

Upon recording, return to:
Dunlap & Shipman, P.A.
2063 County Highway 395
Santa Rosa Beach, FL 32459

Cross-References:

Original Declaration of Covenants: Book 1105
Page 174

Original By-Laws: Book 2541
Page 692

Plat: Plat Book 10
Page 37

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
AVALON BEACH ESTATES SUBDIVISION
AND
NOTICE OF MARKETABLE RECORD TITLE ACT PRESERVATION
PURSUANT TO § 712.05(2)(b), FLORIDA STATUTES

Instructions to recorder: Please index both the legal name of the association and the name(s) shown on the subdivision plat as identified herein.

NOTICE IS HEREBY GIVEN that the AVALON BEACH ESTATES OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association"), by a vote through written instrument signed by not less than sixty-six percent (66%) of the eligible voting interests of the Association, has approved an amendment to the Declaration of Covenants, Conditions and Restrictions of Avalon Beach Estates Subdivision (as amended through the date of this instrument, the "Declaration"), which Declaration is hereby amended in accordance with such approval as follows:

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and incorporated herein by reference and titled "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVALON BEACH ESTATES SUBDIVISION"

This document shall further serve as notice of preservation from operation of the Florida Marketable Record Title Act through amendment to community covenant or restriction, as authorized by § 712.05(2)(b), Florida Statutes. The recording information of the covenants and restrictions to be preserved are as follows:

- All matters disclosed on the Plat of Avalon Beach Estates, A Single Family Residential Subdivision, recorded in Plat Book 10, Page 37 of the Official Records of Walton County, Florida;
- Declaration of Covenants, Conditions, and Restrictions of Avalon Beach Estates Subdivision recorded in OR Book 1105, Page 174 *et seq.* of the Official Records of Walton County, Florida;
- First Amendment to Declaration of Covenants, Conditions and Restrictions of Avalon Beach Estates Subdivision, recorded in OR Book 2696, Page 2872 *et seq.* of the Official Records of Walton County, Florida;
- ByLaws of Avalon Beach Estates Homeowner Association, Inc. recorded in OR Book 2541, Page 692 *et seq.* of the Official Records of Walton County, Florida
- Amendment to ByLaws of Avalon Beach Estates Homeowner Association, Inc. recorded in OR Book 2696, Page 2873 of the Official Records of Walton County, Florida;
- Amendment to ByLaws of Avalon Beach Estates Homeowner Association, Inc. recorded in OR Book 2838, Page 3194 *et seq.* of the Official Records of Walton County, Florida;
- Amendment to ByLaws of Avalon Beach Estates Homeowner Association, Inc. recorded in OR Book 2886, Page 3318 *et seq.* of the Official Records of Walton County, Florida;
- Amendment to ByLaws of Avalon Beach Estates Homeowner Association, Inc. recorded in OR Book 2936, Page 3515 *et seq.* of the Official Records of Walton County, Florida;

[signature(s) on following page]

IN WITNESS WHEREOF, Association, by and through its duly appointed representatives, has executed this Certificate of Amendment in accordance with the authority hereinabove expressed on the date(s) set forth below.

ATTEST:

**AVALON BEACH ESTATES OWNERS
ASSOCIATION, INC.**

By: Maureen Paine

Print Name: Maureen Paine

By: Carrie Brooks

Print Name: Carrie Brooks

By: Al Appling

Print Name: Al Appling

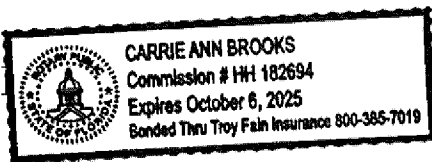
Its: President

STATE OF FLORIDA

COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 25, 2023 by Al Appling, as President of Avalon Beach Estates Owners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me or has produced Military ID as identification.

