

Declaration of Covenants

For

Majestic Oaks

Date: JUNE 30, 2016

Replaces:

**AMENDED AND RESTATED PROTECTIVE COVENANTS OF
MAJESTIC OAKS SUBDIVISION DATED 9/3/2004**

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DECLARATION OF COVENANTS FOR MAJESTIC OAKS

KNOW ALL MEN BY THESE PRESENTS, THIS DECLARATION OF COVENANTS FOR MAJESTIC OAKS, (hereinafter referred to as the "Declaration" is made and entered into this 30th day of June 2016, by the MAJESTIC OAKS HOMEOWNERS' ASSOCIATION OF OCALA, INC. (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Association is the Homeowners Association for Majestic Oaks, a residential subdivision located in Marion County, Florida, consisting of the real property which is the subject of the following plats:

- Majestic Oaks Subdivision, as per plat thereof recorded in Plat Book 1, at Page 79, Public Records of Marion County, Florida; and
- Majestic Oaks First Addition, as per plat thereof recorded in Plat Book 1, at Page 95, Public Records of Marion County, Florida; and
- Majestic Oaks Second Addition, as per plat thereof recorded in Plat Book 2, at Page 27, Public Records of Marion County, Florida; and
- Majestic Oaks Third Addition, as per plat thereof recorded in Plat Book 3, at Pages 49 and 50, Public Records of Marion County, Florida; and
- Majestic Oaks Fourth Addition, Phase 1, Plat Book 3, Pages 77-80, Public Records of Marion County, Florida.

(The property which is the subject matter of the above referenced plats hereinafter the "Property"); and

WHEREAS, the Property is subject to and encumbered by that certain Amended and Restated Protective Covenants of Majestic Oaks Subdivision recorded in OR Book 1606 at Page 1870 through 1887, Public Records of Marion County, Florida, as amended by Amendment to Amended and Restated Protective Covenants of Majestic Oaks Subdivision recorded in OR Book 2069 at Page 0453, Public Records of Marion County, Florida (hereinafter the "Existing Declaration"); and

WHEREAS, the Existing Declaration provides that it may be amended by a majority of the Owners of the Lots in attendance, present and in person or by proxy at a duly called meeting of the Membership of the Association at which a quorum is present; and

WHEREAS, the hiring, engaging, or making` contract with a Property Management Company may only occur by a 50% plus one majority of the whole Association's membership at a vote of the Lot Owners in person or by proxy at a duly called meeting of the Association Membership at which a Quorum is present

WHEREAS, by execution hereof the undersigned affirms that the majority of the Owners of Lots in attendance, present and in person or by proxy at a duly called meeting of the Membership of the Association in which a quorum was present have adopted this Declaration of Covenants for Majestic Oaks.

NOW, THEREFORE, the Association declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall supersede and replace the Existing Declaration which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1.

USE RESTRICTIONS

Section 1.1 Use Restrictions.

The use restrictions contained in this Article shall apply uniformly to all Lots and Dwellings.

Section 1.2 Residential Use Only.

No Lot shall be used for any purpose except for residential. Residential use shall include business activities as long as it is invisible from the street, does not generate any noise or cause any traffic and parking issues. The term "residential" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any Lot or Dwelling. The foregoing shall not prohibit a contractor with construction of a Dwelling. The foregoing shall not prohibit a contractor with construction or a dwelling in progress from having an on-site temporary sales office in a Model Home, subject to approval of the BOD. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Dwelling designated for residential use, with attached private garages or storage facilities which have been approved by the BOD and are consistent with the primary residential use of the Property. Any outbuilding must be compatible with the design and exterior of the Dwelling. No mobile homes, modular homes, or house trailers shall be permitted on the Property.

Section 1.3 Construction of Dwellings.

Dwellings shall be constructed with concrete blocks on concrete slab. Outside finish shall be cement stucco. No exterior vinyl, fiberglass, wood or aluminum wall coverings shall be permitted. Exception- Homes that contain exterior materials no longer available for repairs may use a comparable material with prior BOD approval.

Section 1.4 Minimum Square Footage.

