

\$171.50

**Declaration of
Covenants, Conditions and Restrictions
of Hidden Valley**

THIS DECLARATION, made on the date hereinafter set forth by
HIDDEN VALLEY CRESTVIEW, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Okaloosa County, Florida, which is more particularly described as:

Hidden Valley – Phase One Plat as recorded in Plat Book 25, Page 43-44, of the Public Records of Okaloosa County and subsequent Phases yet to be recorded.

WHEREAS, the Declarant has heretofore caused to be recorded a Plat of Hidden Valley – Phase One, said Plat recorded in Plat Book 25, Page 43-44, of the Public Records of Okaloosa County, Florida.

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS.

Section 1. "Association" shall mean and refer to Hidden Valley Homeowners Association, a Florida not for Profit Corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area shall include entranceway improvements, drainage or storm water structure, swale, roadways, sidewalks,

drainage basin, or drainage system for which the Association shall have maintenance responsibility pursuant to any agreement with Okaloosa County, the State of Florida or The United States Government Corp of Engineers.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Hidden Valley Crestview, LLC, its successors and assigns. The rights and privilege of the Declarant as set forth in this document shall continue as long as Class B membership exists.

ARTICLE II. PROPERTY RIGHTS.

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 of 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 the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and to no other persons or entities.

ARTICLE III. OWNERS ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot. The shares of members in the funds, assets and property rights of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot.

Section 2. Voting Rights. The Association shall have two classes of voting members as follows:

- (a) Class A. Class A Members shall be all Owners of Lots other than the Declarant, or its assignee while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned.

(b) Class B. The Class B Member shall be the Declarant who shall be entitled to twenty (20) votes for each Lot owned. The Class B membership shall end and be converted to Class A within ninety (90) days from the first to occur of the following events:

- (i) Following all Lots have been conveyed from Declarant to Others;
- (ii) Seven years following conveyance of the first Lot to others; or
- (iii) The Declarant chooses to become a Class A Member.

Section 3. Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be members. There shall be one vote for each Lot which shall be determined and exercised as set forth in the By-Laws of the Association.

Section 4. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of record owners is specifically required by the Declaration.

Section 5. Operation of the Association. The Association shall be governed by the provisions of its Articles of Incorporation and By-Laws. The Association shall have the powers enumerated in the By-Laws and such other powers as necessary and incidental to operate the Association and carry out the duties and responsibilities of the Association.

Section 6. Duties of the Association. It shall be the duty and obligation of the Association to (a) keep the Common Area and all associated infrastructure in a first class condition; (b) maintain and operate the Property and the Association pursuant to this Declaration and the By-Laws of the Association.

Section 7. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair, the Association shall not be liable to Owner for injury or damage, other than the cost of maintenance and repair, caused by any latent conditions of the Property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall

be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements (3) special individual lot assessments as specified in Article IX, Section 2. Such assessments to be established and collected as hereinafter provided. 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 such assessment is made. Each such assessment, together with interest, costs, 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 not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the administration, improvement, maintenance of the Common Area, Insurance and ad valorem real property taxes levied on said common areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be one hundred dollars (\$100.00) per single family lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a majority vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a majority vote of the membership, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of 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 30 days nor more than 60 days in advance of the meeting. At such a meeting, a majority presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all single family residence lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day following conveyance of Title from the Declarant to an individual lot owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association may bring an action against the property to foreclose its lien against it, and may upon judgment take possession thereof. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 or any proceeding in lieu thereof shall extinguish the lien of such assessments 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 10. Exemptions from Assessments. Exemptions from assessments notwithstanding any of the provision of this Declaration, the Declarant shall be

exempt from all assessments and capital contributions for so long as any of said entities own lots.

Section 11. Initial Capital Contribution. In addition to the assessments set forth herein, upon every transfer of a lot, the transferee shall pay (with the exception as noted in Article 4 Paragraph 10) a capital contribution fee in the amount of \$350.00 and with subsequent conveyance.

ARTICLE V. NEW CONSTRUCTION.

Section 1. During construction of a home 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 (1) 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 Lot. Any damage to adjacent property caused by construction is the responsibility of the Lot Owner who is doing the construction.