[Notary Seal]



Carrie Ann Brooks

Notary Public

Carrie Ann Brooks

Name typed, printed or stamped

My Commission Expires: 10/2025

EXHIBIT "A"

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVALON BEACH ESTATES SUBDIVISION

This Declaration, made this ____ day of _____, 2023, by Avalon Beach Estates Owners Association, Inc., a Florida not for profit corporation, having an address of Post Office Box 6296, Miramar Beach, Florida 32550, hereinafter referred to as "Association".

WITNESSETH

Whereas, Declarant S.W.H. Development, Inc. created a residential community known as AVALON BEACH ESTATES by recording that certain Declaration of Covenants, Conditions and Restrictions of Avalon Beach Estates Subdivision, as recorded in Walton County Official Records Book 1105, Page 174 *et seq.* and as amended from time to time ("Original Declaration"), said property that was submitted to the Original Declaration being described as follows and which may hereinafter be referred to as the "Property":

Tract "R": Begin at the Northeast corner of the Southwest one quarter of fractional Section 30, Township 2 South, Range 21 West, Walton County, Florida, being a U.S. General Land Office capped pipe; thence go South 1°12'00" West, along the East line of the aforesaid Southwest one quarter, a distance of 1696.81 feet; thence go North 82°24'00" West, a distance of 100.00 feet; thence go South 1°12'00" West, parallel to the East line of the aforesaid Southwest one quarter, a distance of 502.01 feet to the Northerly right of way line of State Road No. 30 (U.S. 98, 100' R/W); thence go North 82°24'00" West along the Northerly right of way line, a distance of 538.98 feet; thence go North 1°12'00" East, parallel to the East line of Section 30, a distance of 2128.01 feet to the North line of the Southwest one quarter of Section 30, and the Southerly right of way line of a 100 foot Gulf Power Company right of way; thence go South 88°45'43" East along the North line of the Southwest one quarter and the South right of way line of the Gulf Power right of way, a distance of 635.00 feet to the point of beginning. This parcel being Section 30, Township 2 South, Range 21 West, Walton County, Florida, and contains 30.3920 acres.

Tract "R1": Commence on the Northeast corner of the Southwest one quarter of fractional Section 30, Township 2 South, Range 21 West, Walton County, Florida, being a U.S. General Land Office capped pipe; thence go South 1°12'00" West, along the East line of the aforesaid Southwest one quarter, a distance of 1696.81 feet; thence go North 82°24'00" West, a distance of 100.00 feet; thence go South 1°12'00" West, parallel to the East line of the aforesaid Southwest one quarter, a distance of 602.64 feet to the Southerly right of way line of State Road No. 30 (U.S. 98, 100' R/W) and the point of beginning; thence go North 82°24'00" West, along the Northerly right of way line, a distance of 538.98 feet; thence go South 1°12'00" West, a distance of 176 feet, more or less, to the mean high water line of the Gulf of Mexico; thence meander Easterly along the mean high water line to the point of intersection with a line passed through the point of beginning and having a bearing of South 1°12'00" West; thence go North 1°12'00" East, a distance of 160 feet, more or less, to the point of beginning. This parcel being in Section 30, Township 2 South, Range 21 West, Walton County, Florida, and contains 2.1 acres, more or less.

Whereas, the Association represents the Owners of certain real property described above and as to such property the Association desires to maintain such property in a manner consistent with this Declaration and to subject property to the terms of this Declaration and require that the Owners of "Lots", (hereinafter defined) in Avalon Beach Estates be subject to this Declaration; and

Whereas, the Association desires to continue to provide for the preservation of the values and amenities in this community and to this end, desires to subject the real property described above, together with such additions thereto as may hereafter be made, to the covenants, conditions, restrictions, easements, charges and liens of the Original Declaration, amended and restated as hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every Owner of any and all parts hereof; and

Now, Therefore, the Association declares that the real property described above is and has been sold, transferred conveyed, and/or occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title of the Property, shall be binding upon all parties having any right, title or interest in the Property or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot within the property.

