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**DECLARATION OF CONDOMINIUM
OF
DEERTREE HILLS, INC., A MOBILE HOME CONDOMINIUM**

5234 Blountstown Highway
Tallahassee, Florida 32304

DECLARATION made May 15, 1974, by William F. Rehbaum, III and Gayle Rehbaum, his wife, herein after called the Developer, for themselves, their heirs, assigns and all subsequent parties to this agreement.

1. Submission to condominium ownership. The purpose of this Declaration is to submit the lands herein identified and the improvements constructed and to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718 (formerly 711), Florida Statutes, hereinafter called the Condominium Act.

(a) The name by which this condominium is to be identified is Deertree Hills, Inc. a Mobile Home Condominium, hereinafter called the condominium, and its address is 5234 Blountstown Highway, Tallahassee, Florida 32304.

(b) The lands owned by the Developer which are herein submitted to the condominium form of ownership are the lands in Leon County, Florida, more particularly described on Exhibit "A" attached hereto, which lands are herein called the land. Easements are specifically reserved as shown on that Exhibit.

2. Definitions The terms used herein and in the Bylaws (attached as Exhibit "B") shall have the meanings stated in the Condominium Act and as follows:

(a) "Lot" means unit as defined by the Condominium Act

(b) "Lot owner" means unit owner as defined by the Condominium Act

(c) "Common elements" shall be all the parts of the condominium property reserved.

(d) "Common expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of lots to be maintained by the Association; (2) expenses declared common expenses by the provisions of this Declaration or by the Bylaws; and (3) any valid charge against the condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded.

(e) "Utility services" as used in reference to the condominium, and as used in this Declaration and the Bylaws, shall refer to the water supply system and sewage disposal system owned by the Condominium Association, and operated and maintained by the Utility Board.

3. Development plans. The condominium has been developed according to plans attached hereto as Exhibit "A".

(a) The condominium includes the lots owned by the individual owners and the common elements.

(b) Easements are reserved through the condominium property as may be required for utility service. Such easements are set forth in Exhibit "A".

(c) The association has the power to enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners. 718.114

4. Lot boundaries. The boundaries of the individual lots are shown on the plat thereto attached as Exhibit "A".

5. Shares of common elements and expenses. Each lot owner shall own a share in the common elements and in any surplus possessed by the Association, and be liable for common expenses as follows: The common expenses shall be divided by the number of lots and the owners of each lot shall be liable for one share of such costs, regardless of the value, shape or size of the lots. An owner of more than one lot shall be liable for one share of such expenses for each lot owned by him.

6. Maintenance and alterations. (a) The Association shall maintain, repair and replace the parcel designated as the "Den", and all roads, special easements, Deer Lake and playgrounds designated in Exhibit "A".

(b) The Association, acting through the Utility Board, shall maintain, repair and replace the water supply system and sewage disposal system.

(c) The responsibility of the lot owners shall be as follows:
The plumbing and electrical apparatus on the premises demised shall be the responsibility of and maintained at the expense of the lot owner, but all repairs and replacements of the same shall be made by or under the supervision of the Board of Governors. Each lot owner shall give the Board prompt notice of any need for such repair and replacements and, at all reasonable times, allow the representative of the Board to enter and inspect said premises for the purpose of determining the character of any such replacements and of making the same. The lot owners, upon reasonable notice, shall permit removal of such property or improvements located on the respective lots as may be required for the purpose of making any repairs or replacements of any nature, whether on the particular lot or otherwise. Property so removed must be replaced as soon as reasonably may be done in as good condition as before. Repairs or replacements which may be required at any location on the lots, build ings or grounds which are rendered necessary by the act, neglect, or carelessness of the lot owner or by any of his family, guests, servants, employees, or agents shall be the expense of the lot owner.



(d) Neither a lot owner nor the Association shall make any alteration in the portions of the condominium which are to be maintained by the Association or remove any portions thereof or make any additions thereto, or do anything which would jeopardize the safety or soundness of any building or impair any easement without first obtaining approval of two-thirds of the owners of the lots in which said work is to be done, and the approval of the Board of Governors of the Association.

7. Maintenance and alteration of common elements. (a) The maintenance and operation of the common elements shall be the responsibility and expense of the Association. (b) There shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing of the Board of Governors, except as provided in the Bylaws, but any such alteration or improvement shall not interfere with the rights of any lot owner. The cost of such work shall not be assessed against a bank, life insurance company, or any other financial institution which acquires its title as a result of owning a mortgage upon a lot, unless such an owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the Mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other lot owner in the proportions which their shares in the common elements bear to each other. There shall be no changes in the shares and rights of a lot owner in the common elements which are altered or further improved, whether or not the lot owner contributes to the cost thereof.

8. Assessments. (a) Assessments against lot owners for common expenses shall be made pursuant to the Bylaws and shall be allocated as set forth in paragraph 5 of this Declaration.

(b) Assessments and installments thereon paid on or before fifteen days after the date when due shall not bear interest, but all sums not paid on or before fifteen days after the date when due shall be subject to such penalties as levied by the Board of Governors. All payments upon account shall be first applied to such penalties and then to the assessment payment first due.

