



## OCEAN HAVEN SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This declaration made this 8<sup>th</sup> day of September, 2003, by William David Harrell and Marcia Barnett Harrell, hereinafter collectively referred to as Declarant as follows:

### RECITALS

- A. Declarant is the owner of certain real property located in Gulf County, Florida, more particularly described as OCEAN HAVEN Subdivision, as recorded in Plat Book 4, Page 47 of the public records of Gulf County, Florida and Declarant desires to provide a means to maintain the beauty of Ocean Haven Subdivision and to ensure high quality standards for the enjoyment of Ocean Haven Subdivision development and to promote environmental, ecological, recreational, health, safety, and social welfare of each owner and occupant of portions of Ocean Haven Subdivision. Declarant desires to subject the property to the covenants, conditions, easements, charges, and liens hereinafter set forth, all of which are for the benefit of Ocean Haven Subdivision and each owner of a portion thereof.
- B. Declarant desires to create a non-profit association with the power and duty of administering and enforcing these protective covenants, conditions, restrictions, and limitations and of maintaining and administering any common property, easements, or utility facilities, as hereinafter created.

## DECLARATION

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

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## ARTICLE 1 - DEFINITIONS

1. **Association** shall mean and refer to Ocean Haven Homeowner's Association, Inc., a non-profit corporation, its successors and assigns.
2. **Articles** shall mean and refer to the Articles of Incorporation of the Association.
3. **Board of Directors** shall mean and refer to the Board of Directors of the Association.
4. **By-laws** shall mean and refer to the By-laws of the Association.
5. **Declarant** shall mean and refer to William David Harrell and Marcia Barnett Harrell, their successors or assigns of any or substantially all of their interest in Ocean Haven Subdivision. The Declarant will also be an owner or member for so long as the Declarant shall be the record owner of any parcel of property in Ocean Haven Subdivision.
6. **Common Properties or common areas** shall mean and refer to those tracts of lands or structures together with any improvements thereon which are deeded to the Association and designated as common properties or common areas. All common properties are to be devoted to and intended for the common use and enjoyment of the members and their guests, lessees or invitees and the visiting general public (to the extent permitted by the Board of Directors of the Association), subject to any operating rules adopted by the Association and subject to any use rights made available by Declarant prior to conveyance of such common properties to the Association.
7. **Declaration** shall mean and refer to this Ocean Haven Subdivision Declaration of Covenants, Conditions, and Restrictions.
8. **Member** shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.
9. **Mortgagee** shall mean any institutional holder of a first mortgage encumbering a portion of the property as security for the performance of an obligation.
10. **Owner** shall mean and refer to the Owner as shown in the public records of Gulf County, Florida, (whether it be one or more persons, firms, associations, corporation or other legal entities) of the fee simple title to any residential lot but shall not mean or refer to a mortgagee who has acquired title pursuant to foreclosure proceedings or in lieu of foreclosure, nor shall the term owner mean or refer to any lessee or tenant of an owner.
11. **Property or properties** shall mean and refer to that certain real property hereinbefore described.
12. **Residential dwelling unit** shall mean and refer to any improved property intended for use as a single family residential dwelling unit.

## ARTICLE 2 - MEMBERSHIP AND VOTING RIGHTS

**Section 1 - Membership.** Every owner of the property, except governmental entities, or owners of properties which are exempt from the payment of assessments shall be a member of the Association, including Declarant, who shall be a member of the Association provided Declarant is the owner of any real property in Ocean Haven Subdivision. Such membership shall be mandatory membership and all members of the Association shall be governed and controlled by the Articles of Incorporation and By-laws in addition to this Declaration.

**Section 2 - Voting Rights.** The Association shall have one type of voting membership. Members shall be all owners, including the Declarant, of residential lots and residential dwelling units and shall be entitled to one vote for each residential lot which such member owns. When any property entitling an owner to membership is owned of record in the name of two or more persons or entities, one and only one of such persons shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine or as the Covenants and Restrictions applicable to such property shall determine, but in no event shall more than one vote be cast with respect to any such property.

### ARTICLE 3 – GOVERNANCE

The Association shall be governed by a Board of Directors consisting of three, five, seven, nine or eleven members as determined by the Board of Directors, to be elected or appointed as provided in the Articles of Incorporation and By-laws of the Association.

### ARTICLE 4 – PROPERTY RIGHTS IN COMMON PROPERTIES

**Section 1 – Common Properties.** Declarant intends to develop Ocean Haven Subdivision substantially in accordance with the preliminary plat plan as amended from time to time on file with the Gulf County Building Department, and reserves the right to review and modify the master plan at its sole option, from time to time, based upon its continuing development and design program. Declarant may add property to the operation of these Covenants. The master plan shall not obligate Declarant (or any other party) to develop such property or prohibit the Declarant (or any other party) from substantially amending such plan by adding additional property or removing property from inclusion within such master plan or terminating such master plan in whole or in part. Subject to the rights of the Declarant with respect to the master plan as specified herein, Declarant intends to convey to the Association certain properties which are designated as common property by the Declarant in the master plan which are to be devoted and intended for the common use and enjoyment of the residential members within Ocean Haven Subdivision, their families, guests tenants, and invitees

**Section 2 – Members Easements of Enjoyment in the Common Properties.** Subject to the provisions of this Declaration, the rules and regulations of the Association, any fees or charges established by the Association, and any prior use rights granted in the common property, every member, their families, and every guest, tenant or invitee of such member shall have a right and easement of enjoyment in and to the common property.