ARTICLE I – DEFINITIONS

Section 1. **Lot.** Lot shall mean and refer to any of the plots of land identifiable by lot number and shown upon the Recorded Plat which are intended for development for residential use.

Section 2. **Owner.** Owner shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot, but shall not include those having such interest merely as security for the performance of an obligation.

Section 3. **Association.** Shall mean and refer to AVALON BEACH ESTATES OWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 4. **Board.** Board shall mean and refer to the Board of Directors of the Association.

Section 5. **By-Laws.** By-Laws shall mean and refer to the By-Laws of the Association as amended from time to time. The form of the initial By-Laws is attached to the Original Declaration.

Section 6. **Member.** Shall mean and refer to every person or entity entitled to membership in the Association. Every person or entity who is an Owner of a Lot within the property shall be a member of the Association.

Section 7. **Recorded Plat.** Shall mean the plat of the property recorded at Plat Book **10**, at Page **37**, of the Public Records of Walton County, Florida.

Section 8. **Common Property.** Common Property shall mean all real and personal property and easements and other interest therein, together with the facilities and improvements located thereon, now or hereafter owned or operated by the Association for the common use and enjoyment of the Owners. Nothing contained herein shall limit the type of real or personal property, which may be

owned by the Association as Common Property. The Common Property is not dedicated for use of the general public.

Section 9. **Property**. Property 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 10. **Declaration**. Declaration shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Avalon Beach Estates Subdivision

ARTICLE II. – EASEMENTS

Section 1. **Member's Easements of Enjoyment**. Subject to the provisions of this Declaration, every Owner shall have a permanent and perpetual easement for ingress and egress over the roadways and walkways as set forth on the Recorded Plat and each easement shall be appurtenant to and shall pass with title to every Lot.

Section 2. **Utilities**. Easements are expressly reserved for the construction, installation, replacing, repairing and maintenance of all utilities, including, but not limited to, utilities for electricity, gas, sewage, water, telephone and cable television, and other similar lines necessary or desirable for public health and welfare. Such easements for utilities shall be confined to those areas of each of the Lots within the Property, as specifically noted on the Recorded Plat or provided for in a separate easement recorded in the Official Records of Walton County, Florida. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities place on, over or under the property subject to the easements. If any Owner constructs any improvements or structure on the easement areas shown on the Plat or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements, structures or landscape items upon written request of the Association .

Section 3. **Drainage**. Easements are expressly reserved for the construction, installation, replacing, repairing and maintenance of storm drainage facilities. Such easements for drainage shall be confined to the locations as specifically noted on the Recorded Plat.

Section 4. **Future Easements**. The Association reserves the right to impose further restrictions and grant or dedicate easements within the Common Property owned by the Association. The easements granted by the Association shall not materially adversely affect any improvements within any Lot or unreasonably interfere with the owners' enjoyment of the Property.

ARTICLE III. PROPERTY RIGHTS

Section 1. **Owners' Easements of Enjoyment**. Every Owner shall have a right and easement of enjoyment in and to the Common Property and facilities situated hereon, 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 suspend the voting rights and right to use of the Common Property 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.
- (b) The right of any Association, through its Board of Directors, to promulgate reasonable rules and regulations relative to the use of the Common Property.

Section 2. **Delegation of Use**. Any Owner may delegate, in accordance with the By-Laws, such Owner's right of enjoyment to the members of his family, his tenants, his guests, his licensees, or contract purchasers who reside on the Property.

Section 3. **Regulation of Uses**. The Association shall have the right to regulate the use of the Common Property, through the establishment of rules and regulations adopted by the Board of Directors.