No Dwelling erected on a Lot may be more than one story or less than 1,800 square feet of living area. Living area must be heated and cooled and excludes garages, open porches, decks, and atriums, whether or not heated and cooled. Each Dwelling shall contain an attached garage providing space for at least two (2) automobiles. The BOD may grant exceptions for Lots that do not allow Dwellings of 1,800 square feet because of size or shape, but under no circumstances may a Dwelling of less than 1,400 square feet be built on any Lot.

Section 1.5 Exterior Dwelling Colors.

Exterior Dwelling colors shall be compatible within the community and be approved by the BOD.

Section 1.6 Subdivision - Multi Units.

Only one Dwelling may be erected on each Lot.

Section 1.7 Renting.

No Dwelling shall be rented until one (1) year after construction is completed, and for a term of no less than one (1) year, without BOD approval.

Section 1.8 Accessory Structures.

No storage, or accessory buildings, sheds or structures shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the BOD.

Section 1.9 Animal Restrictions.

No vicious animal shall be kept or maintained on any Lot. Only conventional household pets. These pets shall not constitute a hazard, nuisance or annoyance to the neighborhood. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner or a member of the Owner's family or a person designated by the owner as so stated by County code. Each Owner shall be responsible for cleaning up and properly disposing of all fecal matter deposited by that Owner's pets. Common Areas and road right-of-ways shall not be used as dog or pet runs.

Section 1.10 Restriction on Activity.

No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling nor shall anything be done or permitted to exist on any Lot or in any Dwelling that may be or may become an annoyance or private or public nuisance. Commercial door-to-door solicitation is discouraged. "No Solicitors" signs are permitted on front doors. Garage sales are limited to a maximum of six sales per year and no sale shall last longer than 3 consecutive days. No Owner may enter onto any Lot, other than a Lot owned by that Owner, during construction of a Dwelling. This restriction shall not apply to activities conducted by the BOD or ARC Coordinator in the construction, sale or maintenance of improvements upon the Property, or in performing their duties.

Section 1.11 Roof Panels.

Wood or plastic composite roof panels are not allowed on any structure. Approved roofing materials are asphalt shingle, tile, and metal but the color must be compatible with the color of the dwelling and approved by the BOD.

Section 1.12 Exterior Maintenance.

Each Owner will keep the exterior of his Dwelling and all improvements to his Lot in good condition and state of repair. Painted surfaces shall be repainted as needed. All driveways, roofs, fascia, gutter, soffits, down spouts, and fences shall be kept free of mildew, fungus, and unused bird or insect nests or deposit. All trees, shrubbery and grass shall be watered, fertilized and treated for fungus, weeds, and disease as needed. Shrubby shall be kept trimmed. Culverts will be kept free of weeds, sand or debris that may impede the flow of water. Lawns, including swales, will be regularly mowed and edged at the street and driveways. Lawn clippings shall be kept out of the street. No artificial vegetation is permitted outside of the Dwelling. Owner's maintenance and care shall apply to all portions of the Lot including any easements. After the Association provides an Owner with a thirty (30) days written notice to perform the needed maintenance and /or repairs. Failure of the Owner to perform maintenance and / or repairs shall allow the Association the right to impose a Special Assessment against said Owner. Such Assessment may become a lien against the lot and may be foreclosed on or as otherwise allowed herein.

Section 1.13 BOD Approval not required.

An Owner may, without the consent of the BOD, subject to any conditions or limitations set forth in this Section 1.13 and Section 1.10, erect, install, or place the following upon his or her Lot or Dwelling Unit:

1.13.1 Satellite dishes or similar equipment (except that satellite dishes if greater than 18" in diameter may be installed only if approved, as to location, by the BOD);