**Section 3 – Title to Common Property.** The Declarant covenants for itself and its successors and assigns, that it shall convey by deed or Bill of Sale, to the Association at no cost to the Association, title to all common property. Said conveyance shall occur not later than the sale of all lots in the Ocean Haven Subdivision.

**Section 4 – Extent of Member's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association, in accordance with its By-laws, to borrow money for the purpose of improving and maintaining the common properties;
- b. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures;
- c. The right of the Association to suspend the rights and easements of enjoyment of any member, lessee, or guest of any member for any period during which the payment of any assessment against the property owned by such member remains delinquent for any period in excess of 45 days or for any infraction of its published rules and regulations without waiver or discharge of the member's obligation to pay the assessment; provided however the Association may not deny a member's right of egress and ingress to his property;
- d. The right of the Association to adopt reasonable rules and regulations pertaining to the use of the common properties and any facilities included therein;
- e. The right of the Association to deny ingress to any person who in the opinion of the Association may create or participate in a disturbance or nuisance on any part of the common properties or any part of any blanket easement created hereunder;

- f. The right of the Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easement or any part of the common properties or any part of any blanket easement created hereunder;
- g. The right of the Association to give or sell all or any part of the common property to any public utility or private utility.
- h. The right of the Declarant or the Association by its Board of Directors to grant easements for ingress and egress over common areas and properties to residential members, their guests, and invitees.

## ARTICLE 5 - COVENANTS & ASSESSMENTS

**Section 1 – Creation of the Lien and personal obligation for assessments.** Each owner of any residential lot as a member of the Association, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association:

- a. Annual assessments or charges; and/or
- b. Special assessments or charges for the purposes set forth in this Article, such assessment to be fixed, established, and collected from time to time as hereinafter provided.

The Annual or Special Assessments together with such interest thereon and cost of collection as hereinafter provided, shall be a charge and continuing lien upon the real property and improvements against which such assessments are made; provided however, that no lien shall be established or created under this Declaration against any property owned by the Declarant. Each such assessment, together with such interest and cost of collection shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In case of co-ownership, all such co-owners shall be jointly and severally liable for the entire amount of the assessment.

**Section 2 – Purpose of Assessment.** The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, management, operation, and protection of the common utilities, easements, and common properties and to provide any of the functions of services of the Association as hereinafter authorized.

**Section 3 – Basis of Assessment.** The annual assessment shall be levied annually by the Board of Directors commencing on January 1, 2004. The Board of Directors, by majority vote, shall fix the annual assessment in accordance with the provisions of this section at a level as may be necessary to meet the important and essential functions of the Association and the anticipated expenditures as reflected in the budget. If the Board of Directors shall levy an amount less than required during such year, the Board may, by majority vote, levy a supplemental assessment. The per lot annual and/or special assessment will be equal to the total amount to be assessed for the fiscal year, divided by the total number of lots. The annual assessment shall be billed annually, quarterly, or monthly as determined by the Board of Directors of the Association. All assessment bills shall be due and payable not more than 45 days from the mailing of the same. The initial assessment to be established effective January 1, 2004, shall not exceed \$150 annually. Thereafter such regular annual assessment may increase in such amounts as determined by the Association as provided hereunder

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**Section 4 – Special Assessments for Improvement and Additions.** In addition to regular annual assessment authorized by Section 3 hereof, the Board of Directors may levy special assessments for the following purposes:

- a. Construction, reconstruction, repair, or replacement of capital improvements upon the common property and easements including walking paths and beach access walkover.
- b. To repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loans shall be made in the year of such assessment or any prior year.

**Section 5 – Duties of the Board of Directors.** The Board of Directors of the Association shall fix the amount of the annual assessment against each residential lot at the time of the adoption of the annual budget of such assessment. The Association shall, upon demand, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid.

**Section 6 – Effect on non-payment of assessment.** If the assessment is not paid on or before the past due date specified above, then such assessment shall become delinquent. If the assessment is not paid within 45 days after the due date, the Association may bring an action at law against the owner personally and may proceed to enforce the lien created hereby by foreclosing or by any other proceeding in equity or at law. There shall be added to the amount of such assessment and the amount secured by such lien, the cost to prepare the filing of the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment at the highest legal rate and a reasonable attorney's fee together with the cost of the action.

