

This instrument prepared by:  
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Nicholas Thomas, Clerk Circuit Court, Gadsden Co

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

THIS DECLARATION, made on the date hereinafter set forth by **GHAZVINI PROPERTIES, LLC**, hereinafter referred to as "Declarant",

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in Leon County, State of Florida, which is more particularly described as:

**See Exhibit "A" attached hereto and by reference made a part hereof;**

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

**ARTICLE I  
Definitions**

**Section 1.** "Association" shall mean and refer to **CASCADE FALLS HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties,

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

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

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

**Section 5.** "Declarant" shall mean and refer to by **GHAZVINI PROPERTIES, LLC**, its successors and assigns.

## ARTICLE II Property Rights

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

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

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to

such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

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

### ARTICLE III Membership and Voting Rights

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

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

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

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

(1) When the total votes outstanding in the Class A membership exceed the

total votes outstanding in the Class B membership;

(2) January 1, 2007.

**Section 3.** Every owner of a lot, at all times, shall be allowed to elect the Association's Board of Directors. The first vote for election of the directors shall be held before more than fifty percent (50%) of the lots have been sold by the Declarant or deeded away by the Declarant.

#### **ARTICLE IV Assessments**

**Section 1. Type of Assessments.** In addition to the obligations of Owners set forth elsewhere in this Declaration, there are several types of Assessments for which Owners are liable, as follows:

- (a) Assessments for all Operating Costs.
- (b) The Association may levy additional Assessments for any purpose, including without limitation, expenditures for capital improvements for or on Common area or for reconstructing or replacing such improvements. Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Assessment is approved.

**Section 2. Designation.** The designation of Assessment type shall be made by the Association and shall be binding upon all Owners. Such designation may be made on the budgets prepared by the Association.

**Section 3. Allocation of Operating Costs.**

- (a) For the period until the adoption of the first annual budget, the allocation of

Operating Costs shall be as set forth in the initial Budget prepaid by the Association.

(b) Commencing on the first day of the period covered by an annual budget, and until the adoption of the next annual budget, the Operating Costs shall be allocated so that each Owner shall pay its pro-rata portion based upon a fraction, the numerator of which is one (1) and the denominator is the number of Lots in the subdivision..

(c) In the event the Operating Costs estimate for the year is, after the actual Operating Costs for that period is known, more or less than the actual costs, then the difference shall, at the election of the Association: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately refunded to, or collected from, the Owners.

The Association shall have the unequivocal right to collect retroactively any cost which Assessment shall relate back to the date that the Assessment could have been made.

**Section 4. General Assessments Allocation.** Except as herein specified to the contrary, Assessments shall be allocated equally to each Owner.

**Section 5. Special Assessment Allocation.** Except as herein specified to the contrary, Special Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

**Section 6. Commencement of First Assessment.** Assessments shall commence, as to each Owner, on the day of the conveyance of title to an Owner. The Assessments in effect at that time shall be adjusted according to the number of months

remaining in the Assessment period after such date. Declarant owned lots shall commence assessments when more than fifty percent (50%) of the lots have been sold or deeded away by Declarant. For that portion of the assessment representing the contribution to the reserve account, Declarant shall not commence paying that portion of the assessment until more than seventy-five percent (75%) of the lots have been sold or deeded away by Delcarant.

**Section 7. Initial Budgets.** The initial budget prepared by Declarant is adopted as the Association budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by the Association.

**Section 8. Establishment of Assessments.** Assessments shall be established in accordance with the following procedures:

(a) Assessments shall be established by the adoption of a projected annual operating budget. Written notice of the amount of, and date of commencement thereof, shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Assessments shall be payable monthly or at such other less frequent times as determined by the Association.

(b) Special Assessments against the Owners and all other fees, dues and charges, may be established by the Association, and shall be payable at such time or time(s) as the Association may determine.

(c) The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including a management firm, the power and authority to establish specific fees, dues or charges to be paid by

Owners for any special services provided to, or for the benefit of an Owner or Homesite, for any special or personal use of the Common Area, or to reimburse the Association for the expenses incurred in connection with that service or use. The sums so established shall be payable by the owner utilizing the service or facility as determined by the association or management firm, if any.

(d) The budget may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area.

(e) The Association may establish a working capital fund for the operation of the Association. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payments of regular Assessments.

(f) The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner or Lender. Upon demand, there shall be furnished to an owner a certificate in writing setting forth whether the assessments owned by that Owner have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge or error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated.