Section 2. Construction deposit. At the time of final approval of submitted construction plans for approval in accordance with Article 5, each Lot Owner shall deposit with the Association, a Construction Deposit of Five Hundred Dollars (\$500.00). The deposit shall ensure construction and development in accordance with the approved plans and specifications and shall apply against any damage attributable to construction activity on the Lot, adjoining Lots, or upon the common areas, including any damage resulting from travel to and from the Lot. Should the Owner fail to complete construction within one year as required by Section 4.06 (a) above, the Lot Owner shall be required to pay an additional construction deposit of One Thousand Dollars (\$1,000.00) to be non-refundable and paid into any association reserve account with the remaining portion to be escrowed for damages as previously set forth above. Such additional construction deposit shall be enforceable as an individual lot assessment.

Section 3. Reconstruction or Renovations. Following completion of construction, an Owner of a Lot may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior appearance of his building, including driveways and parking areas, nor make any additions to the exterior of his or her building without payment of a review fee as set by the Board and without the prior written approval of the Architectural Review Committee, its agents or assigns, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or better quality as originally installed.

Section 4. Owners shall be jointly and severally liable with their contractors for any damage to common areas, roadways, easements, swales, adjoining property or lots in connection by construction activities on their lot.

ARTICLE VI. ARCHITECTURAL REVIEW

Section 1. Architectural Control. No construction, modification, alteration or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any building 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 Committee. Modifications subject to approval specifically include, but are not limited to, painting or other alteration of the exterior appearance of a building (including doors, windows and roof), installation of antennas, satellite dishes or receivers, solar panels or other devices, construction of fountains, swimming pools, whirlpools, or other pools, construction of privacy walls or other fences, additions of awnings, gates, flower boxes, shelves, statutes, or other outdoor ornamentation, patterned or brightly colored window covering, any alteration of the landscaping or topography of the Lot, including without limitation any cutting or removal of trees, planting or removal of plants and similar features of the Lot and all other modifications, alterations or improvements visible from the street or other Lots.

Section 2. Architectural Review Committee. The Architectural Review Committee shall be appointed by the Declarant until the Transition Date and thereafter be a standing committee of the Association which shall be constituted pursuant to the By-Laws of the Association.

Section 3. Approved Plans. All construction, modification, alteration and improvement of any nature whatsoever conducted on any lot must be in accordance with the set of plans which has been approved by the Architectural Review Committee for that Lot.

Section 4. Review Procedure

- (a) Conceptual Plan Submittal. Preliminary plans shall be submitted to the Architectural Review Committee for conceptual approval prior to the required final approval as outlined below. Such conceptual plans shall include drawings and/or sketches, and such other items as the Architectural Review Committee may deem appropriate. The Architectural Review Committee fee is One Hundred Dollars (\$100.00) for the conceptual plan submittal review.
- (b) Final Approval Submittal. The plans to be submitted for approval shall include the construction plans and specifications, including all

proposed clearing and landscaping; elevations of all proposed improvements; and such other items as the Architectural Review Committee requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application. The Architectural Review Committee shall have the right to charge an additional fee of \$100.00 for its review of the final approval submittal.

- (c) Basis for Decision. Applications shall be approved or denied based upon compliance with this Declaration, the provisions of the Guidelines, the quality of workmanship and material and harmony of design with surrounding structures. The Architectural Review Committee may also consider other factors, including purely aesthetic considerations which in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee may grant variances from the Guidelines based on architectural merit or existing topographical or landscape conditions.
- (d) Uniform Procedures. The Architectural Review Committee may establish procedures for the review of submittals, including review costs and fees, if any, to be paid by the applicant. The Architectural Review Committee may also require a security deposit, performance bond, or letter of credit to ensure the applicant's, contractors or subcontractors full and timely compliance with the conditions imposed by it. Notwithstanding the foregoing, the Declarant shall be exempt from the payment of any review costs and fees and any requirement for a security deposit, performance bond or letter of credit to insure timely compliance.
- (e) Notification/Resubmittal. The Architectural Review Committee shall notify the applicant in writing of its decision within five (5) days of receiving the above described submittals, together with all requested materials (the date of receiving shall be the date the complete submittal is received by the Architectural Review Committee. If approval or disapproval is not given within five (5) days, the application shall be deemed approved unless the applicant agrees to an extension. If approval is given or deemed to be given of the final approval submittal, construction of the improvements may begin. All construction must comply substantially with the submitted plans. If a submittal is not approved by the Architectural Review Committee, the Owner may resubmit with appropriate changes. The Architectural Review Committee shall notify the

Applicant in writing of its decision within five (5) days of receiving the resubmittal.