**Section 7 – Subordination of Lien to Mortgages.** The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage now existing or hereinafter placed on the property subject to the assessment. In the event a creditor acquires title to property pursuant to foreclosure or any other proceed or a deed in lieu of foreclosure, said creditor shall not be subject to past due assessments. Such sale or transfer shall not relieve such creditor from liability for any assessments accruing after title has been acquired.

**Section 8 – Exempt property.** Any property granted or conveyed to any private utility company shall be exempt from any assessment, charge, and lien created herein.

**Section 9 – Annual Statements.** The President, Treasurer, or other such officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenue and expenses, which shall be made available upon request to each member of the Association.

**Section 10 – Annual Budget.** The Board of Directors shall prepare and make available to all members at least sixty days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year.

## ARTICLE 6 – FUNCTIONS OF ASSOCIATION

**Section 1 – Functions and Services of the Association.** The Association shall provide the following services to its members:

- a. Maintenance of all common properties and improvements located thereon and other such easements as the Association may be obligated to maintain;
- b. Administrative services including legal, accounting, and financial;
- c. Provide liability and hazard insurance covering the common properties and other such easements as the Association may be obligated to maintain.

**Section 2 – Ownership and Maintenance of Common Property.** The Association shall be authorized to own and/or maintain common property and other improvements as may be necessary in the opinion of the Board of Directors to provide the services and functions of the Association as set forth above.

**Section 3 – Management.** The Board of Directors shall have the right to designate such party as Board of Directors shall select to act as Manager to provide or cause to be provided, the services for which assessments are made as set forth in this article. Any such manager shall be entitled to a reasonable fee for the provision of such services which fee shall be part of the annual assessment as set forth herein.

## ARTICLE 7 – ARCHITECTURAL CONTROL

**Section 1 – Architectural Review.** No building, wall, fence, swimming pool, or other structure or facility of any kind or nature shall be commenced, erected or maintained upon the property nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, and compatibility of the external design and location, with the surrounding structures and topography, are approved by the Association's Architectural Review Board. This paragraph does not apply to any property utilized by any private or public utility. The Architectural Review Board shall be composed of those persons as described in the By-laws of the Association.

**Section 2 – Procedure.** Plans to be submitted for approval to the Architectural Review Board shall include:

- a. Construction plans and specifications, including all proposed landscaping;
- b. An elevation or rendering of proposed improvements;
- c. Such other items as the Architectural Review Board may deem appropriate.

The Architectural Review Board shall indicate approval or disapproval of the matters required to be acted upon by them in writing and served upon the owner personally or be certified mail indicating the proposed building or structure and the reasons for any disapproval. If the Architectural Review Board fails or refuses to approve or disapprove plans within 30 days after submission of all requested plans and specifications, then it shall be conclusively presumed that the plans as submitted to the Architectural Review Board have been approved.

## ARTICLE 8 – USE AND DEVELOPMENT RESTRICTIONS

**Section 1 – Residential Use.** Each residential lot shall be used, improved, and devoted exclusively to single family residential use and for no commercial use. No time-share ownership of residential lots is permitted. Nothing herein shall be deemed to prevent the owner from leasing a residence subject to all the provisions of this Declaration.

**Section 2 – Residential Size Requirements.** All single family residences shall be constructed in accordance with the Residential Building Code of Gulf County, Florida, and shall have a minimum of 1600 square feet of living area (heated and cooled) exclusive of decks, porches, garages, or detached utility buildings.

**Section 3 – Height Restrictions.** The height of any residential single family residence shall not exceed limitations set by Gulf County, Florida or three habitable floors, whichever is more restrictive.



**Section 4 – Pilings and exterior wood.** Any and all pilings shall be constructed of precast concrete – no wood pilings shall be allowed. No unfinished wood shall be allowed (except for decking surface) – all exterior wood must be painted or stained. This prior statement does not apply to ground-erected fences, screens, or shower enclosures. Plywood, plywood products, pressed wood, fiber board or similar products shall not be allowed as an exterior finish. All buildings shall be completed and in a neat and attractive manner before being occupied.

**Section 5 – Roofing.** The roof pitch shall be a minimum of 4 inches in 12 inches. Roof eave overhangs shall not be less than 16 inches at drip line and not less than 8 inches at rake.

**Section 6 – Trees and clear-cutting.** To the extent possible, no Pine tree, Oak tree, or Palm tree of a diameter of six inches or greater shall be removed from the property. To the extent possible, existing vegetation shall be maintained. Prior to the acceptance of building plans by the Architectural Review Board, house sighting shall be approved by the Architectural Review Board. Clear-cutting shall be kept to a minimum and is approved only to accommodate a structure footprint, septic system, and entrance drive. No common property on the subdivision plan shall be used for septic drainfields. It is the intent of these guidelines to preserve as much of the existing natural buffers as possible.

**Section 7 – Underground services.** All cables, wires, or conduits necessary for transmission of electrical power, telephone services, television cable service, internet services, or any other similar service shall be underground service only, and no overhead cable or lines for such purposes shall be erected or permitted to exist upon the property. The owner of each lot shall provide conduit equivalent to the applicable utility company's specifications for the installation of underground service to the dwelling.

