

This instrument prepared by:  
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3520 Thomasville Road - 4th Floor  
Tallahassee, Florida 32308-3469

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF FORSYTHE HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION**, made on the date hereinafter set forth by **MONTE CRISTO OF TALLAHASSEE, INC.**, hereinafter referred to as "Declarant",

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in Leon County, State of Florida, which is more particularly described as: See **Exhibit "A"** attached hereto and by reference made a party hereof;

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

**ARTICLE I  
Definitions**

**Section 1.** "Association" shall mean and refer to **FORSYTHE 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 the fee simple title to any Lot which is a part of the Properties, including contract

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

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

**Section 4.** "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

**Section 6.** "Declarant" shall mean and refer to **Monti Cristo of Tallahassee, Inc.**, its successors and assigns.

**ARTICLE II  
Property Rights**

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

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

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

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

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

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### ARTICLE III Membership and Voting Rights

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

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

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

**Class B.** The Class B members shall be the Declarant and shall be entitled to three

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

- (1) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership;
- (2) January 1, 2003.



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**ARTICLE IV**  
**Covenant for Maintenance Assessments**

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

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the

Properties and for the improvement and maintenance of the Common Area.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$150.00 per lot.

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

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

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

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.



**Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.**

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

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on a date to be decided by the Board of Directors. 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. The due dates shall be established by the Board of Directors.

**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 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the

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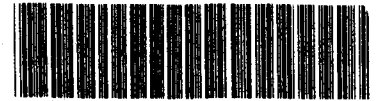


Common Area or abandonment of his Lot.

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

**ARTICLE V  
Land Use and Building Type**



No lot shall be used except for residential purposes.

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**ARTICLE VI  
Dwelling Size**

No dwelling shall be permitted in Block A unless its is at least 1500 square feet. Dwellings located in all other lots shall be at least 1700 square feet.

**ARTICLE VII  
Building Location**

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

**ARTICLE VIII  
Nuisances**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be

done thereon which may be or may become any annoyance or nuisance to the neighborhood.

**ARTICLE IX**  
**Signs**

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



**ARTICLE X**  
**Livestock and Poultry**

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

**ARTICLE XI**  
**Architectural Control**

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



**ARTICLE XII**  
**General Provisions**

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

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

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

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

**Section 5. FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and

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amendment of this Declaration of Covenants, Conditions and Restrictions.

DATED this 26 day of July, 2000.



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Signed, sealed and delivered  
in the presence of:

F M Dimitroff  
Signature

F Michael Dimitroff  
Printed Name

Gary L Erdman  
Signature

Gary L Erdman  
Printed Name

MONTI CRISTO OF TALLAHASSEE,  
INC.

BY: [Signature]  
mehrdad Ghazvin;  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

Mehrdad Ghazvin as Pres of MONTI CRISTO

OF TALLAHASSEE, INC. known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: n/a and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 26<sup>th</sup> day of July, 2000.

[Signature]  
NOTARY PUBLIC



F. Michael Dimitroff  
MY COMMISSION # CC660275 EXPIRES  
October 22, 2001  
BONDED THRU TROY FAIR INSURANCE, INC.

LEGAL DESCRIPTION - ROYAL OAKS

*EXHIBIT A*

Lot 28, Block "K", Lot 11, Block "J" and Lot 44, Block "A" of ROYAL OAKS UNIT NO. 2 a subdivision as per map or plat thereof recorded in Plat Book 9, page 41 of the public records of Leon County, Florida.