(c) The lien for unpaid assessments provided by Florida Law shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments the owner of the lot subject to the lien shall be required to pay a reasonable rental for the lot, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(e) The Association may levy reasonable fines against the unit for the failure of the owner of the unit or its occupant, licensee or invitee, to comply with any provision of the Declaration, Bylaws or reasonable rules of the association. No fine may exceed \$100 per day per violation. However, a fine may be levied on the basis of each day of continuing violation, not to exceed \$1000, with a notice and opportunity of a hearing before a committee or the Board. 718:303-3

9. Association. The operation of the condominium shall be by Deertree Hills, an incorporated association, herein called the Association, which shall be organized and shall fulfill its functions pursuant to the following provision:

(a) The members of the Association shall be the lot owners.

(b) The Bylaws of the Association shall be in the form attached as Exhibit "B".

(c) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

(d) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot.

(e) Whenever the decision of a lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner, if in an Association meeting, unless the joinder of record owners is specifically required by the Declaration.

10. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

(a) Structures, other than one mobile home, such as sheds, must be approved by the Board, and must comply with County Code before being erected on any lot. Each of the mobile homes shall be occupied only by a family, its servants and guests, as a residence and for no other purpose.

(b) The common elements shall be used only for the purposes for which they are intended in the furnishing of the services and facilities for the enjoyment of the lots.

(c) No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(d) Pets are limited to two per unit and must be contained either in-house, in fenced yard, or on a leash at all times. Violations or noisy, annoying animals shall be cause for requiring the removal of the animal(s) from the premises.

(e) All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No lot owner shall permit any use of his lot or of the common elements which will increase the rate of insurance upon the condominium property. No



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immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(f) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all lot owners and residents of the condominium upon request.

11. Approval of transfer or lease.

(a) No lot owner may effectively dispose of a lot or any interest therein by transfer or lease, without approval of the Association. If any lot owner shall acquire title by gift, devise, or inheritance, the continuance of occupancy of the lot shall be subject to the approval of the Association. All prospective residents, even relatives and roommates, must go through the screening process before occupancy. Any change of ownership should go through the Board of Governors and a certified copy of the official record of ownership must be provided to the office of the condominium.

(b) A lot owner intending to make a bona fide transfer or lease of his lot or any interest therein shall give the Association notice of such intention, together with the name and business address of the intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective transfer, such notice, at the lot owner's option, may include a demand by him that the Association, furnish a purchaser if the proposed purchaser is not approved, and if such a demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. The Association, upon receiving notice of such intended transfer, shall have the right at any time within thirty (30) days thereafter to purchase the lot in question at eighty per cent (80%) of the current, fair market value of such lot. A lot owner who has obtained his title by gift, devise, or inheritance shall give to the Association notice of the acquiring of his title, together with such personal information as the Association may reasonably require, and certified copy of the instrument evidencing his title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a lot, the Association at its election and without notice may approve or disapprove the transaction or ownership.

(c) Within thirty (30) days after receipt of the notice described in subparagraph (b) of this paragraph, the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be, or exercise its option to purchase the same and pay the owner therefor. If approved and fees paid as prescribed in Section 9(c) above, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser, lessee, or new owner and shall be recorded in the public records of Leon County (except that a lease need not be recorded).

12 Disapproval of transfer or leases. (a) If the Association disapproves a proposed sale and does not elect to repurchase the lot under Section 11(b) and if the notice of sale given by the lot owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the lot owner an offer to purchase by a purchaser approved by the Association who will purchase and to whom the lot owner must sell the lot. At the option of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the lot; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within thirty (30) days after the delivery or mailing of such offer to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(b) If the proposed transaction is a lease, the lot owner shall be advised of the disapproval in writing, and the lease not be made.

(c) If the Association disapproves the acquisition of title by gift, devise, or inheritance, the provisions of subparagraph (a) of this paragraph shall apply (except that the purchase price shall be at fair market value determined by arbitration).

(d) If the Association shall fail to provide a purchaser as required in subparagraphs (a) and (c) of this paragraph, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in paragraph 11(c).

13. Mortgage and acquisition by mortgages. The provisions of paragraphs 11 and 12 shall not apply to a transfer to purchase by a bank, life insurance company, savings and loan association, federal credit union, or state credit union which acquires its title as the result of owning a mortgage upon the lot concerned, and this



shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer sale, or lease by a bank, life insurance company, savings and loan association, federal credit union or state credit union which so acquires its title. The Condominium Association reserves the right to require potential purchasers through foreclosure sales or potential purchasers from a bank, insurance company, savings and loan association or a credit union to comply with the Condominium application procedures for purposes of approval or disapproval, prior to occupancy of properties subject to the sale.

14. Notice of lien or suit. (a) A lot owner shall give notice to the Association of every lien upon his lot, other than for permitted mortgages, taxes, and special assessments within five days after the attaching of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to his lot within five days after the lot owner receives knowledge thereof.

15. Compliance and default. (a) Each lot owner shall be governed by and shall comply with the terms of this Declaration, by the Bylaws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other lot owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act.