1.13.2 Shutters;

1.13.3 Weather vanes;

- 1.13.4** Storm doors or screen doors (security bars are not allowed on doors or windows);
- 1.13.5** Attic fans, vents, solar tubes;
- 1.13.6** Outdoor lighting fixtures 60 watts or less;
- 1.13.7** Water softeners (outdoor systems must be screened from view);
- 1.13.8** Replacement landscaping and extra Lot landscaping (including trees and shrubs with similar landscaping), Xeriscape, and Florida friendly landscaping
- 1.13.9** Irrigation systems;
- 1.13.10** Garbage and trash containers and bottled gas tanks, which shall be hidden from sight (screened or garaged).
- 1.13.11** Screening of pool pumps, water softeners, etc. shall be hedge, vinyl lattice, or vinyl fence with a maximum height of four (4) feet;
- 1.13.12** Decorative flags shall be non-offensive and limited to a single flag, which shall be displayed on a pole inserted in a bracket attached to the front of the dwelling. (See 1.14.10). Other non-offensive State or National flags when flown shall be flown beneath the US flag.
- 1.13.13** Rear yard landscaping, decoration, recreational or play equipment, and lawn furniture. Temporary tents must be removed within seventy two (72) hours, weather permitting;
- 1.13.14** Portable basketball hoops only. (Owner is requested to completely remove from view, or lower the back board to the ground when not in use).
- 1.13.15** Garage screen doors;
- 1.13.16** Rain gutters;
- 1.13.17** Painting exterior of Dwelling or out-building the same existing color (color or trim change must be approved by the BOD);
- 1.13.18** Mailboxes should include a stuff box (newspaper box). Box and post shall be traditional shape and be black in color:
- 1.13.19** One (1) sign for the following purposes "For Sale", "For Rent", model home, political, or garage sale may be displayed on a Lot. Size shall be no larger than 24" x 24". A political sign may be displayed for the period commencing four weeks prior to the election for which the sign applies and must be removed the day after the election. Garage sale signs to be removed by next day. No other signs will be permitted except for home security, no soliciting and safety warning signs
- 1.13.20** Front Yard decorations, such as statuary and flower pots are limited to a total of twelve (12) in the Front Yard and cannot exceed thirty six inches (36") in height. Plastic or wood ornaments and planters are prohibited in the Front and Side Yards.
- 1.13.21** Decorative concrete edging:

1.13.22 Decorations may be displayed on dwelling and landscaping during traditional holiday seasons provided they do not create a nuisance and are removed at the end of the festivity.

1.13.23 Solar panels / systems in accordance with Florida law.

1.13.24 Clotheslines are permitted in the Rear Yard and are to be put away after use or by sundown. No clothing, rugs, or other materials shall be hung or displayed from any Dwelling, shrubs, or trees for cleaning or drying;

Section 1.14 BOD Approval Required.

An Owner may not install, construct, alter, or change any of the following upon the Owner's Lot without the prior written approval from the BOD;

1.14.1 Dwelling or outbuilding (Section 1.8)

1.14.2 Swimming pools (which must, under any circumstances, be in-ground pools);

1.14.3 Patios;

1.14.4 Pool enclosures or other screen enclosures (which shall be permitted in the Rear Yard only);

1.14.5 Exterior alterations to any Dwelling, or previously approved out-buildings, sidewalks or driveways except as noted in 1.13.2, .3, .4, .5, and .6

1.14.6 Spas, hot tubs, or Jacuzzis (except that the same may be installed without BOD approval within a previously approved and screened lanai, screened-in porch, or screened pool enclosure);

1.14.7 Gazebos;

1.14.8 No fence or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, location, and surrounding landscaping have been approved by the BOD. No fence may be altered in appearance from the appearance approved by the BOD. Fencing shall be limited to the following subsection 1.14.8.1, .2, .3, and .4 (and may not extend forward of the rear wall of the Dwelling). Hedges used in place of fencing shall not extend forward of the front of the dwelling and shall not exceed six (6) feet in height. Such hedges shall be offset from the property line and maintained by owner as not to create a nuisance to the neighbors;

1.14.8.1 Chain link fencing with a top rail not to exceed four feet (4') in height;

1.14.8.2 Vinyl, composition wood-tone fencing, not to exceed a total of six feet (6') in height.

1.14.8.3 Pressure treated wood or Yellow wood fencing not to exceed six feet (6') in height. Fencing shall be installed on the vertical with the finished side facing outward and must be naturally finished.

