

MICCOSUKEE LAND COOPERATIVE  
COVENANTS AND RESTRICTIONS

*Showing proposed amendments as underlined (additions) or struck through (deletions)*

ARTICLE I - DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration of Covenants and Restrictions or any supplemental declaration of covenants and restrictions have the following meanings:

- (a) "Land" means all such existing property and additions thereto as are subject to this Declaration or any supplemental declaration according to the description and provisions of Article II.
- (b) "Common land" means those areas of land, whether or not shown on any recorded subdivision plat filed by the Cooperative, intended to be devoted to the common use and enjoyment of the members.
- (c) "Dwelling" means the building or structure in which one family unit resides, whether or not said family unit is comprised of persons related by consanguinity.
- (d) "MLI" means the Miccosukee Land, Inc.
- (d) (e) "Cooperative" means the Miccosukee Land Cooperative, Inc. The meaning of "cooperative" in this Declaration shall not be construed to match the legal definition of "cooperative" under Florida law.
- (e) (f) "Owner" means any sole or part owner of record of land in the Miccosukee Land Cooperative.
- (f) (g) "Purchasing unit" means the owner or majority of the part owners of any parcel of land in the Cooperative.
- (g) (h) "Member" means a person who is an owner of record of land in the Cooperative.
- (h) (i) "Resident" means a person who has continuously resided in the Cooperative for 60 days.

ARTICLE III - TRANSFER OF PROPERTY

Section 1. Intent. As the foundational vision and intention of the cooperative is to foster and sustain community, commitment, and stewardship, it is expected that all members will respect this vision and participate in the life of the community. Thus, the purchase of property for purposes other than a sincere desire to be a member of the community is strongly discouraged, and members selling their properties are encouraged to seek buyers who will contribute to the life of the community.

~~Section 2 4. Right of first refusal granted to the Cooperative. All property land described in Article II, and any additions thereto, are subject to the right of first refusal granted to the Cooperative so that the Cooperative shall have the exclusive right to buy any such property land offered for sale by any owner of such property land. No property land, as described herein, may be sold, leased for periods in excess of 5 years, or otherwise transferred or encumbered unless the Cooperative is given written notice at least 90 days prior to any such transfer or encumbrance. Within 90 days after receipt of notice, the Cooperative shall have the right to contract for the purchase, lease or encumbrance of such property land, or to assign this right to any member.~~

~~Section 2. Sale of land and improvements. In the event the Cooperative chooses to purchase such land, the sale price shall include a sale price for the land added to a sale price for any improvements thereon.~~

~~Section 3. Maximum sale price. The maximum sale price of the land shall be the greater of a) the sum of the seller's original purchase price plus the real market value of improvements at the time said improvements were effected, plus six percent annual interest on said sum or b) the sum of the seller's original purchase price plus the real market value of improvements at the time said improvements were effected, plus an increment proportionate to the annual rate of inflation as expressed in the consumer price index established by the authorized agency of the United States government. In both a) and b) above, the increments in value for interest or inflation shall be computed from the dates of purchase of the land and of improvements respectively.~~

~~Section 4. Resolution of disputes. In the event of a dispute as to the values specified under Section 3 above, the parties to the dispute shall determine said values by employing the services of a registered real estate appraiser agreed upon by the parties or chosen at random from a list of appraisers, which list shall be provided by the Tallahassee Board of Realtors.~~

~~Section 5. Definition, clarification. The term "seller" as used in this article shall refer to the owner who currently owns the land which is the subject of the sale. It is not the intent of these provisions to restrict the seller's purchase to the original purchase price of the land in question.~~

~~Section 3 6. Exceptions to the right of first refusal. The exclusive right of first refusal granted to the Cooperative shall not apply when property is transferred to an immediate family member, or as a gift or inheritance. Additionally, it shall not apply when property is transferred to a joint owner, in the event of a transfer of land to an immediate family member, or a transfer by gift, inheritance, or transfer of a joint or part interest therein. provided that the original owner remains on the deed for a period of more than one year from the time of the addition of the joint owner. However, substituting a new person as a joint owner shall be considered a transfer which gives rise to the right of first refusal described above. "Substituting" means adding a joint or part owner and then deleting the original owner within a one year period.~~

