said Jamestowne Subdivision, a distance of 905.51 feet; thence continue North $00^{\circ}43'51''$ West along said line, 13 feet, more or less, to a point on the Southerly waters edge of Lake Griffin and a point hereby designated as Point "A"; return to the point of beginning, and run North $86^{\circ}52'14''$ West along Jamestowne Subdivision, a distance of 547.22 feet to the Northwest corner of Lot 10 of said Jamestowne Subdivision, said point also being on the East line of Heritage Cove, a subdivision according to the record plat thereof recorded in Plat Book 24, Page 2, in the Public Records of Lake County, Florida; thence North $06^{\circ}00'00''$ East along the East line of said Heritage Cove Subdivision and the Northerly extension thereof, a distance of 956.36 feet; thence continue North $06^{\circ}00'00''$ East along said line, 29 feet, more or less, to a point of the Southerly waters edge of Lake Griffin; thence Southeasterly along and with said Southerly waters edge of Lake Griffin to intersect the aforementioned Point "A". Subject to all easements, rights-of-way and restrictions of record, if any.

Exhibit A

Commence at the Southeast corner of Section 24, Township 19 South, Range 24 East, in Lake County, Florida, and run West along the South line of said Section 24, a distance of 1,327.92 feet; thence North 629.64 feet; thence N.06° E., 370.27 feet; thence N.66° 13'40"E., 708.40 feet to the Southerly extension of the East line of Jamestown, a Subdivision recorded in Plat Book 37, Pages 50 and 51, in the Public Records of Lake County, Florida; thence N.00° 43'51"W. along the Southerly extension of the East line of Jamestown Subdivision, a distance of 27.17 feet to a concrete monument labeled LB707 and the point of beginning of this description, said point of beginning being at the most Southeasterly corner of said Jamestown Subdivision; thence N.00° 43'51"W. along the East line of said Jamestown Subdivision and the Northerly Extension thereof, a distance of 1,461.81 feet to an iron pipe (no number); thence continue N.00° 43'51"W. along said line to a point on the Southerly waters edge of Lake Griffin and a point hereby designed as Point "A"; return to the point of beginning, and run N.66° 13'40"E. along the Northerly line of the abandoned A.C.L. railroad, said line also being the Northeasterly extension of the most Southeasterly line of the aforementioned Jamestown subdivision, a distance of 697.91 feet to an iron pin labeled LB707, said point being on the monumented line of the East line of said Section 24, Township 19 South, Range 24 East; thence N.00°04'30"W. along the East monumented line of said Section 24, a distance of 1,084.33 feet to an iron pipe (no number); thence continue N.00° 04'30"W. along said line to a point on the Southerly waters edge of Lake Griffin; thence Westerly along and with said Southerly waters edge of Lake Griffin to intersect the aforementioned Point "A".

Also described as:

From the SE corner of Section 24, Township 19 South, Range 24 East, run West along the South line of said Section for 1327.92 feet, thence North parallel to the West line of Government Lots 5 and 1 of said Section, said West lines of Government Lots 5 & 1 considered as bearing North for 629.64 feet, thence N.6° 00'E. for 370.27 feet to the centerline of A.C.L. Railroad, thence N.66° 13'E. along said centerline of Railroad for 708.40 feet to the Point of Beginning, run thence N.0° 49'10" W. along an old fence line for 1430 feet, more or less, to the Waters of Lake Griffin, thence Easterly along and with the waters of said lake, for 660 feet, more or less, to the East line of said Section 24, thence South along said East line of Section 24, for 1155 feet, more or less, to centerline of said A.C.L. Railroad, thence Southwesterly along said centerline of railroad for 696 feet, more or less, to the Point of Beginning. Less: Right of Way of said A.C. L. Railroad.

Parcel Identification Number: 2419240001-000-00100