

lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

**Section 12 -- Limitations on Association Actions.** The Association may elect to provide any other services it desires to promote the health, safety, and welfare of the residents of the Subdivision including the purchase of other properties, whether adjacent to the Subdivision or not, for recreational or other purposes. However, no activity of the Association shall be commenced without approval of three-fourths (3/4) of the owners of the Subdivision if the activity requires more than a nominal expenditure of funds.

## **ARTICLE VI - ARCHITECTURAL CONTROL**

**Section 1 -- Prior Approval.** In addition to the required developmental approval from Santa Rosa County, no building, fence, wall, mailbox, driveway, gate, lightpost, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot or the Subject Property by any Owner, the Association or anyone else, nor shall any exterior addition to or change alteration or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan showing the nature, kind, shape, height, material, color and location of same have been submitted to and approved in writing by the Architectural Review Committee as complying with the standards generally set forth in Section 2 of this Article VI. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plat plans and/or landscaping plans within 30 days after same have been received by said Committee, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The plans submitted to the Architectural Review Committee shall, without limitation, show the elevation and other matters set forth on the front, rear and both side walls of the structure.

**Section 2 -- Architectural Review Committee.** The Architectural Review Committee shall initially consist of three (3) representatives of Declarant who shall serve until their resignation therefrom. After three-fourths (3/4) of the Lots in the Subdivision are sold, the Board of Directors of the Association shall appoint one (1) additional person to serve on the Architectural Review Committee, who shall be an Owner of a Lot within the Subdivision, and who may not be an Officer, Director or Stockholder of the Developer. It is contemplated that the Subject Property will be developed as a first-class single family residential subdivision of high standards. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable, but high, standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general. The initial members of the Architectural Review Committee shall be H. Geoffrey Head, Howard O. Head and Brian Etheridge.

Section 3 -- Construction Plans. All construction plans shall be accompanied by a complete landscape plan for the entire Lot.

**ARTICLE VII - ADDITIONAL RESTRICTIONS**

The following restrictions are guidelines which it is anticipated will be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions utilizing the same standards of review as those set forth in Article VI, Section 2, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the Subject Property as a whole, and, that same is consistent with a first-class single family residential subdivision of high standards contemplated hereby. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1 -- Use. All Lots shall be occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character.

Section 2 -- Minimum Square Footage and Residential Design.

No residential structure shall be erected or ac on any building site, exclusive of garages, porches, patios and terraces that fails contain 1400 square feet. No residential structure shall exceed two stories in height.

Section 3 -- Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. (This Section is not applicable to the Developer and shall apply after sale of Lots by Developer. Further, this Section is not applicable to owners until 10 days after Owner's residence shall be available for occupancy.)

Section 4 -- Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse or any other such similar structure or vehicle (other than the primary dwelling to be located on the Lot) shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

Section 5 -- Vehicles. Automobiles, boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from both the Front Lot line and any adjoining Lots, except for short-term parking not exceeding a forty-eight hour duration. The parking

or storage of any such items in any other manner (such as in the street, road right-of-way or in any portion of the driveway which is not out of view from both the Front Lot line and any adjoining Lots) is expressly prohibited.

**Section 6 -- Nuisance.** No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Owners of other Lots.

**Section 7 -- Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large. In no event shall more than three household pets be kept on any Lot or building site at any one time.

**Section 8 -- Appearance.** All residences, structures and improvements shall be designed to present a pleasing, attractive, tasteful, neat and well-maintained appearance from all views.

**Section 9 -- Dumping.** No garbage, rubbish, trash or other unsightly objects shall be stored on any of the Subject Property, or upon any property contiguous thereto.

**Section 10 -- Compliance with Law.** All laws of the United States, the State of Florida, the City of Milton, and the County of Santa Rosa, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, land use planning and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the Subject Property with respect to any such matters shall have a license to enter upon any of the Subject Property at all reasonable times to make such inspections and recommendations.

**Section 11 -- Release of Restrictions.** When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot or building site in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the committee may release the Lot or building site, or parts of it, from any part of the covenants and restrictions, or setback lines that are violated. The committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

**Section 12 -- Wiring.** No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted. (There shall be an exception for all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage).

**Section 13 -- Lot Setback.** No residential dwelling shall be constructed on any Lot or building site in the Subdivision which does not conform to the setback lines shown on the recorded Plat.

**Section 14 -- Antennas.** No visible outside antennas, satellite systems, poles, masts, windmills or towers shall be erected on any Lot. No radio transmitting equipment shall be erected on, or operated from, any Lot.

**Section 15 -- Basketball Goals.** No outside basketball goals shall be erected on any Lot unless hidden from view from the Front Lot line.

**Section 16 -- Mailboxes.** At the time of completion of a residential dwelling on a Lot, a mailbox shall also be erected or constructed on the Lot and shall be set in brick and shall be similar in design and style to the residential dwelling situated on said Lot or building site.

**Section 17 -- Clotheslines.** Outside clotheslines or other items detrimental to the appearance of the Subdivision shall not be permitted on any Lot.

**Section 18 -- Outdoor Cooking.** All outdoor cooking, including permanent or portable Bar-B-Que grills, shall be screened from view from the Front Lot line.

**Section 19 -- Garbage and Trash Receptacles.** All garbage and trash receptacles must be covered with an appropriate structure, or otherwise concealed in an effective manner, at the residential structure.