~~Section 4 7. Public sale; right of first refusal renewed.~~ In the event that the Cooperative chooses not to exercise its rights under this Article, the seller of such property land shall have the right to offer the property land for sale to the public on an unrestricted basis, ~~for a period of 6 months from the end of the 90 day period described in Section 1. On the termination of 6 months, the rights of the Cooperative shall be renewed for an additional 90 day period as provided in Section 1, and thereafter every 6 months on the same basis until such land is sold.~~ Should the seller reduce the price of said property by a significant amount, as defined in the Cooperative's Land Transfer Policy, the seller shall notify the Cooperative so that the Cooperative may reconsider its interest in the property.

Section 5 8. Rights of mortgagees, etc. The right of any mortgagee, lienholder, judgment lienholder, or holder of any other security interest in any property land described herein, or additional thereto, to foreclose upon such lien or security interests shall not be limited by the right of first refusal granted to the Cooperative, except that the Cooperative shall have the right to satisfy any said mortgage, lien or other security interests and the Cooperative must receive notice of intent to foreclose prior to any legal action brought by said persons.

#### ARTICLE IV - RESTRICTIONS ON RENTING

Section 1. General prohibition. No land shall be sold nor buildings constructed for rental purposes. Exceptions for projects supported by the Cooperative, such as for senior co-housing, may be made with the approval of a majority of the members eligible to vote.

Section 2. Approval of Governing Board. No renting of any land or structure shall be allowed unless the prior written consent of the Governing Board is obtained. All rentals shall be reviewed by the Governing Board at least annually. The Governing Board shall adopt a Rental Policy. The Rental Policy shall include, but not be limited to:

- a. Definitions of types of rentals eligible for approval, including rentals during the temporary good faith absence of the owner
- b. Criteria for approval of each type of rental, including but not limited to:
  - Minimum duration of rental
  - Consistency with density requirements, and
  - As applicable, demonstration of absent owner's intent to return.
- c. Description of the approval process for each type of rental, including initial requests and status notifications
- d. Fees for each type of approved rental
- e. Enforcement procedures.

~~Approval of the Governing Board shall not be granted in the event that the Governing Board determines that the purpose of the rental is to secure financial profit from the rental. However, the Governing Board shall approve the rental of a home during the temporary good faith absence of the owner. All rentals must be approved by the Governing Board on an annual basis.~~

Section 3. Tenants subject to rules of the Cooperative. In the event that a rental contract is approved, the owner or joint owners are responsible for compliance all conduct of the tenants with all rules and restrictions of the Cooperative, and all All tenants shall be subject to all rules and restrictions of the Cooperative. A Notice of applicable these provisions shall be created as an addendum to the Rental Policy and included in all leases or rental contracts with tenants.

## ARTICLE V – LAND STEWARDSHIP PROTECTION OF TREES

Section 1. Intent. The Cooperative strives to be an environmentally conscious community. It owns 81.42 acres of common land set aside as a permanent Nature Preserve and another 18.71 acres of common land not contained within the Nature Preserve, set aside for use by the community. All member-owned land is subject to some regulations, which attempt to strike a balance between property rights and community benefit. Trees are essential to our community life and part of our basic identity. All owners are encouraged to use fire-wise practices around structures, set aside and manage areas for native trees, shrubs, and wildflowers, and monitor and remove invasive plants. All land is subject to the restrictions as outlined in this Article.