AND

Begin at a concrete monument marking the Southwest corner of Lot 28, Block "K" of Royal Oaks Unit No. 2 a subdivision as per map or plat thereof recorded in Plat Book 9, page 41 of the public records of Leon County, Florida said point lying on the Northerly right-of-way boundary of Forsythe Way and on a curve concave to the Southeasterly, thence run Southwesterly along said right-of-way boundary and curve to the left with a radius of 680.00 feet through a central angle of 03°37'11" for an arc distance of 42.96 feet (chord bearing South 57°09'01" West 42.95 feet) to a re-rod (marked #4261) marking a point of reverse curve to the right, thence run Southwesterly along said Northerly right-of-way boundary and curve with a radius of 430.00 feet through a central angle of 35°01'28" for an arc distance of 262.85 feet to a re-rod (marked #4261) marking a point of reverse curve to the left, thence run Southwesterly along said right-of-way boundary and curve with a radius of 580.00 feet through a central angle of 31°07'46" for an arc distance of 315.12 feet to a re-rod (marked #4261) marking a point of reverse curve to the right, thence run along said right-of-way boundary and curve with a radius of 684.89 feet through a central angle of 30°39'36" for an arc distance of 366.50 feet (chord bearing South 74°34'09" West 362.14 feet) to a iron rod, thence leaving said Northerly right-of-way boundary run North 00°54'37" East 367.64 feet to an axle, thence run North 00°54'02" East 397.77 feet to a concrete monument (marked #0125) said point also being the Southwest corner of Lot 15, Block "K" of Royal Oaks a subdivision as per map or plat thereof recorded in Plat Book 9, page 39 of the public records of Leon County, Florida, thence run South 88°18'07" East along the Southerly boundary of said Royal Oaks subdivision a distance of 932.82 feet to a concrete monument (marked #0125) marking the Northwest corner of Lot 27, Block "K" of Royal Oaks Unit No. 2, a subdivision as per map or plat thereof recorded in Plat Book 9, page 41 of the public records of Leon County, Florida, thence run South 01°27'33" West along the West boundary said Lot 27 a distance of 226.25 feet to a concrete monument (marked #0155) marking the Southwest corner of said Lot 27 also being the Northwest corner of Lot 28, Block "K" of said Royal Oaks Unit No. 2, thence run South 01°26'52" West along the West boundary of said Royal Oaks Unit No. 2 a distance of 234.05 feet to the POINT OF BEGINNING.

AND

Commence at a concrete monument marking the Southwest corner of Lot 28, Block "K" of Royal Oaks Unit No. 2 a subdivision as per map or plat thereof recorded in Plat Book 9, page 41 of the public records of Leon County, Florida, said point lying on the Northerly right-of-way boundary of Forsythe Way, thence leaving said right-of-way boundary run South 01°32'56" West 72.68 feet to a concrete monument marking the Northwest corner of Lot 44, Block "A" of said Royal Oaks Unit No. 2, said point lying on the Southerly right-of-way boundary of said Forsythe Way and being the POINT OF BEGINNING, From said POINT OF BEGINNING run Southwesterly along said right-of-way boundary and a curve to the right being concave to the Northwesterly with a radius of 490.00 feet through a central angle of 35°01'28" for an arc distance of 299.53 feet (chord bearing South 72°51'23" West 294.89 feet) to a concrete monument marking a point of reverse curve to the left, thence run Southwesterly along said right-of-way boundary and curve with a radius of 520.00 feet through a central angle of 31°07'46" for an arc distance of 282.52 feet to a re-rod (marked #4261) marking a point of reverse curve to the right, thence run Southwesterly along said right-of-way boundary and curve with a radius of 744.89 feet through a central angle of 30°40'20" for an arc distance of 398.76 feet (chord bearing South 74°34'31" West 394.02 feet) to a re-rod, thence leaving said right-of-way boundary run South 00°03'15" West 57.78 feet to a concrete monument (marked #0732), thence run South 00°49'32" West 115.69 feet to a concrete monument (marked #732), thence run South 00°50'18" West 476.46 feet to a concrete monument lying on the Northerly boundary of Royal Oaks a subdivision as per map or plat thereof recorded in Plat Book 8, page 14 of the public records of Leon County, Florida, thence run South 89°50'48" East along said North boundary 342.72 feet to the Northeast corner of said Royal Oaks, thence run South 00°19'44" West 45.15 feet to a point marking the Northwest corner of Lot 26 of Royal Oaks Unit No. 2 a subdivision as per map or plat thereof recorded in Plat Book 9, page 41 of the public records of Leon County, Florida, thence run North 69°57'21" East along the Northerly boundary of said Royal Oaks Unit No. 2 a distance of 859.54 feet to a re-rod (marked #4261), thence run North 22°28'37" East along the Westerly boundary of said Royal Oaks Unit No. 2 a distance of 310.97 feet to a concrete monument (marked #0155), thence run North 12°09'18" East along said boundary 251.74 feet to a concrete monument (marked #0155) marking the Southeast corner of Lot 44, Block "A" of said Royal Oaks Unit No. 2, thence run South 75°27'48" West along the Southerly boundary of said Lot 44 a distance of 401.04 feet to concrete monument (marked #0155) marking the Southwest corner of said Lot 44, thence run North 01°28'07" East 233.49 feet to the POINT OF BEGINNING.

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