**Section 20 -- Fences.** The Architectural Review Committee shall have complete control covering the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion, which is not subject to review. However, chain link fences will not be allowed except around retention ponds as required by local subdivision ordinances.

**Section 21 -- Garage Doors/Garage Size.** Garage doors must remain closed at all times except when automobiles are entering or leaving the garage.

**Section 22 -- Signs.** No sign of any kind shall be displayed to the public view on any Lot or building site in the Subdivision except for one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period; provided Declarant may erect a sign not exceeding five feet in height by eight feet in width, on any lot or building site which it owns. The owner of a model home may exceed these restrictions, if approved by the Architectural Review Committee.

**Section 23 -- Drainage Easements.** Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

**Section 24 -- Surface Flow.** No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Developer to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patterns shall not be altered.

**Section 25 -- Model Homes.** Notwithstanding Section 1 supra, the Architectural Review Committee shall have the right to authorize the use of any Lot as a model home site, to be used under such terms and conditions as it may prescribe, which decisions will not be subject to review.

**Section 26 -- Easements Prohibited.** No lot owner may grant easements across the Owner's lot for ingress and egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Declarant.

**Section 27 -- Environmental Matters.** Certain portions of the Subdivision, including portions of the Common Area and various Lots, are subject to the jurisdiction of either U. S. Army Corps of Engineers or the Florida Department of Environmental Protection, or both. No improvements of any nature may be constructed in the areas subject to jurisdiction contained within the Common Areas and otherwise such areas must remain in a natural, unaltered state. No improvements of any nature may be constructed in such areas subject to jurisdiction within various Lots without proper approval from all state and federal agencies having jurisdiction and, absent such approval, must remain in a natural, unaltered state. Lots subject to wetlands have either a retaining wall or wood rail fence locating the approximate boundary of such jurisdiction which shall be maintained by the owner of the Lot and shall not be removed.

**Section 28** – Individual irrigation wells are prohibited on each Lot in Victorian Village Subdivision for as long as the South Santa Rosa Utilities Authority (or its successor) supplies treated waste water to the Subdivision for use in lawn irrigation as provided in the following Article.

**Section 29 – Sidewalks.** Lot owners shall be required to construct a 5-foot wide sidewalk across the front of each lot. Sidewalk shall be located two feet from back of curb extending five feet towards the front property line. Sidewalk shall extend from side property line to opposing side property line. Corner lots shall construct an additional sidewalk along the side street, which shall be located two feet from back of curb extending five feet towards side property line. Sidewalks at corner lots shall be required to extend to curb terminating with a handicap ramp to paving level. Lots 1 – 8 inclusive Block B, 1-6 inclusive Block H and 1-8 inclusive Block G shall be exempt from the provisions of this section.

**Section 30 – Trees.** Lot owners of lots 1-8 inclusive Block A, 1-6 inclusive Block H, lots 2-8 inclusive Block D, lots 2-8 inclusive Block G, shall be required to plant and maintain one canopy tree. Canopy tree shall be defined as in Section 7.01.02M of the Santa Rosa County Land Development Code. A tree shall be located as close as possible to the center

of the front property line of each of the lots and centered between front property line and any required sidewalk.

Lot owners of Corner lots 1, 12, 13, 24 and 25 Block B, lots 6, 7 and 26 Block C, lot 1 Block D, lot 1 Block E, lot 1 Block F, and lot 1 Block G shall be required to plant additional canopy trees along side lot lines. Trees shall be spaced starting twenty-five feet from front property line and spaced no more than fifty feet on center towards rear property line. Side lot lines shall be defined as the longest line of a lot, excepting lot 1 Block E and Lot 2 Block F, which shall be the shortest line of the lot.

Lot owner of lot 3 Block F shall be required two canopy trees spaced fifty feet on center. Trees shall be centered between the required sidewalk and the front property line.

Lot owner of lot 2 Block F shall be required to plant two canopy trees along side lot line and two canopy trees along front lot line. Trees shall be spaced no more than fifty feet on center.

**ARTICLE VIII - LAWN IRRIGATION**


Notice is hereby given by Declarant to all Lot Owners that Declarant has entered into an arrangement with South Santa Rosa Utility (the "Utility") for the benefit of all Lot Owners in Victorian Village, that the Utility will provide to each lot in Victorian Village through irrigation pipes constructed and maintained by the Utility, treated waste water for lawn irrigation purposes, the cost of which will be billed to each Lot Owner as part of the monthly water and sewer bill. In exchange for this service, the Utility requires that a restriction be imposed upon lots in Victorian Village, prohibiting the drilling and installation of private water wells.

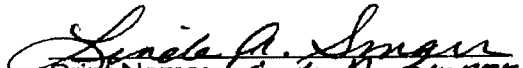
**IN WITNESS WHEREOF**, the Developer has executed this Declaration of Covenants, Conditions and Restrictions, this 31<sup>st</sup> day of October, 2003.

Signed, sealed and delivered in the presence of:

Grande Isle Resorts, Inc.

  
Print Name: Terri S. Noell

By:   
Howard O. Head, President

  
Print Name: Linda H. Smarck

STATE OF FLORIDA  
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of October, 2003, by Howard O. Head as President of Grande Isle Resorts, Inc., a Florida corporation, on behalf of the corporation, who personally appeared before me and is personally known to me or produced \_\_\_\_\_ as identification.

Linda A. Smarr  
Notary Public  
State of Florida