### Section 2 1. Types of Land Designation.

(a) Common Land designated as Multi-Use. Common land owned by the Cooperative that is not within the Nature Preserve is to be used in ways that benefit the community. The Governing Board has the authority to set policy and make broad land management decisions regarding the use of the land. (Parcel numbers: 120210 B0010, 120210 B0021, 120210 B0200, 123100000080, 153310000001, 1533100000220, 120310 0001)

(b) Common Land designated as Nature Preserve. This is common land that has been set aside to protect the sensitive wetlands it contains. All development is prohibited within the Nature Preserve, which shall be maintained in its natural state. The Governing Board has the authority to make land management decisions and establish land management policies within the Nature Preserve, such as authorizing the removal of invasive species, prohibiting dredging and filling, and protecting threatened or endangered species. (Parcel numbers 1203100000170, 1230100000017, 120210 A0090, 120210 0001, 1203100000014, 12310 0001, and 120210 10110)

(c) Natural Preserve Areas. All private member-owned land in the Miccosukee Land Cooperative is designated as Natural Preserve Areas. The MLI shall establish certain natural preserve areas as shown on the master plan established by the MLI in which all clearing, cutting of trees and other alterations of the natural vegetation shall be limited as described herein.

### Section 3 2. Protecting Land, Soil, and Water

(a) Clearing. No more than 20% of the contiguous area or part thereof of each acre in a natural preserve area shall be cleared or cut except in the case of clearing necessary to create a fire break in accordance with US Forest Service and Florida Forest Service guidelines, necessary to protect a permanent structure or to install or replace a septic system, or as

allowed under Board Policy. Board policy shall also create exceptions in the case of clearing necessary for a food garden or for production of solar energy, as long as the area impacted is below a threshold set in policy, and Board policy may create exceptions for other purposes. In such areas where exceptions are not applicable, 80% of all land area in each acre must be left in a natural state except for brambles, poisonous plants, dense vines, and use-inhibiting vegetation, as defined by the Governing Board of the Cooperative and applied by the tree protectors on a case-by-case basis. In the event that a purchasing unit owns more than one acre, only 5% of each additional acre may be cleared as described above, in addition to 20% of the initial acre, except for minimal roadways where clearly necessary to provide access. No land subject to an easement for the use of the members of the Cooperative shall be subject to the restrictions of the natural preserve area. ~~Minor violations of these sections may be waived by the tree protectors and the Governing Board by joint agreement. Notice of intent to clear shall be given in a manner convenient to all members if such clearing will result in plants or trees that could be moved and utilized by other owners.~~

(b) Stormwater Impact to Common Land; Water Quality. The Governing Board has the responsibility to establish policies regarding the impact of storm water to common land, roads, and infrastructure, and to establish policies regarding herbicide, pesticide, and fertilizer use throughout the Cooperative.

(c) Protected Species. The Governing Board shall maintain a list in policy of species of trees, shrubs and herbaceous plants that are recommended for members to retain or cultivate either because of the wildlife food value or because they represent native plant communities.

(d) Invasive Species. The Governing Board shall maintain a list in policy of species of trees, shrubs, and herbaceous plants that are prohibited from cultivation anywhere within the Cooperative due to their invasive nature.

Section 4 3. Tree Protection. All trees shall ~~Trees outside the natural preserve area~~ shall also be protected as set forth herein. No tree over 40 centimeters (approximately 12 inches) in diameter may be removed from any land which is subject to these Covenants and Restrictions without the prior authorization of one of the ~~three~~ individuals designated as tree protectors by the Cooperative, except in the case of removal necessary to create a fire break in accordance with US Forest Service and Florida Forest Service guidelines, necessary to protect a permanent structure or to install or replace a septic system, or as allowed under Board Policy. Board policy shall also create exceptions in the case of tree removal necessary for a food garden or for production of solar energy, as long as the area impacted is below a threshold set in policy, and Board policy may create exceptions for other purposes. In the event of a denial of authorization by one tree protector, authorization may be obtained from two ~~the other two~~ tree protectors. In the event such authorization cannot be obtained, an appeal may be taken to the members of the Cooperative and a variance or exception may be granted by an affirmative vote of the members eligible to vote, a 2/3 vote of the members of the Cooperative if such variance or exception is based on the standards as set forth in Leon County Ordinance No. 73-21.

