

Units shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

The Leased Premises are a part of Majestic Oaks Community. All persons occupying property in Majestic Oaks Subdivision are required to observe the Covenants and Restrictions of Majestic Oaks Subdivision. Copies of the Covenants and Restrictions are to be obtained from the Landlord.

In addition, all Owners leasing their Units are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement.

**Section 7.2: Construction Restrictions.** Construction restrictions for Majestic Oaks Subdivision are imposed as follows:

- (a) Each residential structure shall be located upon a Unit.
- (b) The minimum floor area for a Unit shall be one thousand two hundred (1,200) square feet, excluding garages, porches and other non-living areas.
- (c) All utilities whatsoever shall be installed underground.
- (d) All roofs shall have a pitch at a minimum of 5/12.
- (e) All roofs within Majestic Oaks Subdivision shall be of a uniform color, style and material to be approved by the Developer. Architectural grade shingles will not be required. The ARC may reject any exterior elevation based on the roof line or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the Subdivision or does not comply with the uniform color, style or material requirements established by the Developer.
- (f) Exterior materials of any Unit such as roofing, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the Architectural Review Committee as provided in paragraph 7.6 hereof.
- (g) All landscaping on Common Property and the real property comprising a Unit shall meet minimum Indian River County standards and requirements. All vegetation on Common Property or real property comprising a Unit must be fully irrigated and sodded with floratam.

**Section 7.3: Maintenance of Units.**

- (a) As provided in Section 5.3 of these Covenants, it shall be the responsibility of the Owner to maintain the interior and exterior of the dwelling structure in good condition and repair, including painting, roof repair and replacement as may reasonably be required from time to time. Consistent therewith, the Owner shall be responsible for the repair and maintenance of decks, screened-in porches, all concrete surfaces including driveways, yard and other exterior lights, including bulb replacement.
- (b) In the event of damage or destruction by fire or other casualty to the Unit,

the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Unit restored to a sightly condition within sixty (60) days of such damage or destruction.

(c) It shall be the responsibility of the Owner to maintain the irrigation system which services the Unit of the Owner inclusive of well, pump, piping, sprinkler heads and other apparatus constituting the irrigation system and for such purpose, each Owner shall have an easement appurtenant to the Unit to facilitate the repair and maintenance of the irrigation of system by Owner.

**Section 7.4: Miscellaneous Use Restrictions.**

(a) No fences shall be permitted.

(b) All Units are residential in nature and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including storage buildings, are not permitted except those constructed by the Developer or the Association and utilized for the storage of Association property. No Unit may be subdivided without the prior written consent of the Association which consent shall be recorded in the Public Records of Indian River County, Florida, in order to be effective.

(c) Trash, garbage or other waste shall not be kept on a Unit except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Unit at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

(d) No animals, except household pets, shall be kept in a Unit. Residents shall not breed such animals as a hobby or for profit. Pets shall be leashed and kept within the control of the Owner at all times while within the Majestic Oaks Community. No pets shall be permitted in the recreational facilities or pool area. Owners will be required to clean up after any pet that relieves itself in any area other than their own yard.

(e) No commercial activity shall be conducted on any Unit with the exception of the Developer's real estate sales office or agent.

(f) No home business or congregate care facilities shall be conducted within the Development.

(g) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Unit and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Unit; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on real property comprising a Unit. All propane tanks shall be buried underground.

(h) All signs, billboards and advertising structures of any kind are prohibited, except building signs during construction periods that are approved by Developer, and signs to advertise the property for sale during any sales period. No sign may be nailed or attached to trees. For Sale signs



shall not exceed four (4) square feet or be taller than thirty-six (36) inches. The Board of Directors shall otherwise approve all signage in advance of usage.

(i) Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

(j) The parking of vehicles shall be permitted in driveways and garages only. No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use. Recreational vehicles, boats and trailers may be parked only within a garage. If such recreational vehicles, boats or trailers are of a size which cannot be accommodated in a garage, such vehicles shall be parked and stored outside of the Majestic Oaks Community. No commercial vehicles shall be permitted including vehicles showing company logos or other exterior signage. Pickup trucks and vans are permissible.

(k) All garages shall be utilized solely for housing motor vehicles and shall not be converted into a residential portion of the Unit.