**Section 8 – Property Vehicular Entrances.** To minimize the number of curb cuts, damage to vegetation, and excessive grade alterations, each lot shall be limited to one vehicular entrance over and across the right-of-way of State Road C30E and Haven Road, which shall be jointly shared with a neighboring property and be developed in accordance with standards established by the Architectural Review Board. Vehicular access points are indicated on the Subdivision Development plan. Construction of the entrance driveway and maintenance are the responsibility of the individual property owner. Driveways shall be constructed of materials and of a design approved by the Architectural Review Board.

**Section 9 – Maintenance.** Maintenance, upkeep, and repair of the interior and exterior of each home constructed upon each lot shall be the sole responsibility of the owner of each individual lot.

**Section 10 – Signs.** All signage exhibited on individual properties shall be limited to no more than 5 square feet each and shall be of a style, placement, and mounting as determined by the Architectural Review Board. There shall be no more than two signs on any property at any time. Signage shall be limited to property rental or property sales for the individual property. No advertisement signage shall be permitted.

**Section 11 – Excavation or fill.** No general fill except as necessary for building structure footprint, septic system, or driveway shall be permitted. No excavation of stone, gravel, or earth (including top soil) shall be made on any lot except with the written consent of the Architectural Review Board. No change in the elevation of any lot will be made without protecting the adjoining property against changes in the surface water drainage caused by such changes in elevation and without the consent of the Architectural Review Board. During any construction phase which disturbs vegetation or ground contour, silt fences shall be erected and maintained to prevent excessive run-off on neighboring properties.

**Section 12 – Lot Resubdivision.** No residential lot shall be further divided or separated into smaller lots.

**Section 13 – Nuisances: other improper use.** No nuisance shall be permitted to exist on any residential lot or other common property so as to be detrimental to any other lot in the vicinity thereof or to its occupants, or to the common property.



**Section 14 – Pets.** No animals, livestock, or poultry shall be permitted within the property except for common household pets. All pets must be held or kept leashed or otherwise appropriately restrained at all times when they are on common property or easements.

**Section 15 – Garbage and Trash Containers.** All garbage and trash containers must be placed and maintained in accordance with the rules and regulations adopted by the Board of Directors of the Association.

**Section 16 – Temporary Structures.** No structure of a temporary character including, without limitation, any trailer, tent, shack, barn, shed, or other out-building shall be permitted on any parcel at any time. Construction trailers shall be allowed for six months during construction phase only and shall not be inhabited.

**Section 17 – Fences.** The use of fences, walls, and other forms of visual screens throughout the property shall be subject to the prior written approval of the Architectural Review Board for placement and design and shall be immediately adjacent to the residence so as not to necessarily or unduly restrict the view of others. No fence shall exceed six feet in height.

**Section 18 – Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the property except for ordinary household use in strict compliance with applicable rules and regulations.

**Section 19 – Ability to rent dwellings.** Residential dwellings may be rented subject only to rules and regulations established by the Association. All leases or rental agreements pertaining to a lot shall be in writing and shall specifically subject the Lessee to the requirements of this Declaration and to all rules and regulations which have been properly promulgated. Owners and their agents who rent homes in subdivision are required to inform renters to secure all garbage cans and garbage from blowing and to insure sufficient garbage containers are available depending on the number of persons who will occupy unit.

**Section 20 – Fuel Storage.** No fuel or gas storage tanks shall be erected, placed, or permitted on any part of any lot except propane gas tank which shall be buried or screened from view in a manner approved by the Architectural Review Board.

**Section 21 – Insurance.** Nothing shall be done or kept on any lot or common area which will increase the rate of insurance for the property including lot and/or dwellings, or the contents thereof, applicable for residential use, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his dwelling or otherwise on his lot or common area which will result in cancellation of insurance on the property, or the contents thereof, or which would be in violation of any law.

**Section 22 – Vehicles.** Motorized vehicles shall be operated only on designated streets and driveways. This prohibition shall not apply to the temporary operation of commercial trucks or vehicles used during construction.

**Section 23 – Allowed Construction.** All residences and outbuildings shall be of conventional construction. Prefabricated or manufactured structures shall not be allowed. To the extent possible, outbuildings shall match the residence in design, material, and appearance. House types not allowed include domes and low roof pitch structures.

**Section 24 – General Use.** No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the property, shall be complied with, by and at the sole expense of owner or the Association, whichever shall have the obligation to maintain or repair such portion of the property. No waste will be committed on the common property or easement areas.

## ARTICLE 9 – UTILITY AND OTHER EASEMENTS

**Section 1 – Utility Easements.** In addition to those easements shown on the official plat, the Declarant hereby reserves a blanket easement for the benefit of the Declarant or their designees, upon, across, over, through, under any portion of the property for installation, replacement, repair, and maintenance of all utility and service lines and irrigation systems.

**Section 2 – Declarant's easement to correct drainage.** Declarant hereby reserves a blanket easement and right on, over, and under the ground within the property (excepting completed structures) to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standard of health, safety, and appearance. Said easement may be assigned to the Association.