(a) Section 4. Tree removal. Removal of a tree means any act which causes a tree to die within a period of two years, including but not limited to damage inflicted upon the root system by machinery, storage of materials, and soil compaction, herbicide, changing the natural grade above the root system or around the trunk, damage inflicted on the tree permitting infection or pest infestation; excessive pruning; paving with concrete, asphalt, or other impervious material within such proximity as to be harmful to the tree.

(b) Written approval for tree removal. Section 5. Permits for removal; criteria. The Governing Board shall create policies for written approval of tree removal in accordance with the provisions of Article V. Application permits for removal or relocation of individual trees or groups of trees growing on privately owned land shall be obtained in the following manner:

~~(a) Application permits for removal or relocation of individual trees or groups of trees covered herein shall be obtained by making application for authority to one of the three tree protectors. The application shall be accompanied by a written statement indicating the reasons for removal or relocation of trees and a general description of the trees to be relocated or removed.~~

~~(b) On-site inspection. Prior to the issuance of a permit for tree removal or relocation, a tree protector shall conduct an on-site inspection to determine whether or not such removal conforms to the requirements of these restrictions.~~

~~(c) Criteria for removal or relocation:~~

~~1. The tree protector shall approve the permit if one or more of the following conditions is present.~~

- ~~a) Necessity to remove trees which pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption of community services;~~
- ~~b) Necessity to remove trees which pose a safety hazard to buildings;~~
- ~~c) Necessity to remove diseased trees or trees weakened by age, storm, fire, or other injury;~~
- ~~d) Necessity to observe good forestry practices, i.e., the number of healthy trees that a given parcel of land will support;~~
- ~~e) Necessity to remove trees in order to construct proposed improvements as a result of:
  - ~~1) Need for access around the proposed structure for construction equipment.~~
  - ~~2) Need for access to the building site for construction equipment.~~
  - ~~3) Essential grade changes.~~
  - ~~4) Surface water drainage and utility installations.~~
  - ~~5) Location of the proposed structure so as to avoid unreasonable economic hardship.~~~~

Section 5.6. Enforcement. The provisions of Article V These sections relating to protection of trees shall be enforced on privately owned land by the Governing Board with input from the tree protectors and on common land and within all easements on private land by the Miccosukee Land, Inc., and the Governing Board of the Cooperative. Notice of intent to clear shall be given in a manner convenient to all members if such clearing will result in plants or trees that could be moved and utilized by other owners. Minor violations of these sections may be waived by joint agreement of the MLI and the Governing Board, which is are the exclusive judge of the nature of all violations.

Section 6.7. **Fines** Penalties. Violations of these provisions are subject to fines liquidated damages of up to \$100.00 for each one inch 4 centimeters of diameter (approximately one inch) of all trees removed and up to twenty cents per square foot of prohibited clearing. All fines shall be finally determined by the Governing Board of the Cooperative and these fines may be revalued every five years to reflect any upward change in the consumer price index.

## ARTICLE VII - ARCHITECTURAL CONTROL

Section 1. Residences. The Governing Board of the Cooperative may shall assist households in planning the location and design of residences on the land in order to promote the following:

- (a) The harmonious integration of buildings with the natural environment,
- (b) The creation of energy efficient homes, and
- (c) Compliance with safe construction techniques and sanitary waste disposal practices.

Section 2. Mobile homes. No mobile homes, ~~or modular homes which may be used as mobile homes or permanently attached to the land~~, as defined and identified by the Governing Board, shall be allowed on any residential lot ~~after September 1, 1978~~. However, the Governing Board may allow variances from this restriction based on economic necessity for periods not to exceed one year at a time. Modular homes, as defined in policies of the Governing Board, may be constructed on residential property. The governing board may establish policies to govern the use of Tiny Houses as residential dwellings or commercial buildings on the land.