ARTICLE IV. – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE V. – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligations of Assessments**. Each Owner of a Lot by acceptance of title thereunto, whether or not it shall be so expressed in such deed or other conveying instrument, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges as hereinafter specified, (2) special assessments for capital improvements or other purposes authorized herein, such assessments to be established and collected as hereinafter provided, and (3) specific assessments imposed upon an individual Lot Owner for repair or maintenance necessitated by the willful or negligent act of the Owner, his family, or their guests, tenants, invitees, contractors, employees, or agents. The annual, special and specific assessments,

together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the Owner's successors in title.

Section 2. **Purposes of Assessments**. The assessments levied by the Association shall be used (a) to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Property and (b) to fulfill the responsibilities of the Association as may relate to the waste water collection system, drainage system, and storm water system.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family or guests, invitees, contractors, employees, or agents, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 3. **Annual Assessment**. The Assessment shall be an amount sufficient to fund the annual expenses and other purposes of the Association and shall be determined each year during the recommendation and adoption of the Association's Annual Budget, and shall be applied on a per-Lot basis. The Board shall determine and recommend the suggested assessment, and the members of the Association at the annual meeting shall by majority vote of those present in person or by proxy approve or modify the recommended budgeted amount by adopting the Annual Budget. If the Board of Directors determines during any given year that the amount of such annual assessments is not adequate to pay the expenses of the Association, the Board of Directors shall have the right to adopt a special assessment at a regular or special meeting with the approval of a majority of the Board members present and voting. Notice of any meeting where a special assessment is on the agenda must be provided to all Members at least two weeks before the meeting where such vote will be taken. All Lots must be assessed equally. The sole exception to the foregoing shall be in the event maintenance or repair cost necessitated by the willful or negligent act of an Owner, his family or their guests, tenants or invitees which occasions a specific assessment to a particular Owner. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis as established by the Board of Directors.

Section 4. **Provision for Reserves**. There shall be included as a part of the annual assessment described in Section 3, sufficient funds to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the Common Property which the Association is obligated to maintain.

Section 5. **Notice and Quorum for any Action Authorized Under Sections 3 and 4**. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 14 days nor more than 60 days in advance of the meeting.

At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. **Annual Assessments – Due Dates**. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 7. **Effect of Nonpayment of Assessments – Remedies of the Association**. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Property or abandonment of such Owner's Lot.

Section 8. **Subordination of the Lien of Mortgage**. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. In addition, if any first mortgagee or other person, persons or entity obtains title to a Lot as a result of a foreclosure of a first mortgage or a deed in lieu thereof, such acquirer of title shall be liable for the share of assessments pertaining to such Lot which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof to the maximum extent permitted by Section 720.3085, Fla. Stat., as amended from time to time.

Section 9. **Capital Contribution**. Upon each transfer of title of a Lot to a new Owner, such new Owner shall pay at closing \$1,500.00 to the Association. This amount shall be applied to the capital reserves fund for the periodic maintenance, repair, and replacement of the improvements to the Common Property which the Association is obligated to maintain. This subsection shall become effective immediately upon recording of this document. This amount is payable in full at the time of closing and, if not timely paid, may be collected as an assessment in the manner described in Article V. The Board of Directors may exempt title transfers for nominal or no consideration, or by operation of law, from this provision.

ARTICLE VI. – ARCHITECTURAL CONTROL

Section 1. **Construction Subject to Review.** No construction, modification, alteration or improvement of any nature whatsoever (except interior alterations not affecting the external structure or appearance) shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the Architectural Review Board in accordance with this Article. Modifications subject to architectural control specifically include, but are not limited to, painting or other alteration of a building (including door, windows and roof); installation of solar panels or other devices; installation of any sign; construction of fountains, swimming pools, whirlpools or other pools; construction of walls or fences; addition of awnings, gates, flower boxes, shelves, statues or other outdoor ornamentation or patterned or brightly colored window coverings; and any alteration of the landscaping or topography of the Lot.