1.14.8.4 All fences on a Lot shall be the same size, materials, and shape.

1.14.9 Flagpoles for displaying the American flag, official flag of the State of Florida, or military flag as stated in the Florida Statutes shall not exceed twenty (20) feet in height. The pole shall be located so that if the flag is extended straight out it will not touch any structure or vegetation through a 360 degree arc. Such pole shall be located at least twenty (20) feet from the street or roadway.

1.14.10 No change in grade elevation shall be made on any lot.

Section 1.15 No unit air conditioning units or fans may be mounted to windows or exterior walls of the residence if they are visible from the street or other property.

Section 1.16 Vegetable gardens are not permitted in Front or Side Yards.

Section 1.17 Construction on Lots. All exterior construction and landscaping of any Dwelling shall be completed before any person may occupy the same. Lots shall be kept reasonably clean of scraps, debris, and refuse during construction. All construction on any Dwelling shall be completed within one hundred eighty (180) days from the issuance of the building permit for that Dwelling, unless extension of said time is approved by the BOD. All construction on any Lot shall be at that Lot Owner's risk and that Lot Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Lot. Repairs of construction damage must be made within thirty (30) days.

Section 1.18 Vacant Lots. The grassy areas of any vacant Lots shall be kept regularly mowed and trimmed, and all areas of vacant Lots shall be kept free of trash, debris, and unsightly weeds or underbrush.

Section 1.19 Storage. No items may be stored on a Lot outside a Dwelling, approved building or common areas including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. Gas and charcoal cooking grills, and equipment shall be stored by an Owner out of street view, except when in use. A wall mounted bracket designed to hang garden hose or an appropriate storage container can be used on the side of the building to store hose when not in use

Section 1.20 Household Garbage and Yard Trash. No Lot or any part of the Property shall be used or maintained as a dumping ground for rubbish of any kind. Owners shall place their bagged and tied garbage and/or trash at the edge of their driveway (not in the street) the evening before (not earlier than 7 p.m.) or the morning of the collection day. Empty garbage cans will be brought in no later than 7 p.m. on the collection day. In no event shall any Owner burn any trash, debris or refuse or allow any other person to burn trash, debris or refuse on a Lot or in any Common Area.

Section 1.21 Vehicles. Any passenger vehicle(s) parked outside a garage must be parked on a driveway. Temporary Parking on grassed areas, including swales or between a Lot and the adjacent road right-of-way is limited to residential use only (party guests, visitors) and are not allowed to park overnight in such areas. Owners are responsible for any damage incurred in this parking area including common and retention areas. No commercial vehicle may be parked outside the Dwelling at any time except for temporary parking.

A commercial vehicle is defined as any vehicle with commercial lettering, any vehicle in excess of ¾ ton, any type of trailer regardless of size, configuration use, or intended use.

Temporary Parking is defined as, parking by homeowner operated commercial vehicles overnight Monday through Friday. Parking of commercial vehicles not owned or operated by homeowner but being used for the purpose of working on the property.

All vehicles parked within the Property must be in good condition. Motor vehicles without current license plates shall not be visibly stored or parked anywhere on the Property. Motor homes, boats, trailers and vehicles exceeding a three quarter (3/4) ton load capacity may not be parked outside the garage for more than 72 hours in any 30-day period. Construction, re-construction, repair or major maintenance of any vehicle or boat, is prohibited except in an enclosed garage. The foregoing shall not prohibit washing, polishing, tire change, or oil changes on a vehicle, boat, or accessory which the Owner owns. Vehicles containing advertising must be parked in the garage except for temporary parking.

ARTICLE 2.

ARCHITECTURAL REVIEW CHANGE (ARC)

Section 2.1 Scope of Review. All construction plans including, but not limited to, residential dwellings, fences, pools, and landscaping shall require review and written approval by the BOD. A builder or a homeowner shall contact the ARC Coordinator to make a request for an ARC form.

Section 2.2 Builder Review. A builder must submit, in person or by mail, a set of house plans, location (Lot and Section), exterior and trim colors, and a completed ARC form to the ARC Coordinator.