Section 3. Camping. Nothing in these restrictions shall prohibit members from camping on their land or from utilizing a camping vehicle or abode for such purpose for a period of one year. After one year of continuous use of the camping facility as a residence, no camping will be allowed unless approval is obtained from the Governing Board.

Section 4. Excavations. No excavations of any type, except for the purpose of infrastructure necessary to residential sites, shall be made without the prior approval of the Governing Board.

## ARTICLE VIII - PROHIBITED ACTIVITIES

Section 1. General provisions. No noxious or offensive activity shall be carried on upon any part of the land. Nothing shall be done on the land which may be or become an annoyance or a nuisance to the neighborhood. The provisions of this Article shall not be construed to prohibit agricultural farming activity. The Governing Board of the Cooperative shall establish policies to regulate the keeping of farm animals on the land.

Section 2. Animals. No dangerous or destructive animals shall be allowed on the land. The Governing Board of the Cooperative shall establish policies to govern supervise control of any offensive activity of animals.

Section 3. Hunting. No hunting shall be allowed on any part of the land, except for protection from a poisonous or dangerous creature. "Hunting" means pursuing any animal with intent to harass, tease, disturb, wound, maim, or kill.

Section 4. Weapons. No use or display of guns or other lethal weapons shall be allowed on the land, except for self protection as allowed by law. No open carry of guns shall be allowed on the land.

Section 5. Vehicles. No noxiously loud or dangerous vehicles shall be operated on the land. No motor shall be used on any boat for any purpose on any lake, pond or stream located on the land.

Section 6. Lights, signs. No offensive outdoor lights or illuminated signs shall be permitted on the land.

Section 7. Violations. The Governing Board shall be the exclusive judge of the nature of all violations.

## ARTICLE X - EASEMENTS

Section 1. Authority. The Governing Board of the Cooperative is hereby empowered and authorized to grant easements over, under and through any of the property subject to this Declaration as described in Article II, for the purpose of construction, operating, maintaining, and/or removing any electric, water and/or sewer lines and related facilities as well as pedestrian paths or other common uses of the land. The Governing Board is further empowered to grant easements which are necessary for similar uses not specifically described herein.

Section 2. Restrictions. No herbicides may be used on any easements on the land and all easements shall revert to the servient estate if the easement is not used for any of the permissible uses for a period of 30 years. Easements on land designated as natural preserve areas shall not be subject to the restrictions set forth in Article V, Section 2(c) 4.

Section 3. Enforcement. No easement shall be valid or enforceable unless the Governing Board notifies all owners of property over, under or through which the easement would run, at least 30 days prior to the effective date of the easement. If any owner disagrees with said easement, no action shall be taken until the matter is put to a vote of the membership. The decision of a majority of the members eligible to vote the membership shall be final.

## **ARTICLE XI - COMMERCIAL VENTURES ON COMMON LAND**

Section 1. Commercial areas; approval of Governing Board. The Cooperative may shall establish certain areas located on the common land in which the operation of commercial business ventures for profit shall be allowed. However, no such commercial venture shall be allowed on common land unless approval is granted by the Governing Board of the Cooperative according to the criteria and procedures established by the Governing Board.

Section 2. Fees. Assessments. The Governing Board shall establish fees to be paid by ~~assess~~ the owners and operators of commercial business ventures on common land in such amounts as are necessary for the maintenance of commonly owned properties and facilities in the business area and for other appropriate purposes.

## **ARTICLE XIII - ASSESSMENTS**

Section 1. Method and purpose of assessments. Annual and/or special assessments shall be levied by a majority vote of all members of the Cooperative eligible to vote and administered by the Governing Board for the purpose of promoting the health, safety, and welfare of the residents of the community and, in particular, for the improvement and maintenance of properties, services, and facilities devoted to or related to the use and enjoyment of the community.