Section 2. **Procedures.** The plans to be submitted for approval shall include (a) the construction plans and specifications, including all proposed landscaping, (b) an elevation or rendering of all proposed improvements, (c) site plan, and (d) such other items as the Architectural Review Board may deem appropriate. If the Architectural Review Board fails to approve or disapprove the plans within thirty (30) days after submission of all requested plans and specifications, approval shall be deemed to have been granted unless the applicant agrees to an extension.

Section 3. **Basis for Decision.** The Architectural Review Board shall on majority vote approve or disapprove the application in its discretion, based on the nature, kind, shape, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Board will affect the desirability or suitability of the construction.

Section 4. **Construction.** If approval is given or deemed to be given, construction of the improvements applied for may be begun, provided that all such construction is in accordance with the submitted plans and specifications. The Architectural Review Board and the Association shall have the right to enjoin any construction not in conformance with approved plans and specifications.

Section 5. **Architectural Review Board.** There shall be an Architectural Review Board consisting of not less than three (3) persons. Such Board shall be appointed by the Association's Board of Directors. In the event of any resignation or vacancy of an Architectural Review Board member, until a replacement has been made through appointment by the Board of Directors, the remaining members shall exercise the Architectural Review Board's authority.

Section 6. **Liability.** Neither disapproval nor approval by the Architectural Review Board shall constitute a basis for any liability of the Association, the Architectural Review Board or any member thereof, for any reason, including in the event of approval, any failure of the plans to conform to any applicable building codes or any inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VII. – DESIGN STANDARDS

Section 1. **Exterior Composition.** At least eighty-five percent (85%) of the total exterior surface of residences to be constructed within the subdivision shall be comprised of brick, stone or stucco. The remaining exterior surface may be comprised of lap, vinyl or wood siding to be used as accent only. Such exterior material shall be generally uniform on all sides of the residence. All residences situated on Lots 1 – 30 shall use a stucco exterior.

Section 2. **Minimum Square Footage.** Any residential dwelling constructed on a Lot within the subdivision shall contain not less than 1400 square feet of heated and cooled living space, exclusive of porches and garages. Notwithstanding, the foregoing, the ground floor of any two (2) story residence within the subdivision shall contain not less than 1400 square feet of heated and cooled living space, exclusive of porches and garages.

Section 3. **Roofing.** All roofs shall have a minimum pitch of 6 ½ and a maximum pitch of 12/12. Allowable roofing materials consist of concrete tile, natural or synthetic slate, dimensional asphalt shingles, or cedar shake shingles. Metal roofs and three (3) tab asphalt shingles are not permitted. All roofing materials and colors shall be approved by the Architectural Review Board. Roofs on out buildings must match roofing on the primary residence.

All gas and plumbing vents protruding through the roof must be located on the side or rear slope of such roof and must be painted to match the roof color.

Section 4. **Height Restrictions.** All residences within the subdivision shall be limited to two (2) stories in height, not to exceed 40 feet from ground to peak of roof, except for residences located on Lots 8 – 15, which shall not exceed three (3) stores in height.

Section 5. **Building Setbacks.** All residences within the subdivision shall have a front yard setback of twenty (20) feet, a rear yard setback of fifteen (15) feet and a side yard setback of seven and one-half (7 ½) feet. All setbacks shall be measured from the property line to the exterior wall of a structure. If any residence is erected on more than one Lot, or parts or more than one Lot, the side line restrictions shall apply only to the extreme side lines of the building plot occupied by such residence.

Section 6. **Pilings.** No structure constructed within the subdivision shall make use of exposed pilings, and in the event pilings are utilized, the same shall be fully obscured from view.

Section 7. **Landscaping.** When designing a landscape plan it is recommended and encouraged that the natural vegetation be preserved, to the extent possible, and that plants native to the local area be utilized, to insure healthy growth and hardiness. Such landscape plans must be submitted to the Architectural Review Board for approval and shall include an underground irrigation system. All landscaping and required underground irrigation systems shall be completed prior to occupancy of any residence within the subdivision. Trees located upon Lots within the subdivision shall be preserved and maintained to the maximum extent possible and removal of all trees eight (8) inches

in diameter or larger shall be approved by the Architectural Review Board, unless such tree is located within the building envelope or driveway reflected upon the plans approved by the Architectural Review Board. Materials and debris resulting from clearing and grubbing operations shall not adversely affect adjacent Lots. Finishing grading shall be such that the washing of water into adjacent Lots is kept to a minimum. Newly graded areas shall be protected against erosion at all times.