(b) A lot owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a lot or its appurtenances. In any proceedings arising because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

(c) The failure of the Association or any lot owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

16. Amendments. This Declaration may be amended in the following manner:

(a) Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by ten percent (10%) of the members of the Association. Governors and members not present in person at the meetings considering the amendment may vote by proxy, providing such proxy is properly witnessed and delivered to the Secretary, Chairman or Vice-Chairman prior to the meeting. Except as elsewhere provided, such approvals must be not less than 2/3 (two-thirds) of the entire membership of the Board of Governors and by not less than (two-thirds) 2/3 of the members of the Association voting thereon, either in person or by proxy.

(c) No amendment shall discriminate against any lot owner or against any lot or class or group of lots.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Leon County, Florida.

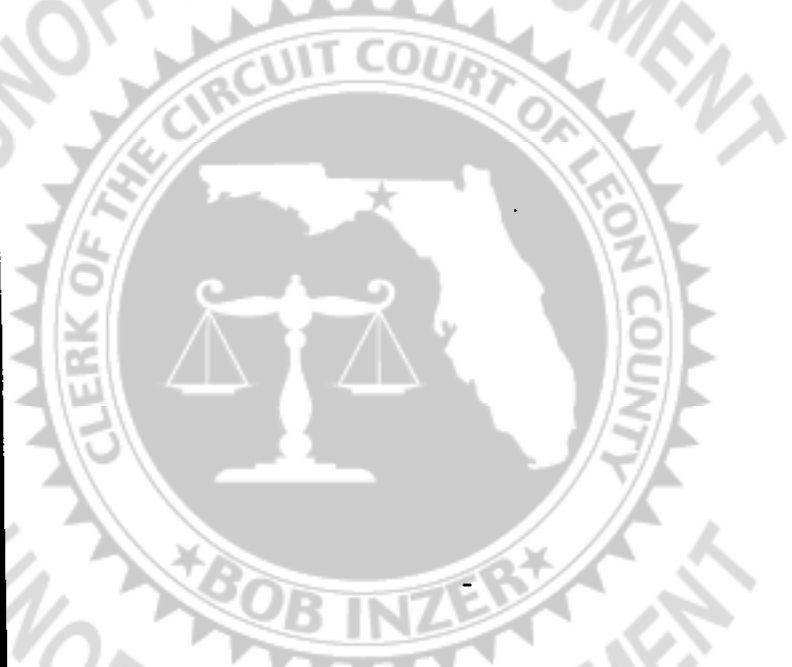
(e) Standing rules and regulations may be amended by the Board of Governors by a two-thirds (2/3) vote of the entire Board.

17. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

(a) The condominium may be terminated at any time by the approval in writing of all the owners of the condominium, and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of liens upon the same 75% of the common elements, are obtained not later than thirty (30) days from the date of such meeting, then the lot owners shall have an option to buy all of the lots of the other owners during the period ending on the sixtieth (60th) day from date of such meeting.

(b) The option described in subparagraph (a) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the lots to be purchased of an offer to purchase, signed by the record owners of lots who will participate in the purchase. Such offer shall indicate which lots will be purchased by each participating owner and shall offer to purchase all of the lots owned by the owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(c) The sale price for each lot shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from delivery or mailing of such offer, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the lot; and a judgment of specific performance of the sale



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upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten (10) days following the determination of the sale price.

(d) The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Leon County, Florida.

(e) After termination of the condominium, the lot owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective undivided shares of the lot owners. Such undivided shares of the lot owners shall be the same as the undivided shares in the common elements appurtenant to the owner's lots prior to the termination.

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of the Declaration and the Bylaws, and regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, this Declaration was revised at a special members' meeting held in Deer Den on October 18, 1982 after proper notice was given to all members (Two points were revised, one on page 7, and one on page 10 of the original Declaration document, at the September 8, 1980 Member's meeting, along with Bylaws revision, and recorded July 9, 1981, #547788 in OR 999, page 1602, and in OR 999, page 1607).

Other revisions contained herein were approved by the Board of Governors on August 9, 1982, and subsequently at the special members' meeting held on October 18, 1982, as amended herein.

Furthermore, a comprehensive revision of this Declaration and the by-laws was approved at a members' annual meeting on September 12, 1994 after proper notice to all members and after prior Board approval. The revisions were recorded September 19, 1994, Book 1763, Page 727.

Further comprehensive revisions of this Declaration, Bylaws and Articles of Incorporation contained herein, were approved at an annual member's meeting on September 13, 1999 after proper notice to all members and after prior Board approval. The revisions were recorded on JANUARY 11, 2000, Book R2333 Page 02075

Rynell King 01/10/00
Rynell King, Board Chairman Date

Kathleen S. Jemison 1/10/2000
Kathleen S. Jemison, Board Secretary Date

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10th day of JANUARY 2000, by the above persons, who are personally known by me.

Herbert L Cox
(Signature of Notary)
Herbert L Cox
(Type or print Name)



Herbert L. Cox
MY COMMISSION # 000642 EXPIRES
December 11, 2005
BONDED THRU TROY FARR INSURANCE, INC.