~~Section 2. Common land taxes. Assessments shall be levied in amounts sufficient to assure payment of common land taxes.~~

Section 2 3. Creation of the lien and personal obligation of assessments. Each owner of a parcel hereby covenants by acceptance of a deed or contract for deed, whether or not so expressed therein, to pay to the Cooperative annual or special assessments as provided in Section 1. These assessments shall be fixed, established, and collected from time to time as established by the membership. No lien or personal obligation shall arise from a special assessment unless the Cooperative can certify that the owner of each parcel so assessed has had adequate notice of the assessment. The assessments, together with interest and cost of collection, shall be a charge on the land and shall be a continuing lien on the property against which each assessment is made. Each assessment, together with the interest and cost of collection, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due.

~~Section 4. Priority of liens. All liens provided for in this or any Article contained in this Declaration of Covenants and Restrictions shall be absolutely subordinate to the lien of any first mortgage placed upon the property subject to these Covenants and Restrictions before December 25, 1975.~~

## ARTICLE XIV - VOTING RIGHTS

Section 1. Voting rights. Members of the Cooperative who own land may vote on all issues. Residents and children of members may petition the Governing Board for specified voting privileges as defined in Board policies.

Section 2. Limitations. The number of ~~voting~~ members eligible permitted to vote on any issue presented to the membership of the Cooperative shall be limited to six ~~votes~~ per acre represented. No member shall have more than one vote.

## ARTICLE XV - GOVERNING BOARD OF THE COOPERATIVE

Section 1. Governing Board; officers. The ~~voting~~ members of the Cooperative eligible to vote shall select a Governing Board consisting of seven members. The quorum necessary to all valid action of the Board shall be not less than five. The Board shall establish such offices and officers as they deem necessary for the proper management of the Cooperative, and shall conduct its activities in accordance with these Covenants and Restrictions, the Bylaws of the Cooperative, and established Board policies ~~the Constitution~~.

Section 2. Powers and duties. The Governing Board shall have the responsibility and authority to make decisions and policies involving protection of the environment, development of common properties and facilities, the planning of economic enterprises and common activities, the arbitration of disputes involving members, the collection and disbursement of funds, the restriction of rentals, and in all other matters necessary and proper to the management of the Cooperative.

Section 3. Sovereignty of the membership. A majority of the voting members of the Cooperative eligible to vote shall be required in order to overrule the Governing Board on any decision. A member of the Governing Board may be recalled and removed from office by a vote of 2/3 of the members eligible to vote. Votes shall be taken either at a meeting assembled or through a voting method approved in Board policy in writing.

~~Section 4. Dissolution of MLI. In the event the MLI dissolves or ceases to function, all the powers, duties, and functions of the MLI as set forth in this Declaration shall be exercised by the Governing Board of the Cooperative.~~

## ARTICLE XVI - ENFORCEMENT

Section 1. Covenants and Restrictions binding; term. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by ~~MLI or~~ the Cooperative or its ~~their~~ respective legal heirs, successors and assigns, for a period of 50 years from the date of this Declaration, after which time said Covenants and Restrictions shall be automatically extended for periods of 80 years in the event any single owner shall request extension.

Section 2. Community arbitration. In any dispute between members, an arbitration committee may be appointed by the Governing Board of the Cooperative to investigate the problem and to report its findings to the Governing Board. The Board shall then make a decision, binding upon the members involved, which will resolve the problem, or it may empower the arbitration committee to propose a compromise solution with the members involved.

Section 3. Legal enforcement. Enforcement of these Covenants and Restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions.

Section 4. Waiver of minor violations. Minor violations of these Covenants and Restrictions may be waived by the Governing Board of the Cooperative, which shall be the sole and exclusive judge of the nature of all violations.

Section 5. Severability. Invalidation of any of the covenants or restrictions of this Declaration by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

## ARTICLE XVII - AMENDMENTS

Section 1. Amendments. Amendments to these Covenants and Restrictions may be made by an affirmative vote of 75 ~~85~~-percent of all members of the Cooperative eligible to vote whose membership can be verified on the date of formal presentation of the amendments to the members.