(l) No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any real property comprising a Unit, except in an enclosed area with the doors thereto closed at all times.

(m) No antennae of any kind shall be permitted upon any Unit except as may be approved by the Architectural Review Committee. No roof mounted antennae is permitted. Satellite dishes less than or equal to 18" in diameter are permitted if wall mounted on the rear wall of the building structure.

(n) Clotheslines will not be permitted to be visible outside of the Unit. Nothing herein contained shall be construed to conflict with Section 163.04, Florida Statutes.

(o) No basketball backboards or goals shall be permitted other than in the recreational common area provided for such activity.

(p) No solar panels shall be permitted on the front portion of a roof facing the street. Solar panels may be erected on platforms constructed on the rear roof area or the rear portion of any side roof so as not to be visible from the street.

(q) No garage shall house more than two (2) vehicles. Garage doors shall not exceed seven feet six inches (7' 6") in height and all garage doors shall be of uniform height. The sum of the width of all garage doors shall not exceed eighteen feet (18'). Each garage shall be equipped with a garage door opener.

(r) No window mounted air conditioners are permitted.

(s) All mailboxes shall be uniform and be approved by the Architectural Review Committee.

(t) No supplemental plantings shall be placed upon any Unit or the Common Property except as may be approved by the Architectural Review Committee, and in such event, the

maintenance and replacement of all such supplemental plantings shall be the full responsibility of the Unit Owner.

**Section 7.5: Plan Review.** The Architectural Review Committee shall review all constructions plans prior to the commencement of any construction on any real property comprising a Unit. The Architectural Review Committee shall review any such plans to determine whether they are in compliance with the Covenants contained herein, as well as any other restriction or covenant applying to such Unit. The fee for processing the Plan shall be One Hundred Dollars (\$100.00) and will be paid when the plan is submitted to the Architectural Review Committee.

**Section 7.6: Duties of the Architectural Review Committee.** The Architectural Review Committee shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the Architectural Review Committee for approval shall include all plans necessary for construction and shall meet the following standards:

Plans: All plans must be drawn in a professional manner, fully dimensioned, and shall include the following as a minimum:

(a) Plot Plan: An accurately drawn and dimensioned plot plan in 1" = 10' scale showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.

(b) Floor Plan(s): Drawn to scale of 1/4" per foot.

(c) Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.

(d) Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval; actual samples may be required by the Architectural Review Committee.

(e) Landscaping plans in 1" = 20' scale indicating existing trees, trees to be removed and proposed new material. Including tree and plant list (type and size) for existing and proposed trees.

The Architectural Review Committee shall have the right to approve or disapprove any structure, wall, screened enclosure, grating, floor, elevation and drainage plan, drain, mail box, solar energy device, antenna, satellite dish, decorative building, landscape plan, landscape device or other improvement change or modification and to approve or disapprove an exterior additions, changes, modifications or alterations to a residence. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is the Developer's intent to protect the community for nuisances and maintain the aesthetic quality with substantial uniformity of the residences. The Association may adopt additional standards and criteria to effect the purposes of this Section.

**Section 7.7: Architectural Review Committee Membership.** The Architectural Review Committee shall be comprised of five (5) members all of whom shall be appointed by and serve at the pleasure of the Board of Directors. A vote of three (3) is necessary to carry any decision of the Architectural Review Committee. The Alternate members shall fill any vacancies that might occur.



**Majestic Oaks Community Association, Inc**  
**Vero Beach, FL 32968**

**Rules and Regulations pertaining to Parking in the Majestic Oaks  
Community.**

Per the documents Section 7.4 (j) States in part

“The parking of vehicles shall be permitted in **driveways and garages only**.  
No vehicles shall be parked on any lawn, yard, travel area of streets or other  
area not intended for vehicular use.”

**Additionally, Rules and Regulations state**

1.a No vehicle may be parked on any sidewalk within Majestic Oaks  
Community. The sidewalk is further defined and identified as the area or  
section of the cement driveway that serves as an extension of the sidewalk  
through the “driveway”.

