

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SOHEIL AKHAVAN, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the City of Tallahassee, County of Leon, State of Florida, which is more particularly described as Lot 7 Victory Terrace:

Commence at the Southwest corner of Section 33, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 05 minutes 04 seconds West 300.0 feet to a concrete monument, thence run South 89 degrees 54 minutes 26 seconds East 132.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 54 minutes 26 seconds East 88 feet thence run South 00 degrees 05 minutes 04 seconds East 128.0 feet to a point on the Northerly right of way of Tina Drive, then run North 89 degrees 54 minutes 26 seconds West 23.90 feet to a point of curve concave Southerly, thence run Northwesterly along said curve with a radius of 50 feet through a central angle of 86 degrees 33 minutes 56 seconds for an arc length of 75.42, thence leaving said right of way run North 00 degrees 05 minutes 04 seconds West 103.86 feet, containing 0.22 an acre more or less.

The above described property being subject an 8 foot utility easement and a 15 foot retention pond easement.

0.22 of an Acre Parcel "B"

Commence at a concrete monument marking the Southwest corner of Section 33, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 05 minutes 04 seconds West 126.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 05 minutes 04 seconds West 87.0 feet; thence South 89 degrees 54 minutes 26 seconds East 110.0 feet, thence South 00 degrees 05 minutes 04 seconds East 34.70 feet to a point on the right of way of Tina Drive, said point lying on a curve concave Easterly, thence run along said curve with a radius of 50.0 feet, through a central angle of 63 degrees 09 minutes 42 seconds for an arc length of 55.12 feet, thence leaving said right of way North 89 degrees 54 minutes 26 seconds West 107.19 feet to the POINT OF BEGINNING containing 0.22 of an acre more or less.

The above described property being subject to a 20 foot utility easement and an 8 foot easement.

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RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY,  
FLORIDA  
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CLERK OF THE CIRCUIT  
COURT

## 0.22 of an Acre Parcel "C"

The North 87 feet of Lot 6 of Victory Garden Terrace being more particularly described as follows:

Commence at the concrete monument marking the Southwest corner of Section 33 Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 05 minutes 04 seconds West 213.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 05 minutes 04 seconds West 87.0 feet thence run South 89 degrees 54 minutes 26 seconds East 110 feet thence South 00 degrees 05 minutes 04 seconds East 87.0 feet, thence North 89 degrees 54 minutes 26 seconds West 110.0 feet to the POINT OF BEGINNING containing 0.22 of an acre more or less.

## 22 Foot Roadway

Commence at the Southwest corner of Section 33, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 05 minutes 04 seconds West 300 feet, then South 89 degrees 54 minutes 26 seconds East 110.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 54 minutes 26 seconds East 22.0 feet thence South 00 degrees 05 minutes 04 seconds East 103.86 feet to a point on the Northerly boundary of Tina Drive said point lying on a curve concave Southerly, then run Southwesterly along said curve with a radius of 50 feet, through a central angle of 32 degrees 51 minutes 17 seconds for an arc length of 28.67 feet thence leaving said Northerly right of way run North 00 degrees 05 minutes 04 seconds West 121.70 feet to the POINT OF BEGINNING containing 0.06 of an acre more or less.

NOW THEREFORE, Declarant hereby declares that all the properties 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, 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 enure to the benefit of each owner thereof. In addition, SOHEIL AKHAVAN as Declarant, shall have the permanent easement of the use of the aforementioned 22 foot roadway for himself, his heirs, successors, and assigns, and the reservation to add additional lots to the Association should the developer extend the roadway.

ARTICLE I

Definitions

1. "Association" shall mean or refer to TINA DRIVE HOMEOWNER'S ASSOCIATION its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

4. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows: A 22 foot roadway (hereinafter described at the beginning of this declaration).

5. "Lot" shall mean and refer to any plat of land or parcel shown on any reported subdivision map of the properties with the exception of the common area.

6. "Declarant" shall mean and refer to SOHEIL AKHAVAN his successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the declarant for the purpose of development, in addition to his rights hereunder as to the 22 foot roadway.

ARTICLE II

Property Rights

1. Every owner shall have a right and easement of enjoyment in and to the common roadway which shall be appurtenant and pass with the title to every lot, subject to the following

provisions:

a. The right of the Association to charge reasonable assessments for the maintenance and repair of said roadway.

b. The right of the Association to dedicate or transfer all of any part of the roadway 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 signed by two thirds of each class of members agreeing to such dedication of transfer has been recorded, and the public agency or authority shall agree to maintain the roadway.

### ARTICLE III

#### Membership and Voting Rights

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

2. The Association shall have two classes of voting memberships:

a. "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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

b. "Class B" Class B members shall be the Declarant and shall be entitled to three (3) vote for each lot owned. Class B membership shall cease and be converted to Class A membership once the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IVCovenant for Maintenance Assessments

1. The Declarant, for each lot owned within the properties, 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 to the Association any annual assessments or charges, or other special assessments for capital improvements necessary to maintain the roadway, such assessments to be established and collected as hereinafter provided. The annual and 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 is the owner of such property at the time when the assessments fell due. Personal obligations for delinquent assessments shall not pass to successors in title unless it expressly assumed by them.

2. The assessments levied by the Association shall be used exclusively to repair and maintain the 22 foot roadway adjacent to the subject properties.

3. Any action authorized under the terms of this Declaration shall be at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) and no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 60% of all votes in each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting.

4. Any assessments provided for herein shall commence as to all lots on the first day of the month following conveyance of the lot to the owner. The first 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 assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice on the annual assessment shall be sent to every owner subject thereto. Due dates shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

5. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% 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 nonuse of the roadway or abandonment of his lot.

6. The lien and the assessment 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 become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability or any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 27 day of July, 1987.

  
SOHEIL AKHAVAN

STATE OF FLORIDA,  
COUNTY OF LEON.

BEFORE ME personally appeared SOHEIL AKHAVAN to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this 22<sup>nd</sup> day of July, 1987.



My Commission Expires: 5-30-88