Section 8. **Mailboxes.** Mailboxes shall be designed and constructed according to specifications established by the Architectural Review Board.

Section 9. **Sidewalks.** Each Owner shall construct a four (4) feet wide concrete sidewalk extending along the entire expanse of his Lot abutting a street. Such sidewalk shall be constructed in accordance with plans and specifications established by the Architectural Review Board.

Section 9. **Fencing.** All fences, including materials and location must be approved by the Architectural Review Board. The construction of fencing upon any Lot adjoining Common Property shall be similar in nature and construction as the fencing located upon such adjoining Common Property.

Section 10. **Walkways and Driveways.** Walkways and driveways shall be constructed of concrete or brick pavers only. The use of asphalt as a paving material is prohibited.

Section 11. **Swimming Pools.** Any swimming pool to be constructed on any Lot shall be of the "in-ground" type and subject to the requirements of the Architectural Review Board, which include, but are not limited to the following:

- a. Composition to be of material thoroughly tested and accepted by the pool construction industry;
- b. No screening of the pool may extend beyond a line projected from and aligned with the side walls of the dwelling unless approved by the Architectural Review Board;
- c. Pool screening may not be visible from the street in front of the dwelling unless approved by the Architectural Review Board; and
- d. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from such lighting.

Section 11. **Utility Connections.** Building connections for all utilities, including but not limited to water, electricity, telephone, cable and television shall be run underground from the proper connection points to the building structure in such a manner as is acceptable to the appropriate utility authority.

Section 12. **Installation and Maintenance**. The Owner or builder shall assume and pay as the same shall become due, the costs of installation and maintenance of the underground utility system from primary utility lines.

Section 13. **Variance Approvals**. Any Lot Owner who receives a variance from the Walton County Land Development Code from Walton County must also apply for approval and obtain concurrence from the Architecture Review Board for the same variance. The Architectural Review Board is not bound by any variance approved by Walton County.

ARTICLE VIII. – USE RESTRICTIONS

Section 1. **Residential Use**. Each individual Lot shall be used and occupied for residential purposes only. Only one primary residence shall be constructed on each Lot. The foregoing shall not prohibit construction of a single residence on two (2) Lots which are combined as a single homesite. Except as otherwise expressly set forth herein, no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Notwithstanding the foregoing, the use of the dwelling for home occupation shall be allowed, provided that such use shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstance change the residential character of the structure; there shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation: no traffic shall be generated by such occupation in greater volumes than would normally be expected in a residential neighborhood; and no equipment, tool or process shall be used in such home occupation which creates interference to neighboring properties due to noise, vibration, glare, fumes, odors or any electrical interference.

Section 2. **Noxious or Offensive Activities**. No noxious or offensive trade or activity shall be carried on upon the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No mobile homes, tents or shacks shall be placed on any Lot. No structure of a temporary character shall be used as a residence.

Section 3. **Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, excepting dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purposes. No pet shall be allowed to roam free and shall be on a leash or similar means of control at all times. Certain portions of the Common Property may be designated as areas in which pets are prohibited.

Section 4. **Vehicle Parking**. No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on any roadway (including the unpaved portion of the right-of-way thereof) overnight. No boat, boat and trailer, or trailer alone shall be parked for any period of time or stored or otherwise permitted to remain on any Lot except in an approved boathouse or garage. No automobiles, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time, or stored or otherwise permitted to remain on any Lot except in

an approved garage. Driveways must be able to accommodate two (2) cars so as to prevent on-street parking.