**Majestic Oaks Community Association, Inc.**  
Vero Beach, FL 32968

**EXHIBIT B TO THE DECLARATIONS OF COVENANTS AND RESTRICTIONS**

**RULES AND REGULATIONS  
GOVERNING THE USE OF THE COMMON AREAS OF  
MAJESTIC OAKS COMMUNITY ASSOCIATION, INC.**

**Article V RIGHTS AND DUTIES OF THE COMMUNITY ASSOCIATION**

**Section 5.2. Common Property Rights** The association shall have the right:

- (a) to adopt reasonable rules and regulations pertaining to the use of the Common Property, the preservation of such property, and the safety and convenience of the other users of the Common Property.
- (c) to assess fines for violation of these Covenants as provided in Section 5.1 hereof which amounts shall be added to the next installment of annual Assessment to which the unit is subject and enforceable as provided in article III of these Covenants.

The following rules and regulations have been adopted by the Majestic Oaks Community Association, Inc. Board of Directors and are in addition to the rules and regulations as set forth in the governing documents.

[ MOCA R08 ] Board Rule #08 regarding the use of the common property area adjacent to the community swimming pool further identified as designated motor vehicle parking spaces.

Vehicle parking spaces during daylight hours are reserved for and limited to Members, Guests and lessees using the pool, playground equipment and basketball court.

Vehicle parking spaces may be used as overflow parking from individual lots during dark hours dusk to dawn

No Parking on the basketball court.

No parking on the grass.

Handy cap parking by permit only.

Failure to comply with these rules will result in vehicles being towed at the owners expense.

Approved by Board of Directors July 16, 2012

2230183  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK 2597 PG 1492 Page 1 of 2  
08/09/2012 at 12:42 PM

JEFFREY R SMITH, CLERK OF COURT

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
MAJESTIC OAKS COMMUNITY ASSOCIATION**

The undersigned, being the President and Secretary of MAJESTIC OAKS COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, hereby certify that at a Special Members Meeting of the Association duly held on the 22nd day of June 2009, in accordance with the requirements of Florida law, the Declaration of Covenants and Restrictions for MAJESTIC OAKS COMMUNITY ASSOCIATION, INC., which was recorded in Official Records Book 1556, beginning at Page 789, of the Public Records of Indian River County, Florida, and the Bylaws of MAJESTIC OAKS COMMUNITY ASSOCIATION, Inc. the owners of not less than two-thirds (2/3) of the units in MAJESTIC OAKS COMMUNITY ASSOCIATION voted to amend the

Declaration of Covenants and Restrictions as follows:

Section 7.1 shall be added to Article VII. of the Covenants and Restrictions and shall read as follows:

2016677  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2367 PG:159, Page 1 of 3  
09/08/2009 at 04:04 PM  
JEFFREY K BARTON, CLERK OF COURT

**7.1 LEASE REQUIREMENTS**

A lot owner intending to make a bona fide lease of his/her lot or any interest in it shall give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as said Board may reasonably require, including but not limited to a criminal and credit background check and third party references, a transfer fee in an amount to be determined by said Board, and an executed copy of the proposed lease. Within thirty (30) days after receipt of such notice and information, such lessee shall be subject to an interview prior to approval and the Board of Directors of the Association must either approve or

COPY



disapprove the proposed transaction. No approvals shall be given should there be any pending assessments due with respect to the lot. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association. If the Board of Directors of the Association shall disapprove a lease, the lot owner shall be advised of the disapproval in writing, and the lease shall not be made. After approval by the Board of Directors of the Association, entire lots may be rented, provided the occupancy is only by the lessee, members of the lessee's family and the lessee's social guests. No rooms may be rented and no transient families may be accommodated. All leases must be for a minimum term of at least one year. No lot may be leased more than twice during any calendar year. No lot may be leased unless a house has been constructed upon the lot.

IN WITNESS WHEREOF, the undersigned President and Secretary of MAJESTIC OAKS COMMUNITY ASSOCIATION, INC. have executed this Certificate of Amendment to the Covenants and Restrictions of MAJESTIC OAKS COMMUNITY ASSOCIATION, INC. this 22nd day of June, 2009.

MAJESTIC OAKS COMMUNITY ASSOCIATION, INC.,  
a Florida non-profit corporation

BY: Michael Patrick  
President

ATTEST: Debra A. Smith  
Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