Section 2.3 Homeowner Review. The ARC Coordinator will meet with the homeowner and discuss the proposal and supply an ARC form. Homeowner must complete the ARC form and submit it to the ARC Coordinator for review to be passed on to the BOD as outlined below.

Section 2.4 Plan Review. At the called Board of Directors and ARC meeting posted in accordance with Florida Statutes, the ARC Coordinator makes his/her report to the BOD. The ARC Coordinator then submits the ARC requests to the BOD for approval. If there were a request submitted that was not recommended by the ARC Coordinator, the BOD would complete a second review and vote on approving or denying the ARC request. All official action takes place during a BOD and ARC Coordinator meeting in view of the Association membership. This procedure is within the due process of the current Florida Statutes. The ARC Coordinator then returns the ARC form that has been approved / denied to the applicant.

Section 2.5 Non-Approved and Non-Conforming. If there is a deviation from the approved plans or a non-approved completed improvement, such improvements shall be in violation of this Article 2. The Association or any Association Member may maintain an action at law or in equity for the removal or correction of the non-approved or non-conforming improvement and shall recover from the Owner in violation all costs, expenses, and fees incurred in the prosecution thereof.

Section 2.6 Immunity of ARC Coordinator. The ARC Coordinator shall not have any personal liability to any Owner or any other person for the acts or omissions of the ARC Coordinator if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ARC Coordinator arising from acts or omissions of the ARC Coordinator committed in good faith and without malice through its insurance coverage.

Section 2.7 Address for Notice. Requests for approval or correspondence with the BOD shall be addressed to the attention of the "Majestic Oaks ARC", P.O. Box 771071, Ocala, FL 34477-1071, and mailed or delivered to the principal office of the BOD at that address, or such other address as may be designated from time to time by the ARC Coordinator and the BOD. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC Coordinator in a form satisfactory to the same.

Section 2.8 Variances. The BOD may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Any variance granted for the use restriction set forth in Article I must, before becoming effective, be approved by a unanimous vote of the Board of Directors

Section 2.9 Attorneys Fees and Costs. For all purposes necessary to enforce this Covenant the Association shall be entitled to collect reasonable attorney fees, costs and other expenses from the Lot Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Lot Owner to the Association within fifteen (15) days of the Association providing to a Lot Owner a written notice thereof, the Association may levy a special assessment in the amount of said fees, costs, and expenses against such Owner which special assessment shall constitute a lien on the Lot Owner's Lot pursuant to Section 6.2 and shall be collectible as set forth in this Declaration.

ARTICLE 3.

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership in Association. Membership is obligatory with lot ownership and includes the right to one vote per lot owned, as specified in the Articles of Incorporation

ARTICLE 4.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Personal Obligation for Assessments and Creation of Lien. The BOD for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot 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 Lot at the time the Assessment fell due.

Section 4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Areas including, but not limited to, the maintenance and repair of the Surface Water and Storm Water Management System including, but not limited to, work within retention areas, drainage structures and drainage easements, and for enforcement of the Declaration.

Section 4.3 Fixing Common Assessment. The BOD of the Association shall be authorized to assess the Members in such amount as they shall determine necessary:

4.3.1 to maintain, repair, improve, reconstruct and replace the Common Areas and any temporary Surface Water or Storm Water Management System, operate the Association, perform other maintenance, repairs, or services authorized or permitted by the Declaration; and

4.3.2 to provide for the maintenance of improvements, including, but not limited to, irrigation systems and landscaping lying within public or private rights-of-way; and

4.3.3 to install such safety devices and signs as the BOD shall approve along any streets or walkways; and

4.3.4 to otherwise achieve those purposes set forth in Section 4.2 above, as determined to be necessary or advisable by the BOD and to provide funds necessary to pay all Common Expenses.

The Common Assessment shall be allocated among the Owners on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners. The Common Assessment, determined and allocated as set forth above, shall be fixed at such times, and shall be payable in such installments, as the Board may approve. No annual assessment shall exceed one hundred and fifteen (115%) percent of the preceding year's annual assessment unless approved by a majority of the members voting in attendance, in person or proxy, at a duly called meeting at which a quorum is present.