## ARTICLE 10 – TAXES AND OTHER CHARGES

In the event the Association fails to pay, when due, taxes assessed against the common property, then any one or more of said members or mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such persons for such payments and until paid the same shall constitute a lien upon the common property in favor of the party or parties, entity or entities, paying the same, which said lien may be enforced in a court of competent jurisdiction of the state of Florida in any manner as a judgment lien may be enforced.

## ARTICLE 11 – GENERAL PROVISIONS

**Section 1 – Duration.** The Covenants and restrictions of this Declaration shall run with and bind the property, and shall enure to the benefit of and be enforceable by the Association, the Declarant, or the owner of any property, their respective legal representatives, heirs, successors, and assigns for a period of thirty years from the date this Declaration is recorded. Upon expiration of said thirty-year period, this Declaration may be extended for successive additional periods if three-fourths of the votes cast at a duly held meeting of the Association vote in favor of extending this Declaration. The length of such extension shall be established by such vote.

**Section 2 – Amendments.** The Declarant specifically reserves the right to amend Declaration or any portion hereof, on its own motion, from the date hereof until December 31, 2004, so long as the voting power of existing members is not diluted thereby, nor the amounts of assessments of such existing members changed except by which may be expressed or provided for herein in any manner which would adversely affect such members. All proposed amendments shall be submitted to a vote of the members at a duly called meeting of the Association after proper notice and any such proposed amendment shall be deemed approved if fifty-one percent of the votes cast at such meeting vote in favor of such proposed amendment.

**Section 3 – Notices.** Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent and notice hereby given when mailed with the proper postage affixed to the address appearing on the Association's membership list. Notice to one or two or more co-owners or co-tenants to any property shall constitute notice to all co-owners.

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**Section 4 – Enforcement.** Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision, either to restrain violation or to recover damages and against the land to enforce any lien created hereby; and failure by the Association or any member of or the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

**Section 5 – Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration, the Declarant shall not be liable to an owner or any person an account of any claim, liability, damage or expense suffered or incurred by or threatened against or an owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents, or required approvals whether given, granted, or withheld.

**Section 6 – Severability.** Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be invalid or unenforceable, for any reason, by the adjudication of any court or other authority, having jurisdiction over the parties, such judgment shall not effect the other provisions hereof.

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Witness

Print name

Kristy Lee  
Kristy Lee

William David Harrell  
William David Harrell

Witness

Print name

Marcia Barnett Harrell  
Marcia Barnett Harrell

*By a said Harrell  
in atty in fact.*



STATE OF FLORIDA  
COUNTY OF GULF

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM DAVID HARRELL AND MARCIA BARNETT HARRELL, as Declarant of Ocean Haven Subdivision, personally know or who produced personally known as identification to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purpose herein described.

WITNESS my hand and official seal this 8<sup>th</sup> day of September, 2003.



Kristy M. Lee  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
 CHARLES A. COSTIN, Esquire  
 413 Williams Avenue  
 Port St. Joe, Florida 32456

Inst:0020049040 Date:12/29/2004 Time:13:56  
PK DC,Doug C Birmingham,GULF County B:362 P:486

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND  
 RESTRICTIONS FOR OCEAN HAVEN SUBDIVISION**

THIS FIRST AMENDMENT to Ocean Haven Subdivision Declaration of Covenants and Restrictions made this 3rd day of December, 2004 by and between WILLIAM DAVID HARRELL and MARCIA BARNETT HARRELL (hereinafter collectively referred to as Declarant).

**WITNESSETH**

WHEREAS, Declarant has previously filed Ocean Haven Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 320 at Pages 835-845 of the public records of Gulf County, Florida.

WHEREAS, Declarant desires herein to amend Article 7 (Architectural Control) and Article 8 (Use and Development Restrictions). The remaining Articles shall remain unchanged and in full force and effect. Said Amendments to Article 7 and Article 8 are hereby declared as follows:

**ARTICLE 7 - ARCHITECTURAL CONTROL**

**Section 1 - Architectural Review.** No building, wall, fence, swimming pool, or other structure or facility of any kind or nature shall be commenced, erected or maintained upon the property nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, and compatibility of the external design and location, with the surrounding structures and topography, are approved by the Association's Architectural Review Board (ARB). The ARB may, through its architectural review process, disapprove any proposed construction for purely aesthetic or compatibility reasons. This paragraph does not apply to any property utilized by any private or public utility. The Architectural Review Board shall be composed of those persons as described in the By-laws of the Association.

In an effort to keep property values commensurate with like properties in the vicinity and enhance the built environment of Ocean Haven, it is desired that the Association's ARB promote an architectural aesthetic style commonly referred to as "Historic Coastal Florida". Components of this style include the following:

- a. First floor ceiling heights to be a minimum of nine feet;
- b. Windows to be predominantly vertical, rectangular double-hungs;
- c. Walk-up porches and verandas;

- d. Exterior trim to be a minimum of 4 inches (nominal) at doors, windows and corners;
- e. Guardrails to have top and bottom rails and predominantly vertical pickets;
- f. Center-peaked main roof ridge;
- g. Clear window and door glass;
- h. Bi-parting operable window shutters or Bahama shutters on majority of windows;
- i. Wide stiles for doors with windows;
- j. Window and door light dividers.