**Section 9. Payment of Assessments.** Each Owner, by acceptance of title to a Lot, shall be deemed to have covenanted and agreed to pay the following dues, fees, charges and Assessments:

- (a) General Assessments;
- (b) Assessments for capital improvements, emergencies, and/or non-recurring expenses.
- (c) Assessments of any kind for the creation of reasonable reserves or working capital;
- (d) Special Assessments and charges for special services; and
- (e) Assessments and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot which is superior to the lien for Assessments created by this Declaration.

**Section 10. Creation of the Lien and Personal Obligation.** Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Lot, name of the Owner, and the amounts

due as of that date. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, charge, fee, together with interest, late fees, costs and reasonable attorneys, fees, etc. shall be the personal obligation of the person who was the Owner of the Lots at the time when the Assessment became due, as well as that persons heirs, devisees, personal representatives, successors or assigns.

**Section 11. Subordination of the Lien to Mortgages.** The lien for Assessments shall be subordinate to bona fide first mortgages on any Lot, if the mortgage is recorded in the public records prior to the Claim of Lien and to the lien of the Declarant set forth in this Declaration. The lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Declarant, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all owners (including such acquirer of title) as a part of the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment there, or the enforcement of collection by means other than foreclosure.

**Section 12. Acceleration.** In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments against that Owner for up to the next ensuing twelve (12) month period.

**Section 13. Non-payment of Assessments.** If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest in an amount equal to 18% (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The association may, at any time thereafter, bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Area, or abandonment of a Lot.

**Section 14. Collection by Declarant.** If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' and paralegals', fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes.

**Section 15. Rights to Pay Assessments and Receive Reimbursement.** The Association, Declarant and any mortgagee of a Lot shall have the right, but not the

obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due. Further, Declarant shall have the right, but not the obligation, at its sole option, to loan funds to the Association and pay items of Operating Costs on behalf of the Association. The entity advancing such sums shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate determined as of the date such payment was due from Owner, plus 2% plus any costs of collection including, but not limited to, reasonable attorneys, (and paralegals') fees at all levels including appeals, collections and bankruptcy.

**ARTICLE V**  
**Land Use and Building Type**

No lot shall be used except for residential purposes. All builders must be approved by the entity discussed in Article XIII below. Moreover, all structures, improvements, and materials utilized therein must conform with the design scheme and aesthetic scheme contemplated by Declarant. These schemes are contained in plans possessed by Declarant and available for review upon request. Vinyl siding is prohibited. Notwithstanding the above, however, vinyl siding will be allowed on the soffit as approved by the Architectural Control Committee.

**ARTICLE VI**  
**Dwelling Size**

No dwelling shall be permitted on any lot unless it is at least 1350 square feet.

**ARTICLE VII  
Building Location**

No building shall be located on any Lot not less than 20 feet from the front lot line, 5 feet from the side lot line(s), 25 feet from the rear lot line, or 20 feet from a side corner lot line.

**ARTICLE VIII  
Nuisances**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

**ARTICLE IX  
Signs**

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

**ARTICLE X  
Livestock and Poultry**

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

**ARTICLE XI  
Recreational Vehicles and Activities**

No boat, trailer, motorcycle, motor home, camper, plane, recreational vehicle nor commercial van or truck may be parked nor stored on any street nor any Lot except within

an enclosed garage. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt condition, shall not be pursued nor undertaken except within an enclosed garage.

**ARTICLE XII**  
**Mail Boxes**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee.

**ARTICLE XIII**  
**Architectural Control**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to materials, external design, internal design, and location by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

**ARTICLE XIV**  
**Maintenance of Common Areas**

The Association shall be responsible for all maintenance and repair of all common areas as identified on the Plat, including but not limited to landscaping.

**ARTICLE XV**  
**General Provisions**

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

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

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (70%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

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

**Section 5. FHAVA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration

and the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

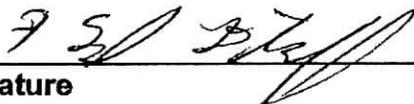
**Section 6. Attorney's Fees.** The prevailing party in any litigation, including appeals, to require the association to perform its obligations in regard to annual assessments and the maintenance or repair of streets and other common facilities shall be entitled to recover attorney's fees and costs. In addition, the prevailing party in any litigation, including appeals, to require the Declarant to incorporate the association or to perform any other action or obligation imposed on the developer pursuant to these restrictive covenants shall be entitled to recover attorney's fees and costs.