Section 4.4 Assessments for Capital Improvements. In addition to the Common Assessment authorized above, the Association may levy, in any assessment year, an Assessment applicable to that year 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 Areas, or within the easements granted to the Association in Article 5, including fixtures and personal property related thereto. Any such Assessment exceeding one-third (1/3) of that year's annual Common Assessment shall have the assent of a majority of the votes of the voting membership present, voting in person or by proxy, at a meeting duly called for this purpose.

Section 4.5 Notice and Quorum for any Action Authorized under Section 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.4 shall be sent to all Members not less than fourteen (14) days or more than sixty (60) days in advance of the meetings. At the first such meeting called, the presence of Members and/or proxies entitled to cast thirty percent (30%) of the votes of the membership shall constitute a quorum according to Florida Statutes. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meetings shall be twenty-five (25%) of the votes of the membership. The Association may call as many such subsequent meetings as necessary to obtain an authorized quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, without written notice.

Section 4.6 Uniform Rate of Assessment. The Common Assessment and any Capital Improvement Assessment must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

ARTICLE 5.

PROPERTY SUBJECT TO THIS DECLARATION

ANNEXATIONS: PROPERTY RIGHTS

Section 5.1 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

5.1.1 Any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, or other conveyance or agreement creating the right of the Association in and to that portion of the Common Areas; and

5.1.2 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument, signed by Members representing a majority of the votes of the membership, agreeing to such dedication or transfer been recorded.

Section 5.2 Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in owners Dwelling, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Dwelling, or any guest or invitee of an Owner or of any resident of a Dwelling shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

Section 5.3 Right of Association to Evict Tenants, Occupants, Guests, and Invitees. With respect to any tenant or any person present in any Dwelling or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Dwelling, if such person shall materially violate any provision of this Declaration, the Articles or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the neighborhood, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as a Special Assessment, and the Association may collect such Special Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association in this Article.

Section 5.4 Maintenance Easements. The Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable. The easement granted herein shall not entitle the Association to enter any Dwelling.

Section 5.5 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water 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 Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by Southwest Florida Water Management System permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System. No person shall alter the drainage flow of the Surface Water or Storm Water Management System, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

Section 5.6 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, or his tenants, who reside on the Owner's respective Lot. Bicycles, go-carts, motorcycles, etc. are prohibited from being driven on Common Areas, easements or drainage retention basins.

ARTICLE 6.

COLLECTION OF ASSESSMENTS

Section 6.1 Assessments. Annual assessments are due January 1st each year unless otherwise authorized and published by the BOD in advance.

Section 6.2 Monetary Defaults and Collection of Assessments.

6.2.1 Late Fees and Interest. If any Assessment is not paid within thirty (30) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due fifteen (15) days after written demand by the Association.

6.2.2 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

6.2.3 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The BOD is authorized to settle and compromise the Association's lien if the BOD deems a settlement or compromise to be in the best interest of the Association.

6.2.4 Subordination of Lien. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record held by an institutional lender. An institutional lender shall refer to any bank, bank holding company, trust company, or subsidiary thereof, savings and loans association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record held by an institutional lender, or any Mortgagee who accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record held by an institutional lender shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectible from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.

Section 6.3 Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles and/or, Bylaws of the Association, the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within thirty (30) days after such written notice, or if the violation is not capable of being cured within such thirty (30) day period, if the Owner fails to commence and diligently proceed to cure completely such violation as soon as practicable within thirty (30) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

6.3.1 Impose a fine against the Owner as provided in Section 6.4 of this Article;

6.3.2 Commence an action to enforce the performance on the part of the Owner for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.3.3 Commence an action to recover damages;

All expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as a Special Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such Special Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Special Assessment, and the Association may take such action to collect such Special Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of the County.