Acceptable designs shall exhibit as many of the above features as possible to ensure approval by the ARB. Components a through g are required. Components h through j are recommended.

**Section 2 – Submission Procedures.** Plans to be submitted for approval to the Architectural Review Board shall include:

- a. Three copies of construction plans and specifications, including all proposed landscaping;
- b. An elevation or rendering of proposed improvements;
- c. Proposed construction schedule endorsed by the Owner's contractor in time-lapse fashion commencing with the date of Building Permit;
- d. Such other items as the Architectural Review Board may deem appropriate.
- e. Review fee as determined by the ARB up to \$300.00.

The Architectural Review Board shall indicate approval or disapproval of the matters required to be acted upon by them in writing and served upon the owner personally or by certified mail indicating the proposed building or structure and the reasons for any disapproval. If the Architectural Review Board fails or refuses to approve or disapprove plans within 30 days after receipt by the Architectural Review Board of all requested plans and specifications, then it shall be conclusively presumed that the plans as submitted to the Architectural Review Board have been approved.

No site clearing, material deliveries or construction activities may begin without first obtaining a design approval from the ARB and a Gulf County Building Permit.

When construction of a Residence has commenced, the work must be pursued diligently and

continuously and must be completed within a period of twelve (12) months from the issuance of Gulf County Building Permit. Any request for time extension must be made in writing to the ARB and shall indicate the reason(s) for failure to complete the project on time and the revised completion date.

#### ARTICLE 8 - USE AND DEVELOPMENT RESTRICTIONS

**Section 1 - Residential Use.** Each residential lot shall be used, improved, and devoted exclusively to single family residential use and for no commercial use. No time-share ownership of residential lots is permitted. Nothing herein shall be deemed to prevent the owner from leasing a residence subject to all the provisions of this Declaration. No structures of any kind shall be erected, altered, placed, or permitted to remain on any of the platted lots other than a main residence, a guest cottage, a garage or storage shed, and a pool house. Only one of the structures can exceed a footprint of 600 square feet.

**Section 2 - Residential Size Requirements.** All single family residences shall be constructed in accordance with the Residential Building Code of Gulf County, Florida, and shall have a minimum of 1600 square feet of living area (heated and cooled) exclusive of decks, porches, garages, or detached utility buildings.

**Section 3 - Height Restrictions.** The height of any residential single family residence shall not exceed limitations set by Gulf County, Florida or three habitable floors, whichever is more restrictive. All main habitable floors shall be elevated above grade on a crawl space, carport or garage.

**Section 4 - Pilings and exterior wood.** Any and all pilings shall be constructed of pre-stressed concrete - no wood pilings shall be allowed. No unfinished wood shall be allowed (except for decking surface) - all exterior wood must be painted or stained. This prior statement does not apply to ground-erected fences, screens, or shower enclosures. All pilings shall be painted.

**Section 5 - Exterior.** Permissible exterior building materials include painted or stained wood lap, board-and-batten or shingle siding or cement board lap, board-and-batten or shingle siding. Stucco finish, vinyl siding, plywood, plywood products, pressed wood, fiber board or similar products shall not be allowed as an exterior finish. All buildings shall be completed and in a neat and attractive manner before being occupied.

**Section 6 - Roofing.** The primary roof pitch shall be a minimum of 4 inches in 12 inches. Roof eave overhangs shall not be less than 24 inches at drip line and not less than 8 inches at rake. Acceptable roof materials include seam or corrugated metal of a silver color. Clay or concrete tile, asphalt or composition shingles shall not be permitted. Roof eaves shall be open with exposed rafter tails. Rafter tails shall be a minimum of 2 x 6.

**Section 7 - Trees and clear-cutting.** To the extent possible, no Pine tree, Oak tree, or Palm tree of a diameter of six inches or greater shall be removed from the property. To the extent possible, existing



vegetation shall be maintained. Prior to the acceptance of building plans by the Architectural Review Board, house siting shall be approved by the Architectural Review Board. Clear-cutting shall be kept to a minimum and is approved only to accommodate a structure footprint, septic system, and entrance drive. No common property on the subdivision plan shall be used for septic drain fields. It is the intent of these guidelines to preserve as much of the existing natural buffers as possible.

**Section 8 - Underground services.** All cables, wires, or conduits necessary for transmission of electrical power, telephone services, television cable service, internet services, or any other similar service shall be underground service only, and no overhead cable or lines for such purposes shall be erected or permitted to exist upon the property. The owner of each lot shall provide conduit equivalent to the applicable utility company's specifications for the installation of underground service to the dwelling.

