

R-Ro-Mac Lumber
Leesburg

ADDENDUM TO
DECLARATION OF RESTRICTIONS

MAJESTIC OAKS LANDING
and
MAJESTIC OAKS SHORES

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JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 69.50

THIS ADDENDUM to Declaration of Restrictions for Majestic Oaks Landing and Majestic Oaks Shores, is made and entered into this 23rd day of February 2005 by D & E Development, LLC, hereinafter called the "Declarant" and Edency, 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, a Declaration of Restrictions for MAJESTIC OAKS LANDING and MAJESTIC OAKS SHORES was recorded in O. R. Book 2379, Pages 0513 through 0531, Public Records of Lake County, Florida; and

WHEREAS, Declarant and Developer are desirous of amending said Declaration of Restrictions.

NOW, THEREFORE, in consideration of the foregoing recitals, 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 Declaration of Restrictions for MAJESTIC OAKS LANDING and MAJESTIC OAKS SHORES recorded in O. R. Book 2379, Pages 0513 through 0531, Public Records of Lake County, Florida, 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; said Declaration of Restrictions being hereby amended as follows:

A. Article IV, Paragraph 1 is hereby deleted in its entirety and is replaced with the following language:

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 at a uniform rate for all Lots.

B. Article IV is amended by adding the following paragraph:

10. Assessments shall also be used for maintenance and repair of the surface water or storm water management systems, including but not limited to work within water retention areas, drainage structures, and drainage easements.

C. Article VI, Paragraph 2 is hereby deleted in its entirety and is replaced with the following language:

2. All buildings erected or constructed as a dwelling on lake front Lots in Majestic Oaks Shores shall have a minimum of 3,200 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 2,400 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.

D. Article VI, Paragraph 4 is hereby deleted in its entirety and is replaced with the following language:

4. All roof pitches shall be 5:12 or steeper and all roofs shall be of an architectural style with fiberglass, fungus resistant 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 fiberglass shingles nor 5-V crimp roofing shall be allowed.

E. Article VI, Paragraph 8 is hereby deleted in its entirety and is replaced with the following language:

8. In the event of damage or destruction of any exterior wall, roof, eave, 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.

F. Article VI, Paragraph 10.A is hereby deleted in its entirety and is replaced with the following language:

10. 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.

G. Article VI, Paragraph 11 is hereby deleted in its entirety and is replaced with the following language:

11. Upon completion of the dwelling, the front yard must be immediately fully landscaped for a minimum value of \$5,000.00, which shall include sodding with grass other than fast growing grasses, such as Pensacola Bahia. If construction is not commenced on Lot within six months of closing, the Lot Owner, at his or her expense, shall clean the Lot and maintain the Lot clear of all brush, dead wood, weeds and junk. Shrubbery, including hedges, shall not be placed so as to obstruct the vision of motorists. All grass shall be kept neatly mowed and all shrubbery neatly maintained by the Lot Owner, at all times. All grass and shrubbery shall be irrigated and watered accordingly for proper growth. L

H. Article VI, Paragraph 19 is hereby deleted in its entirety and is replaced with the following language:

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. Small satellite dishes shall be allowed in locations as determined by the Architectural Control Committee.

I. Article VI, Paragraph 23 is hereby deleted in its entirety and is replaced with the following language:

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 shall be approved by the Architectural Control Committee.

J. Article VI, Paragraph 27 is hereby deleted in its entirety and is replaced with the following language:

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 within five (5) feet outside of each Lot. 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. If a Lot Owner fails to maintain the easements areas, the Association has the right and duty to maintain same.

K. Article VI is hereby amended by adding the following paragraph:

28. With the exception of Lot 8 of Majestic Oaks Landing, each home built on a Lot within the development shall be equipped with:

- a) A natural gas water heater; and
- b) At least one additional natural gas, major appliance, which shall include either a range, a dryer, or a furnace/hydro heat unit (a gas grill or a gas light is not acceptable).

L. Article VI is hereby amended by adding the following paragraph:

29. All private driveways shall be paved with either asphalt or concrete prior to occupancy of the dwelling. Numbering or painting of concrete driveways or curbing shall not be permitted. Decorative staining and/or stamping of concrete drives will be permitted as approved by the Architectural Control Committee. All aprons to driveways shall be paved with concrete or brick prior to occupancy of the dwelling. Sidewalks shall be constructed on Lots 4 through 6, and 32 through 44 of Majestic Oaks Shores. Sidewalks shall be constructed on Lots 1 through 3 of Majestic Oaks Landing, if required by the City of Leesburg. Sidewalks must be of concrete construction and installed according to local code and requirements for the neighborhood, must be completed at time of construction and before occupancy. Sidewalks must be poured so that they slope toward the curb and be at an elevation of four (4) inches or more above curb level unless current City of Leesburg ordinances require otherwise. Sidewalks at property lines are to meet flush with no abrupt

grade changes from one lot to another. City of Leesburg regulations regarding sidewalks shall supersede this covenant if applicable.

M. Article VI is hereby amended by adding the following paragraph:

30. Nothing shall be displayed to public view on any Lot that does not conform to the overall harmony of the development.

N. Paragraph 4 of Article VIII is hereby deleted in its entirety and is replaced with the following language:

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 the right of repurchase for any Lot that the slab is not poured within one year from the date of sale. Right of repurchase shall be at ninety percent of the purchase value and shall last for one year after the one-year ends in which the slab is not poured, unless released in writing by the Declarant, its successors and assigns, and recorded in the public records of Lake County, Florida.

O. Article VIII is hereby amended by adding the following paragraph:

9. No sheds, fences, docks or other structures shall be located in the water retention areas in the lake front lots.

P. Article VIII is hereby amended by adding the following paragraph:

11. All utility easements shall be underground, not overhead.

Q. The amendments described above shall become effective immediately upon the recording of this Amendment in the Public Records of Lake County, Florida.

R. Except as modified by this instrument, the Declaration of Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned subscribe their names on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sign: Merrie M. Kuste
Print Name: MERRIE M. KIRSTE

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

Signed, sealed and delivered
in the presence of:

Sign: Merrie M. Kuste
Print Name: MERRIE M. KIRSTE

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

Sign: Merrie M. Kuste
Print Name: MERRIE M. KIRSTE

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

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23rd day of February 2005, by Edward M. Schlein as President of Edencay, Inc., who is personally known to me or who produced _____ as identification.



Karen A. Davis
MY COMMISSION # DD109498 EXPIRES
April 19, 2006
BONDED THROUGH TROY FAIR INSURANCE, INC.

Karen A. Davis
Notary Public
My Comm. Expires:

DECLARANT:

D & E Development, LLC

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

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

DEVELOPER:
Edencay, Inc.

By: Edm Schl
Edward M. Schlein, President

D & E Development, LLC

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

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

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23rd day of February 2005, 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.



Karen A. Davis
MY COMMISSION # DD109498 EXPIRES
April 19, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Karen A. Davis
Notary Public
My Comm. Expires:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23rd day of February 2005, by H. D. Robuck, Jr., as Vice President of Ro-Mac Lumber & Supply, Inc., a Member of D & E. Development, LLC, who is personally known to me or who produced _____ as identification.

Karen A. Davis
Notary Public
My Comm. Expires:



Karen A. Davis
MY COMMISSION # DD109498 EXPIRES
April 19, 2006
BONDED THRU TROY FAIR INSURANCE, INC.