- (f) Contractors. All contractors must supply the Architectural Review Committee a copy of its current contractor's license, proof of liability and workers compensation insurance, all of which must be in full force and effect. All contractors must meet an approval process as determined by the Architectural Review Committee in its sole discretion.
- (g) Enforcement. If a contractor or subcontractor is used that has not been approved or which is deemed by the Architectural Review Committee to substantially deviate from the approved plans, the Architectural Review Committee, the Declarant, or the Association or any Owner shall have all of the remedies at law or in equity, and may bring an action for specific performance, declaratory decree, injunction, or any other remedy allowed by Chapter 720, Florida Statutes, including allowable fines, with the prevailing party in any such litigation being entitled to recover reasonable attorneys' fees and costs. Failure for any reason of the Architectural Review Committee, the Declarant, the Association, or any Owner to enforce a violation of procedure, approvals, or guidelines, shall not affect or in any way restrict the right of the Architectural Review Committee, the Declarant, the Association or any other Owner to take enforcement action for other violations.
- (h) Liability. Approval of an application by the Architectural Review Committee shall not constitute a basis for any liability of the members of the Architectural Review Committee, the Declarant, members of the Board, or the Association as regards failure of the plans to conform to any applicable building codes or inadequacy of deficiency in the plans resulting in defects in the improvements.

ARTICLE VII. DESIGN INTENT

Section 1. Building Guidelines & Architectural Standards

(a) Building Setbacks:

Front: 20 feet
Sides: 10 feet
Rear: 10 feet

(b) Building Size:

Square Footage: Minimum square footage for a single story home is 1400 square feet; minimum for a 2 story home is 1800 square feet.

Building Heights: No more than two (2) story buildings will be allowed. (See finished Floors - ground floor elevations.)

Floor to Ceiling Height: Minimum 8 feet.

(c) Roof Pitches:

| | |
|------------------|---------------|
| Primary Roofs: | 5:12 to 8:12 |
| Secondary Roofs: | 4:12 or equal |

(d) Exterior Doors:

All exterior doors must be approved by the Architectural Review Committee.

(e) Windows:

Windows must have a vertical proportion to horizontal proportion of no less than 2:1.

No horizontal sliding windows allowed.

No glass block or stained glass windows facing the street are allowed.

Head height of windows must align with head height of doors.

(f) Finished Floors:

Main residence ground level floor height to be no less than twelve inches (12) or no more than twenty four (24) inches above the crown of the road at the midpoint of the lot width except on lots that the existing grade is substantially (more than twelve inches) lower than the crown of the road in which case an engineer's services will be required to design the foundation and site to allow for proper drainage.

(g) Roofing Materials:

Approved shingles or metal roofing

(h) Driveways:

All driveways must be made of approved concrete materials.

Section 2. Exterior Construction and Materials

(a) Exterior Design:

Exterior of homes shall contain elements of the Arts & Crafts style sufficient to the ARC to constitute architectural harmony within the subdivision.

(b) Windows:

Fiberglass, aluminum and poly-vinyl units will be allowed at the discretion of the Architectural Review Board.

(c) Colors:

All exterior colors shall be submitted to the Architectural Review Board for approval.

(d) Fences:

Privacy fences shall consist of not smaller than 4x4 posts. Pickets shall not exceed six (6) feet in height and shall be at least ¾" in thickness. Fences cannot be extended forward of the rear corner of the house.

(e) Mailboxes:

Mailboxes or mail station design and location to be at the sole discretion of the Declarant.

Section 3. Landscape Standards

(a) Submittal Requirements:

Landscape Plan must be submitted to the Architectural Review Committee for approval prior to the construction of the home.

Section 4. Architectural Review Committee. The developers of Hidden Valley in an effort to develop a functional, aesthetically and harmonious community have established an Architectural Review Committee or ARC. The purpose of the ARC is to establish and define Architectural and Landscape design standards for the community. Further, to then interpret these standards in terms of approving or disapproving plans for single family residences to be built in Hidden Valley.

Homeowners will be required to submit preliminary dimensional plans and elevations for their home showing on their site with all improvements such as, but not limited to the home, driveways, parking and any auxiliary structure. Once preliminary approval has been given, the Owner will be allowed to proceed with the completion of the final drawings for the project.