Section 6.4 Fines. The amount of any fine shall be determined by the BOD, and shall not exceed One Hundred Dollars (\$100.00) per violation. For continuing violations each day the violation is in existence after the date calculated by Sections 6.2 or 6.3 may be considered a separate violation. In such event, the fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing, except that no such fine for a continuing violation shall exceed Fifty Dollars (\$50.00) a day (with no cap on the aggregate amount of said fine). Any fine shall be imposed by written notice to the Owner signed by the President of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within fifteen (15) days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall appoint a committee of at least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or the sister of an officer, director or employee of the Association, to conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than fifteen (15) days' written notice of the hearing date. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The committee shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within fifteen (15) days after written notice of the imposition of the fine, or if a hearing is timely requested within fifteen (15) days after written notice of the committee's decision. Any fine levied against an Owner shall be deemed a Special Assessment.

Section 6.5 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

Section 6.6 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 6.7 Enforcement By or Against other Persons. In addition to the foregoing, this Declaration may be enforced by the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

ARTICLE 7.

AMENDMENTS TO DECLARATION

Section 7.1 General Amendments. This Declaration may be amended only by the affirmative vote or written consent of a majority of the Members or by a majority vote of all Members in attendance, in person or by proxy, at a duly called meeting at which a quorum is present, in person or by proxy as governed by the current Florida Statutes.

ARTICLE 8.

SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM

Section 8.1 Responsibility for Surface Water or Storm Water Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management systems shall be as permitted, or as modified, or as approved by the Southwest Florida Water Management District.

Section 8.2 Enforcement. The Southwest Florida Water Management District shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

Section 8.3 Additional Requirements for Amendments. Any amendment to this Declaration, which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District, notwithstanding any other provisions contained herein.

ARTICLE 9.

GENERAL PROVISIONS

Section 9.1 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. In the event any violations of this Declaration, or breach of any covenant contained herein, the Association shall have the right to enter upon any Lot upon which the violation or breach has occurred to remedy, repair or otherwise abate the same, at the expense of the Owner of said Lot, and the Association shall not thereby be guilty of any manner of trespass for such entry.

Section 9.2 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 9.3 Duration. The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2019, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial period upon a majority vote of the Members and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Lots. Any revocation must be recorded.

Section 9.4 Notice of Declarations. All Owners, their realtors, contractors, and other individuals selling Lots or Dwellings within the Property must provide to each prospective purchaser a copy of this Declaration for his/her review. At any Closing upon a Lot and/or Dwelling, the new Owner is required to sign an Affidavit that he or she has reviewed and accepted the Declaration, and will abide by the terms thereof. A copy of the Declaration is to remain with the Dwelling in the event of a sale by the Owner.

Section 9.5 Transfer of Assets to Local Government. The Association may, upon a majority vote of the Members as governed by the Florida Statutes, transfer all assets of the Association, including Common Areas, to the local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Association property to standards and conditions required by the local government.

ARTICLE 10.

DEFINITIONS

Section 10.1 "Architectural Review Change" or "ARC" -- shall mean the Board of Directors created pursuant to Article 2, Section 2.1 of the Declaration.

Section 10.2 "Articles" -- shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida including any amendments thereto.

Section 10.3 "Assessments"-- shall mean any of the types of Assessments as authorized by the Florida Statutes and defined below in this Section.

10.3.1 "Common Assessment" -- shall mean a charge against each Owner and his Lot, representing a portion of the expenses of operating, maintaining, repairing, improving, reconstruction and replacing the Common Areas, located within the platted subdivision of Majestic Oaks including, but not limited to, operating, and maintaining and repairing the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities permitted by the Southwest Florida Water Management District.

10.3.2 "Special Assessment" -- shall mean any assessment not considered the "Annual Assessment" and includes but is not limited to a charge against one or more Owners and their Lots equal to the expenses incurred by the Association in connection with the enforcement of this Declaration against such Owner(s) for such Owner(s)' failure to duly perform his/her obligations hereunder.

Section 10.4 "Association"-- shall mean and refer to Majestic Oaks Homeowners' Association of Ocala, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 10.5 "Board" or "Board of Directors" (BOD) -- shall mean the Board of Directors of the Association.