**Section 9 - Property Vehicular Entrances.** To minimize the number of curb cuts, damage to vegetation, and excessive grade alterations, each lot shall be limited to one vehicular entrance over and across the right-of-way of State Road C30E and Haven Road, which shall be jointly shared with a neighboring property and be developed in accordance with standards established by the Architectural Review Board. Vehicular access points are indicated on the Subdivision Development plan. Construction of the entrance driveway and maintenance are the responsibility of the individual property owner. Driveways shall be constructed of materials and of a design approved by the Architectural Review Board.

Each lot owner shall contribute equally to the cost of construction and maintenance of the right-of-way apron/curb-cut situated on state and/or county property which is commonly used by said lot owner with the adjoining owner. Said obligation is personal to the lot owner and is enforceable by the Developers and/or any adjoining lot owner and the Gulf County Court of applicable jurisdiction. Said cost shall be due and payable within thirty (30) days after completion of the installation of the right-of-way apron/curb-cuts.

**Section 10 - Maintenance.** Maintenance, upkeep, and repair of the interior and exterior of each home constructed upon each lot shall be the sole responsibility of the owner of each individual lot.

**Section 11 - Signs.** All signage exhibited on individual properties shall be limited to no more than 5 square feet each and shall be of a style, placement, and mounting as determined by the Architectural Review Board. There shall be no more than two signs on any property at any time. Signage shall be limited to property rental or property sales for the individual property. No advertisement signage shall be permitted.

**Section 12 - Excavation or Fill.** No general fill except as necessary for building structure footprint, septic system, or driveway shall be permitted. No excavation of stone, gravel, or earth (including top soil) shall be made on any lot except with the written consent of the Architectural Review Board. No change in the elevation of any lot will be made without protecting the adjoining property against changes in the surface water drainage caused by such changes in elevation and without the consent of the Architectural Review Board. During any construction phase which disturbs vegetation or ground contour, silt fences shall be erected and maintained to prevent excessive run-off on neighboring



properties.

**Section 13 - Lot Re-subdivision.** No residential lot shall be further divided or separated into smaller lots.

**Section 14 - Nuisances: other improper use.** No nuisance shall be permitted to exist on any residential lot or other common property so as to be detrimental to any other lot in the vicinity thereof or to its occupants, or to the common property.

**Section 15- Pets.** No animals, livestock, or poultry shall be permitted within the property except for common household pets. All pets must be held or kept leashed or otherwise appropriately restrained at all times when they are on common property or easements.

**Section 16 - Garbage and Trash Containers.** All garbage and trash containers must be placed and maintained in accordance with the rules and regulations adopted by the Board of Directors of the Association.

**Section 17 - Temporary Structures.** No structure of a temporary character including, without limitation, any trailer, tent, shack, barn, shed, or other out-building shall be permitted on any parcel at any time. Construction trailers shall be allowed for six months during construction phase only and shall not be inhabited.

**Section 18 - Fences.** The use of fences, walls, and other forms of visual screens throughout the property shall be subject to the prior written approval of the Architectural Review Board for placement and design and shall be immediately adjacent to the residence so as not to necessarily or unduly restrict the view of others. No fence shall exceed six feet in height. All outside mechanical equipment shall be screened from view by fences, walls or shrubbery.

**Section 19 - Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the property except for ordinary household use in strict compliance with applicable rules and regulations.

**Section 20 - Ability to rent dwellings.** Residential dwellings may be rented subject only to rules and regulations established by the Association. All leases or rental agreements pertaining to a lot shall be in writing and shall specifically subject the Lessee to the requirements of this Declaration and to all rules and regulations which have been properly promulgated. Owners and their agents who rent homes in subdivision are required to inform renters to secure all garbage cans and garbage from blowing and to insure sufficient garbage containers are available depending on the number of persons who will occupy unit.

**Section 21 - Fuel Storage.** No fuel or gas storage tanks shall be erected, placed, or permitted on any part of any lot except propane gas tank which shall be buried or screened from view in a manner approved by the Architectural Review Board.

**Section 22 - Exterior Lighting.** Exterior lighting shall be designed to not be intrusive to adjacent properties. Pole lights are not permitted.

**Section 23 - Insurance.** Nothing shall be done or kept on any lot or common area which will increase the rate of insurance for the property including lot and/or dwellings, or the contents thereof, applicable for residential use, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his dwelling or otherwise on his lot or common area which will result in cancellation of insurance on the property, or the contents thereof, or which would be in violation of any law.

**Section 24-Vehicles.** Motorized vehicles shall be operated only on designated streets and driveways. This prohibition shall not apply to the temporary operation of commercial trucks or vehicles used during construction.

**Section 25-Allowed Construction.** All residences and outbuildings shall be of conventional construction. Prefabricated or manufactured structures shall not be allowed. To the extent possible, outbuildings shall match the residence in design, material, and appearance. House-types not allowed include domes and low roof pitch structures.

**Section 26 - Antennae and Dishes.** No antenna shall be ground mounted or shall extend more than 36 inches above roof ridge. Satellite reception dishes shall be no more than 24 inches in diameter.