- (a) The final construction drawings need to comply with the Preliminary Design approval. Approval or denial shall be granted based on, but not limited to, the following issues:
 - i. Compliance with the Design Guidelines.
 - ii. Exterior design and sensitivity to the exterior surroundings.
 - iii. Building appearance and use of building materials.
 - iv. Design decisions may also be totally or solely based upon aesthetic opinion.
- (b) Limitations of ARC responsibility:
 - i. ARC and HOA are not responsible for the building compliance with all applicable building codes and life safety codes.
 - ii. Condition of the site.
 - iii. Quality of the work performed by any contractor.
 - iv. Hold Harmless

DESIGN APPROVAL

OWNER:

Name

Address

Lot

ARCHITECT
OR
DESIGNER:

Name

Address

Telephone/Fax/E-Mail

Yes No

Site Plan showing building on site with setback.
Driveway material, style and color.

COMMENTS: _____

Yes No

Building elevations showing all exterior elevations
representing floor to ceiling heights, roof pitches,
building finishes, colors and materials.

COMMENT: _____

Yes No

Floor plans showing overall building dimensions.

COMMENT: _____

APPROVAL _____

DISAPPROVAL _____

COMMENTS: _____

DATE: _____

ARTICLE VIII. EASEMENTS.

Section 1. Potable Water & Sanitary Sewer Service. An easement for perpetual non-exclusive access across, over, under and through all the Property (but not through a structure) for ingress and egress and for installation, monitoring, replacing, repairing, maintaining equipment of said utilities is hereby dedicated to the Association and to Okaloosa County.

Section 2. Easements. There is hereby reserved to the Declarant, so long as the Declarant owns any of the Property, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of

Declarant, in connection with the orderly development of the Property, or any other real property adjacent thereto.

Section 3. Damage/Repair. Any damage to a Lot, or any structure located thereon, resulting from the exercise of the easements described in this Article shall promptly be repaired by, and at the expense of, the person exercising the easement.

ARTICLE IX. MAINTENANCE

Section 1. Association's Responsibility. The Association shall be responsible for the care, maintenance and repair of the (a) Roads and Common Area, (b) any portion of the Property that is conveyed to a governmental or quasi-governmental agency or utility company that has not agreed to care for, maintain, and repair such portion of the Property, and (c) any equipment or property used by the Association. They are hereby reserved to the Association over the Property as necessary to enable the Association to fulfill such responsibilities. All costs associated with maintenance, repair and replacement of the Common Area shall be allocated among all Lots as part of the Annual Assessment.

Section 2. Single Family Dwelling Owner's Responsibility. Each Owner shall be responsible for the maintenance of his Lot, including all structures, parking areas, and other improvements located thereon in a manner consistent with the community wide standards and all applicable covenants. Garbage cans and storage areas shall be concealed from view of neighboring buildings, common area and streets. Rubbish, trash, or garbage shall be regularly removed and shall not be allowed to accumulate. If the Board determines in its discretion that any Owner fails to perform his or her maintenance responsibility, the Association, by a majority vote of the Board, shall have the right without liability to enter upon such Lot to correct, restore, paint and maintain any part of the Lot and to have any assessment to which such Lot is subject, or otherwise recovered by the Association by other legal means. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. The expense incurred by the Association shall be collected from the lot owner as specified in Article IV, Section 1.

ARTICLE X. USE RESTRICTIONS.

Section 1. Single Family-Lots. Only single family residences and related improvements as specified in the Architectural Standards may be constructed on the Lots. Lots cannot be combined for the purpose of constructing a single residence without Declarant's permission which he may grant or withhold in the Declarant's sole discretion. Home occupations which conform to Okaloosa County's requirements and are approved in writing by the Declarant or

Association shall be permitted. Signs referencing to home occupation are prohibited.

Section 2. Renting. Residential dwellings may be rented for a term of not less than one (1) year, subject only to rules and regulations established by the Association.

Section 3. Offensive Activities. No obnoxious or offensive trade or activity shall be carried on or permitted upon any Lot, nor shall anything be done on any Lot which may become a nuisance or annoyance to Owners of other Lots.

Section 4. Fires. No irresponsible burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Lots or land contiguous thereto. All fires shall be supervised at all times and kept under control.