Section 10.6 "Bylaws"-- shall mean the Bylaws of the Association adopted by the Board (a copy of which is attached hereto) including any amendments thereto.

Section 10.7 "County" -- shall mean the County of Marion, in the State of Florida.

Section 10.8 "Common Areas" -- shall mean and refer to those portions of land shown on any recorded subdivision plat of any portion of the Property, excluding any Lots designated by number and intended for construction of a single family residence, which areas are intended to be used and enjoyed by Owners of Lots in the Property, which include without limitation, any private roads, drainage areas, Surface Water or Storm Water Management System, easements for roads, walkways, parking areas, paths, utilities, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems, signage, structures, and landscaping thereon, including any Surface Water or Storm Water Management System (as defined below). All personal property and real property, including easements, licenses, leaseholds, or other real property interests, including the improvements thereon, owned by the Association or maintained by the Association for the common use and enjoyment of the Owners, are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, and persons occupying "Dwellings" on a guest or tenant basis, and to the extent authorized by this Declaration or by the Board of Directors.

Section 10.9 "Common Expenses" -- shall mean the actual and estimated costs of ownership, maintenance, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Special Assessments and including those costs not paid by the Owner responsible for the payment); the costs of all utilities; including, but not limited to, compensation paid by the Association to accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, gardening and other services benefiting the Common Areas. The costs of casualty and liability insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees and volunteers of the Association; costs of errors and omissions, liability insurance for officers, employees and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

Section 10.10 "Corner Lot" - shall mean and refer to any Lot, the boundary lines of which are adjacent to more than one road right-of-way. Corner Lots will be treated like all other Lots and will have one Front Yard, two Side Yards, and one Rear Yard.

Section 10.11 "Declaration"-- shall mean and refer to this Declaration of Covenants for Majestic Oaks and any amendments and supplements thereto.

Section 10.12 "Dwelling" -- shall mean and refer to a Lot as defined herein with a detached single-family residential unit constructed thereon for which a Certificate of Occupancy has been issued by the applicable governmental authorities.

Section 10.13 "Front Yard" -- shall mean the portion of each Lot lying between the front of the Dwelling and the adjacent right-of-way substantially parallel to the front of the Dwelling, extended to the Lot's side boundaries. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the BOD shall be controlling and final.

Section 10.14 "Lot" -- shall mean and refer to any plot of land shown upon any plat of a portion of the Property and designated as a numbered Lot, and shall exclude any Common Areas owned in fee simple by the Association.

Section 10.15 "Member" -- shall mean and refer to any lot Owner.

Section 10.16 "Owner" -- shall mean and refer to the owner of record with the County, whether one or more persons or entities.

Section 10.17 "Plat" -- shall mean and refer to any plat of any portion of the Property, and shall mean the following plats both individually and collectively:

- Majestic Oaks Subdivision, as per plat thereof recorded in Plat Book 1, at Page 79, Public Records of Marion County, Florida; and
- Majestic Oaks First Addition, as per plat thereof recorded in Plat Book 1, at Page 95, Public Records of Marion County, Florida; and
- Majestic Oaks Second Addition, as per plat thereof recorded in Plat Book 2, at Page 27, Public Records of Marion County, Florida; and
- Majestic Oaks Third Addition, as per plat thereof recorded in Plat Book 3, at Pages 49 and 50, Public Records of Marion County, Florida; and
- Majestic Oaks Fourth Addition, Phase 1, Plat Book 3, Pages 77-80, Public Records of Marion County, Florida.

Section 10.18 "Rear Yard" -- shall mean the portion of each Lot lying between the rear façade of the Dwelling and the rear line of the Lot (i.e. the Lot boundary lying furthest from the Front Yard) extended to the side boundaries of the Lot. In the case of any dispute as to the location of the Rear Yard as defined herein, the determination of the BOD shall be controlling and final.

Section 10.19 "Side Yard"- shall mean the portion of each Lot not included within the definition of Front Yard or Rear Yard. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the BOD shall be controlling and final.

Section 10.20 "Surface Water or Storm Water Management System" -- shall mean and refer to a system, temporary or permanent, 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, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the provisions of Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.