

**Declaration of Covenants, Conditions and Restrictions  
Of Avalon Beach Estates Subdivision**

**This Declaration**, made this 16<sup>th</sup> day of March, 1994, by **S.W.H. DEVELOPMENT, INC., a Florida corporation**, having an address of Post Office Box 1583, Destin, Florida 32540, hereinafter referred to as “Declarant”.

**W I T N E S S E T H**

**Whereas**, Declarant is the Owner of certain real property and Declarant desires to create thereon a residential community known as **AVALON BEACH ESTATES**, said property being described as follows:

**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**, Declarant is the Owner of certain real property described above and as to such property Declarant desires to reserve the right to develop 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 such Development be subject to this Declaration; and

**Whereas**, Declarant desires 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 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,** Declarant declares that the real property described above is and shall be held, transferred, sold, conveyed, and 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. **Declarant.** Declarant shall mean and refer to **S.W.H. DEVELOPMENT, INC.**, a Florida corporation, its successors and assigns, if such successors or assigns are specifically assigned Declarant’s rights and assume Declarant’s obligations under this Declaration.

Section 3. **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 4. **Association.** Shall mean and refer to AVALON BEACH EASTATES OWNERS’ ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 5. **Board.** Board shall mean and refer to the Board of Directors of the Association.

Section 6. **By-Laws.** By-Laws shall mean and refer to the By-Laws of the Association, the form of the initial By-Laws, is attached to this Declaration.

Section 7. **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 8. **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 9. **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 10. **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.

## **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 subdivision 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 Declarant reserves, and Declarant shall each have, the authority to grant specific utility easements by separate recordable instruments. 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 placed 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 Declarant.

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.** Declarant reserves the right to impose further restrictions and to grant or dedicate easements and rights of way on any Lot within the Property owned by Declarant. In addition, Declarant hereby expressly reserves the right to grant easements and rights of way over, under and through the land now or later included in the subdivision other than Lots, so long as Declarant shall own any portion of the Property. The easements granted by the Declarant shall not materially adversely affect any improvements 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 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, his 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.

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

**Class A.** Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member when the Declarant's Class B membership ceases as provided hereafter) 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** Class B member shall be 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 first:

- (a) One hundred twenty (120) days after eighty-five (85%) percent of the Lots have been conveyed to Lot purchasers; or
- (b) Five (5) years following conveyance of the first Lot; or
- (c) Decision of the Declarant to convert to Class A membership.

#### **ARTICLE V. – COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. **Creation of the Lien and Personal Obligations of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and 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, such assessments to be established and collected as hereinafter provided, and (3) special 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 and special 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, cost 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 initially be \$300 per year per Lot and may be imposed on each Lot from the date of conveyance of such Lot by the Declarant. Until the Declarant shall elect to pay annual assessments on Lots which have not been conveyed by the Declarant to others, to the extent that the revenue received from annual assessments is not adequate to pay the expenses of the Association, the Declarant shall pay the difference between such revenue and expense. The amount of such annual assessment shall be increased or decreased by the Association's Board of Directors, with the approval of a majority of the members present and voting at a meeting of the membership called for such purpose. 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 an increased assessment to a particular Owner. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the Board of Directors may establish. Initially such annual assessments shall be payable monthly.

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. **Date of Commencement of Annual Assessments – Due Dates.** Unless the Declarant shall earlier elect to submit a Lot for payment of annual assessments, the annual assessments provided for herein shall commence as to each Lot on the date on which such Lot shall be conveyed by the Declarant. 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 his 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.

Section 9. **Capital Contribution.** At the closing and transfer of title of each Lot to the first Owner other than the Declarant, the Owner shall contribute **\$50.00** to the Association, or such greater amount as required by the Declarant. This contribution shall be used by the Association for prepaid insurance, personal property and equipment for the Association, other initial and nonrecurring capital for the Association, and shall not be considered as a prepayment of assessments.

## **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 initially be appointed by the Declarant and shall serve for a period of five (5) years. The Architectural Review Board members shall thereafter be annually appointed by the Association's Board of Directors. In the event of any resignation or vacancy of an Architectural Review Board member appointed by the Declarant, the Declarant may appoint a replacement. In the event of any resignation or vacancy subsequent to the term during which the Declarant may appoint Architectural Review Board members, the Association's Board of Directors may appoint a replacement. Until a replacement has been made, 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 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 tree 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.

## **ARTICLE VIII. – USE RESTRICTIONS**

Section 1. **Residential Use.** Each individual Lot shall be used and occupied for residential purposed 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 purposed 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. **Resubdivision.** The Declarant may re-subdivide or replat the said land in any way it sees fit for any purpose whatsoever consistent with the development of the subdivision. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each Lot as replatted or resubdivided. Except for the rights as granted to Declarant under this paragraph, no Lot shall be further subdivided or separated into smaller parcels; provided, however, that this shall not prohibit corrective deeds or similar corrective instruments. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of this Declaration.

Section 3. **Noxious or Offensive Activities.** No noxious or offensive trade, 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 place on any Lot. No structure of a temporary character shall be used as a residence.

Section 4. **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 5. **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 6. **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 7. **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 8. **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 9. **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 10. **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 11. **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 12. **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 13. **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 signs of Declarant, its agents or assigns, during the sale period of the Lots or to the Association in furtherance of its powers and purposes under this Declaration.

Section 14. **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 15. **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. 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 Declarant. The Declarant 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.

Section 16. **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 special 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 special 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 coverage's.

- (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**. Fidelity bonds may 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 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 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.
- (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 Declarant. 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 cost, 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.

Section 2. **Servability.** 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 a 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.

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 seventy-five percent (75%) of the Owners of Lots within the Property. Any amendment shall be evidenced by recording in the Public Records of Walton County, Florida.

**Amended November 29, 2004 by a vote of seventy-five percent (75%) of Owners to read:**

This Declaration may be amended by an 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.

Section 8. **Additions to Existing Property.** Declarant may from time to time bring other land under the provisions hereof by recorded supplemental declarations or declarations of annexation (which shall not require the consent of Owners or the Association or any mortgagee) and thereby add to the property. Nothing herein, however, shall obligate Declarant to add to the existing property nor to prohibit Declarant from rezoning and changing those plans with respect to such future addition of other property.

Section 9. **Declarant's Rights of Modification/Variance/Additions.** Declarant reserves the right to hereafter modify, amend or grant variances to any of the foregoing covenants, conditions and restrictions when, in the sole discretion of Declarant, such modifications, amendments or variances are deemed useful or proper. Declarant may also make other restrictions applicable to each Lot by appropriate provision in the Contract for Deed or in any Deed, without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other Owners of Lots within the subdivision and shall bind the grantee and their respective heirs, successors or transferee in the same manner as though they had been expressed herein.

**In Witness Whereof**, the Declarant has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed all as of the date and year first written above.

Signed by: Timm Shores, President, S.W.H. Development, Inc.

Notarized by: Diane K. Bonadonna

Witnessed by: W, Wade Wallace, P.A.

March 16, 1994