Section 5. **Driveways**. No driveway shall be constructed, maintained, altered or permitted to exist on any Lot if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the Lot or in the street right-of-way or any swale area adjoining or abutting the Lot.

Section 6. **Solar and Other Energy Generating Sources**. The installation and/or addition of solar panels or other form of energy generating equipment, are subject to the approval of the Architectural Review Board, under the procedures established herein. Such equipment, if allowed, shall be installed or constructed in such a manner as to conform to the architectural design of the approved dwelling, and shall be concealed from view as much as possible, and at the sole discretion of the Architectural Review Board, shall conform to the overall development and aesthetic scheme of the subdivision.

Section 7. **Air Conditioning Units**. No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view from any street or from any adjoining Lot and insulated by a fence, wall or shrubbery so as to minimize noise.

Section 8. **Antennas**. No aerial masts, towers, satellite dishes, or antennas shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building.

Section 9. **Garbage and Trash Containers**. No Lot may be used or maintained as dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers within an enclosure constructed as part of each dwelling in a location approved by the Architectural Review Board. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly or dead plant material. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material.

Section 10. **Lighting**. No lighting shall be permitted which alters the residential character of the property or is situated in such a manner as to create unreasonable glare upon or illumination of adjoining Lots. No lighting of tennis courts or outdoor activity shall be permitted without approval of the Architectural Review Board.

Section 11. **Outdoor Drying of Laundry**. Outdoor drying of laundry must be done in an area that is completely screened from view from the adjacent Lots and any street. No rugs, drapes, or other items shall be hung from any portion of the exterior of any residence.

Section 12. **Signs**. No sign of any kind shall be displayed to the public view on an Lot, except one sign of not more than two square feet stating either the name of the Owner of the Lot or the "Name" of the dwelling, one sign of not more than five square feet advertising the property for sale, or a sign used by a builder to advertise his construction project during the construction of the main dwelling. "For Rent" signs are prohibited. All signs are subject to Architectural Review Board

approval. This restriction does not apply to the Association in furtherance of its powers and purposes under this Declaration.

Section 13. **Games and Play Structures**. All play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, playhouse, or structure of a similar kind or nature, shall be constructed on any part of a Lot located in the front of the rear line of the residence constructed thereof, and any such structure must have prior approval of the Architectural Review Board.

Section 14. **Construction**. During the construction of a dwelling or other improvements upon a Lot, the Owner shall be required to maintain the Lot in a clean condition, providing for trash and rubbish receptacles and disposal. In the event of the failure of an Owner to maintain a clean construction site, the Association may incur expenses to maintain the Lot in a clean condition. Construction debris shall not be permitted to remain upon any Lot. All main structures constructed upon the property shall be completed within one year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies, or natural calamities, or unless waived in writing by the Association. The Association may, at its option, establish reasonable hours for construction activities so as to result in minimal disturbance to Owners of land adjacent to the property. Any damage to roadways, right-of-way swells and plantings resulting from construction activities shall be corrected in a timely manner by the Owner of the Lot upon which such construction is undertaken.

If Association costs incurred pursuant to this section or the expenses of damage caused during construction on a Lot are not paid or repaired by the Owner of the Lot under construction in a timely manner, a specific assessment in the amount necessary to offset such Association expense or to restore damaged property, as applicable, will be assessed to the Owner of the Lot under construction in the manner prescribed in Article V.

Section 15. **Casualty Damage**. In the event of damage or destruction by fire or other casualty to any improvements located upon a Lot, the Owner of such improvements shall repair or rebuild such damage or destroyed improvements in a good and workmanlike manner, 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 Lot restored to an orderly condition within sixty (60) days of such damage or destruction.