Section 5. Vehicles, Trailers, and Boat Storage. Inoperative vehicles, travel trailers, recreational vehicles, commercial vehicles, boats and trailers, if stored on a Lot shall be kept in a concealed manner: closed garage, storage space, or within a fence, so as not to be observable from other Lots or Common Areas. Garage and storage spaces must be approved by the Architectural Committee. No vehicle, trailer, etc. will be parked on streets, with the exception of delivery utility vehicles during discharge of their services.

Section 6. Mobile Homes. All mobile homes and manufactured homes are prohibited, including, but not limited to, manufactured homes constructed to the Federal Department of Housing and Urban Development standards.

Section 7. Pets. Raising, breeding or keeping of animals, livestock, or poultry of any kind is prohibited on any Lot. Household pets may be kept provided that they are under the Owner's control at all times. Those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health and safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove pet.

Section 8. Lots. Lot shall not be further subdivided into smaller parcels, and the boundary lines of any Lot shall not be changed after a subdivision plat including such Lot has been approved and filed in the Official Records, except that the Declarant shall be permitted to subdivide or replat Units which it owns. Each Lot shall be conveyed as a separately designated and legally described free hold estate subject to the terms, conditions and provisions of this Declaration.

Section 9. Signs. No signs shall be displayed on the property except signs identifying the property name and address as specified by the developer. The foregoing shall not preclude the erection of signs by the Declarant and Florida Registered Contractors during the time of its development and marketing of the subdivision. 2'x3' real estate signs may be posted for purpose of sale of homes, but must be in an approved frame.

Section 10. Fences. No front or side yards shall be fenced. Rear yards may be fenced only upon approval by the Association of the design and location.

Section 11. Attractiveness of Lots. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept condition of the building or grounds on such Lot which shall substantially decrease the beauty of the neighborhood as a whole or a specific area. All Lots and buildings shall be maintained in a neat, clean and well kept condition. Preservation of natural vegetation is encouraged. Areas which retain the natural vegetation or are landscaped to achieve a natural effect shall be maintained to preserve and enhance their natural character. No garbage, trash, ashes, refuse, house trailers, junk or other waste shall be thrown, dumped, placed or kept on any of the above described Lots or lands contiguous thereto. All garbage shall be kept in sanitary containers. No garbage receptacles are allowed to be left visible to other residents or common areas more than eight (8) hours prior to or following scheduled garbage pickup. In the event of an Owner's failure to properly maintain or repair in accordance with the requirements of this section, following written notice thereof from the Association to such Owner of its intention, the Association shall be authorized to enter upon the property to accomplish such maintenance or repair, the expense of which shall then be recoverable by the Association in accordance with Article IV, Sections 1 and 2.

Section 12. Time Sharing. No time-share ownership of Lots is permitted. For this purpose, the term "time-share ownership" shall mean a method of Ownership of an interest in a Lot under which the exclusive right of use, possession or occupancy of the Lot circulates among various Owners on a periodically reoccurring basis over a schedule period of time.

Section 13. No Outdoor Laundry. Outdoor drying of laundry must be done in areas that are completely screened from view of adjacent Lots and any streets.

Section 14. Drainage. Obstruction or re-channeling of drainage flows after location and installation of drainage swales or storm drains is prohibited, except the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value or unreasonably interfere with the use of any Lot without the Owner's consent.

Section 15. Detached Structures. No detached structures may be constructed without the approval of the Architectural Committee. Detached structures include, but are not limited to; pool houses, bath houses, gazebos, kennels, tree houses, dog houses, potting sheds or tool sheds.

Section 16. Rubbish, Trash. No rubbish, trash, or garbage shall be allowed to accumulate except between regular garbage pick ups.

Section 17. Temporary Living Quarters. No recreational vehicles or temporary living quarters of any kind will be permitted on Lots during construction.

Section 18. Single Family Dwelling Setback Requirements. Set backs will be as follows: Right and Left setbacks shall be 10' from the right lot line and 10' from the left lot line. Front setback shall be 20' from the right of way. Rear setback shall be 10'.

Section 19. Model Homes/Office. So long as a Florida Registered Contractor is developing and actively marketing it's completed residential dwellings in the subdivision it may use one of its dwellings as a model.

ARTICLE XI. INSURANCE.