**Section 27 - Sanitary Sewer.** All structures with sanitary facilities are required to be connected to the public sanitary sewer facility except those permitted prior to availability of the public system. Any abandoned septic tank shall be closed and cleaned up in accordance with State law.

**Section 28 - General Use.** No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the property, shall be complied with, by and at the sole expense of owner or the Association, whichever shall have the obligation to maintain or repair such portion of the property. No waste will be committed on the common property or easement areas.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Inst:0020049040 Date:12/29/2004 Time:13:56  
OK DC,Doug C Birmingham,GULF County B:362 P:491

Lebanon Lapman  
Witness

Swain  
Witness

William David Harrell  
WILLIAM DAVID HARRELL

492

Lebanon Lapman  
Witness

Swain  
Witness

Marcia Barnett Harrell  
MARCIA BARNETT HARRELL



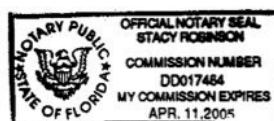
State of Florida  
County of Gulf Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **WILLIAM DAVID HARRELL**, who produced the following identification: Personally Known, to me known to be the persons described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of December, 2004.

Stacy Robinson  
Notary Public  
My Commission Expires:  
Commission No.:

State of Florida  
County of Palm Beach



I HEREBY CERTIFY that on this day, before me, an officer duly authorized

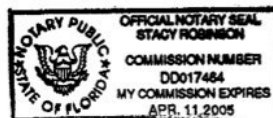
Inst:0020049040 Date:12/29/2004 Time:13:56  
OK DC,Doug C Birmingham,GULF County B:362 P:492

492

in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **MARCIA BARNETT HARRELL**, who produced the following identification: personally known to me known to be the persons described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of December, 2004.

Stacy Robinson  
Notary Public  
My Commission Expires:  
Commission No.:



THIS INSTRUMENT PREPARED BY:

CHARLES A. COSTIN, Esquire

413 Williams Avenue

Port St. Joe, Florida 32456



Inst:201323002434 Date:6/7/2013 Time:2:10 PM  
RC, Rebecca L. Norris, Gulf County B:538 P:671

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR OCEAN HAVEN SUBDIVISION**

THIS SECOND AMENDMENT to Ocean Haven Subdivision Declaration of Covenants and Restrictions made this 23<sup>rd</sup> day of May, 2013 by and between WILLIAM DAVID HARRELL and MARCIA BARNETT HARRELL (hereinafter collectively referred to as Declarant).

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

WHEREAS, Declarant has previously filed Ocean Haven Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 320 at Pages 835-845, and the First Amendment to Declaration of Covenants and Restrictions for Ocean Haven recorded in Official Record Book 362, at Page 486 of the Public Records of Gulf County, Florida.

WHEREAS, Declarant desires herein to amend Article 7 Architectural Control, Section 2-Submission Procedures by amending subparagraph (e) and adding subparagraphs (f) and (g). The remaining Articles shall remain unchanged and in full force and effect. Said Amendments to Article 7 Architectural Control, Section 2-Submission Procedures 8 are hereby declared as follows:

**ARTICLE 7 - ARCHITECTURAL CONTROL**

**Section 2 – Submission Procedures.** Plans to be submitted for approval to the Architectural Review Board shall include:

- a. Three copies of construction plans and specifications, including all proposed landscaping;
- b. An elevation or rendering of proposed improvements;
- c. Proposed construction schedule endorsed by the Owner's contractor in time-lapse fashion commencing with the date of Building Permit;
- d. Such other items as the Architectural Review Board may deem appropriate.
- e. Non-refundable Review Fee as determined by the ARB up to \$600.00.
- f. Non-refundable review fee as determined by the Architectural Review Board for modifications to existing structures or plans up to \$300.00

- g. Upon approval of the Applicant's plans, and prior to commencement of construction activities, a compliance deposit in an amount to be determined by the ARB up to \$1,500.00 may be assessed and collected. The Deposit shall be refunded to the applicant upon satisfactory completion of construction in accordance with the plans, specifications, and design submittals and final acceptance by the ARB. Deposits may be forfeited in whole or in part for non-compliance. Retention of the deposit shall not prevent the Association or ARB from seeking injunctive relief or from recovering damages in a court of law.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Suzanne Manning  
Witness

William David Harrell  
WILLIAM DAVID HARRELL

Pamela M. Linn  
Witness

Suzanne Manning  
Witness

Marcia Barnett Harrell  
MARCIA BARNETT HARRELL

Pamela M. Linn  
Witness

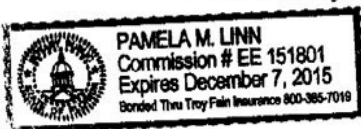


State of Florida  
County of PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **WILLIAM DAVID HARRELL and MARCIA BARNETT HARRELL**, who produced the following identification: FL Drivers License, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this

23rd of May, 2013.



Pamela M. Linn  
Pamela M. Linn