ARTICLE IX. – MAINTENANCE

Section 1. **Lots**. Each Owner shall be responsible for the maintenance of his Lot, including exterior and interior maintenance of the dwelling situated hereon. If the Board of Directors determines in its discretion that any Owner has failed to maintain any part of his Lot, including improvements, in good order and repair, free from debris, the Association, by a majority vote of the Board of Directors and twenty days after notice to the Owner, shall have right without liability to enter upon such Lot to correct, repair, restore, paint, maintain and clean up any part of the Lot and to have

any objectionable items removed. All costs related to such action shall be assessed to the Owner as a specific assessment imposed upon the individual Owner.

Section 2. **Common Property**. The Association shall maintain all improvements which are or may become part of the Common Property.

Section 3. **Damage**. If any of the Common Property improvements or part thereof are damaged through the negligent or willful acts of an Owner, his family, guest or invitee, the cost of any necessary repair or replacement may be assessed to that Owner as a specific assessment imposed upon the individual Owner.

ARTICLE X. – INSURANCE

Section 1, **Association Authorized to Insure**. The Association may purchase insurance to provide the following described coverages.

- (a) **Liability Insurance**. Comprehensive general liability insurance coverage covering all Common Property, and public ways as are owned by the Association. Coverage under such policies may include, without limitation, legal liability of the insured for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the Common Property, and legal liability arising out of lawsuits related to employment contracts of the Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the Owners as a group or as an Association to an individual Owner.
- (b) **Fidelity Bonds or Fidelity (Crime) Insurance**. Fidelity bonds or insurance shall be required to be maintained by the Association for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds or insurance shall also be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bond or insurance coverage shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond or policy of insurance.
- (c) **Casualty Insurance**. Casualty insurance for all improvements to the Common Property to cover the full replacement cost, which coverage may

include extended coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed desirable by the Association.

- (d) **Directors' Liability.** The Board of Directors may obtain liability insurance insuring against personal loss for actions taken by members of the Board of Directors in the performance of their duties, such coverage to be of the type and amount determined by the Association.

Section 2. **Premiums.** Premiums upon insurance policies purchased by the Association is a common expense.

ARTICLE XI. – COMMON TAXES

In the event that any taxing authority having jurisdiction over the Property shall levy or assess any tax or special assessment against the Common Property, then such tax or special assessment shall be separately levied and collected as a special assessment by the Association against all of the Owners. Such special assessment by the Association shall be separately identified by the Association and unless otherwise expressly stated, shall be due, payable and collectible as provided for assessments in Article V.

ARTICLE XII. – GENERAL PROVISIONS.

Section 1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or rules and regulations adopted pursuant to the authority provided herein. Failure of the Association or by any Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any and all costs, including, but not limited to attorney fees and court costs which may be incurred in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed to the Owner against who such action was taken as a specific assessment.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless seventy-five percent (75%) of the Members of the Association decide that such covenants, conditions and restrictions shall abate, which decision, if made, shall be evidenced by an agreement in writing signed by seventy-five percent (75%) of the membership, setting forth their decision, which document shall be effective when duly recorded in the Public Records of Walton County, Florida.

Section 4. **Notices.** Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of such Lot as that address is stated on the records of the Association at the time of such mailing. Notice may also be given electronically in the manner authorized by Chapter 720, Florida Statutes, to those Owners who consent to receive notices electronically.

Section 5. **Availability of Records and Other Documents.** The Association shall make available to the Owner of any Lot current copies of this Declaration, the Articles of Incorporation of the Association, and the books, records and financial statements of the Association. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Copies shall be provided for a nominal fee to reimburse the Association for any expense, which may be incurred.

Section 6. **Amendment.** This Declaration may be amended by instrument signed by not less than sixty-six percent (66%) of the Owners of Lots within the Property. Any amendment shall be evidenced by recording in the Public Records of Walton County, Florida.

Section 7. **Gender and Number.** The singular shall include the plural, wherever the context so requires, and necessary grammatical changes required to make the provisions of this Declaration apply to either individuals, corporations or other entities, masculine or feminine, shall in all cases be assumed as though in each case fully expressed.