**Section 7. Common Area Ownership.** The Declarant shall deed the private streets or roads, drainage facilities, and other common area improvements to the Association before more than seventy percent (70%) of the lots have been sold or deeded away by the Declarant.

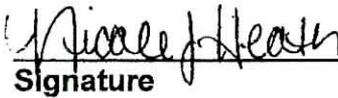
**Section 8. Amendments Prohibited.** No amendments shall be allowed to those portions of these restrictive covenants that contain provisions required under Section 10-1560, 1(a) – 1(m), Leon County Code of Laws, without the written consent and joinder of Leon County, which consent and joinder may be given by the county attorney provided the minimum requirements of this section have been fully complied with.

DATED this 3<sup>rd</sup> day of November, 2005.

Signed, sealed and delivered in the presence of:

  
Signature

F. S. B. Hoff  
Printed Name

  
Signature

Nicole J Heath  
Printed Name

GHAZVINI PROPERTIES, LLC

BY:   
MEHRDAD GHAZVINI  
Managing Member

STATE OF FLORIDA  
COUNTY OF LEON

MEHRDAD GHAZVINI, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:

Mehrdad GHAZVINI and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 7<sup>th</sup> day of November, 2005.



F. Michael Dimitroff  
Commission # DD472703  
Expires October 22, 2009  
Shoreline Troy Pen - Insurance, Inc. 800-385-7019

F. Michael Dimitroff  
NOTARY PUBLIC

EXHIBIT A

COMMENTENCE at the southeast corner of that property recorded in Deed Book 90, Page 552 of the said Public Records, said point being located 3203.7 feet East of and 1320 feet North of the southwest corner of Section 26, Township 3 North, Range 2 West, and run South 89 degrees 46 minutes 06 seconds West along the southerly boundary of said property and also the southerly boundary of that property recorded in Official Records Book 96, Page 512 of said Public Records, a distance of 550.05 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 00 degrees 26 minutes 52 seconds West a distance of 653.02 feet to an iron rod (#3293), thence run South 89 degrees 39 minutes 08 seconds West a distance of 1210.18 feet to an iron pipe (1/2"), thence run North 00 degrees 19 minutes 57 seconds West a distance of 49.77 feet to an iron rod (#3293), thence run South 89 degrees 35 minutes 20 seconds West a distance of 29.94 feet, thence run North 00 degrees 11 minutes 42 seconds East a distance of 29.39 feet, thence run South 89 degrees 36 minutes 25 seconds West a distance of 69.97 feet to the Easterly right of way boundary of Fifth Street Northeast, thence run North 00 degrees 20 minutes 35 seconds West along said Easterly boundary a distance of 528.15 feet to the Southerly right of way boundary of County Road No. 12, thence run Easterly along said Southerly boundary as follows: North 66 degrees 08 minutes 26 seconds East a distance of 524.04 feet to an iron rod (#3293) on a curve concave to the south, thence run easterly along said curve having a radius of 1316.30 feet, through a central angle of 09 degrees 49 minutes 31 seconds for an arc distance of 225.72 feet (chord of said arc bears North 71 degrees 02 minutes 51 seconds East for a distance of 225.45 feet), thence run North 75 degrees 57 minutes 54 seconds East a distance of 470.98 feet to an iron rod (#3293), thence continue North 75 degrees 57 minutes 54 seconds East along said line, a distance of 34.80 feet, thence run North 74 degrees 14 minutes 31 seconds East a distance of 125.50 feet to a point on a curve concave to the southeast, thence leaving said Southerly right of way boundary run southwesterly along said curve, having a radius of 30.00 feet, through a central angle of 94 degrees 05 minutes 26 seconds for an arc distance of 49.27 feet (chord of said arc bears South 27 degrees 11 minutes 48 seconds West for a distance of 43.91 feet) to a point of compound curve to the left having a radius of 136.00 feet and a central angle of 26 degrees 00 minutes 52 seconds, thence southeasterly along the arc, a distance of 61.75 feet, thence run South 45 degrees 51 minutes 48 seconds East a distance of 5.19 feet, thence run South 00 degrees 26 minutes 52 seconds West a distance of 82.98 feet, thence run South 44 degrees 05 minutes 10 seconds West a distance of 177.56 feet, thence run South 45 degrees 51 minutes 48 seconds East a distance of 120.23 feet, thence run North 89 degrees 46 minutes 06 seconds East a distance of 35.60 feet to the POINT OF BEGINNING, containing 25.29 acres, more or less.