Section 1. Insurance. The Association may purchase insurance to provide the following described coverages:

- (a) Casualty Insurance. Casualty insurance for all improvements to the Common Area to cover the full replacement cost, which coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed necessary by the Association.
- (b) Liability Insurance. Comprehensive general liability insurance coverage covering all Common Areas, the 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 Areas, and legal liability arising out of law suits 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 Lot Owner.
- (c) Director Liability Insurance. The Board may obtain liability insurance insuring each personal loss for actions taken by members of the Board in the performance of their duties. Such

insurance shall be of the type and amount determined by the Association.

- (d) Workmen's Compensation; Other Coverage. Workmen's Compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Members.

Section 2. Premiums. The cost of all insurance stated above, shall be an Association expense and shall be included in the assessments paid to the Association by the Owners.

Section 3. Repair and Reconstruction after Casualty.

(a) Common Area. If fire or other casualty damages destroys any of the improvements on the Common Area, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed. The Board of Directors shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and placement of such improvements, and then from any special assessments that may be necessary after exhaustion of insurance and reserves.

(b) Lots. If fire or other casualty damages or destroys a house or any other improvement on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the improvements to the condition existing prior to such damage, unless other plans are approved by the Association.

ARTICLE XII. STORM WATER SYSTEM.

The Association shall operate and maintain any storm water management system and any storm water discharge facility exempted or permitted by the Florida Department of Environmental Regulation or other state agency on the Common Area property of the Association, and shall have all powers necessary to establish rules and regulations, assess members, and contract for services for the maintenance and operation thereof.

ARTICLE XIII. GENERAL PROVISIONS.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed

by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in such litigation shall be entitled to all court costs and its reasonable attorneys fees.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration maybe amended during the first twenty (20) year period by the Declarant.

Section 4. Declarant's Rights of Modification. Declarant, or its agents or assigns, 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 or its agents or assigns, such modification, amendment, or variance is deemed useful or proper. Declarant or its agent or assigns may also make other restrictions applicable to each Lot by appropriate provision in the Sales Contract 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 in the Property and shall bind the grantees and their respective heirs, successors, or transferees in the same manner as though they had been expressed herein.

Section 5. Declarant's Right to Reconfigure Area. Developer hereby specifically reserves the right to reconfigure that portion of the subdivision located in the northeast corner of the subdivision, adjacent to Lot 14, Block B including changing said area to create an additional lot, or removing said area from the subdivision.

Section 6. Annexation of Additional Lands. Declarant specifically reserves the right to annex additional lands into the subdivision in one or more subsequent phases. Any such future development or annexation shall be at the Declarant's sole and absolute discretion.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 16 day of Dec., 2010.

Signed, sealed and delivered
in the presence of:

HIDDEN VALLEY CRESTVIEW, LLC

By: [Signature]
Name: RICHARD P. PETERMANN
As its: Managing member

Karen A. Follmer
Print Name: Karen A. Follmer

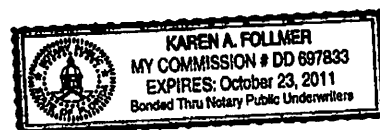
Marlene C. Naylor
Print Name: Marlene C. Naylor

STATE OF FLORIDA
OKALOOSA COUNTY

The foregoing instrument was acknowledged before me this 16th day
of December, 2010, by Richard P. Petermann as Managing Member
of Hidden Valley Crestview, LLC, a Florida limited liability company on behalf
of the company. He is personally known to me and did not take an oath.

Karen A. Follmer
Notary Public

(Seal)



**Amendment to Declaration of
Covenants, Conditions and Restrictions
of Hidden Valley**

THIS AMENDMENT, is made to the Declaration of Covenants, Conditions of Hidden Valley-Phase One, as recorded in Plat Book 25, Page 43-44, of the Public Records of Okaloosa County, Florida.

WITNESSETH:

WHEREAS, the undersigned Declarant is the owner of all lots described in the Plat of Hidden Valley, Phase One, recorded in Plat Book 25, Pages 43-44, of the Public Records of Okaloosa County, Florida; and

WHEREAS, the Declarant has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions of Hidden Valley, said Declaration being recorded on December 17, 2010, at Official Records Book 2965, Page 2195, of the Public Records of Okaloosa County, Florida; and

WHEREAS, the Declarant wishes to amend said Declaration as hereinafter provided;

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended as follows:

I.

Article III, Section 2(b)(ii) is hereby amended to read:

15 years following the conveyance of the first lot to others;

II.

Article IV, Section 3, is amended to provide as follows:

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum yearly assessment shall be \$75.00 per single family lot.

All of the remainder of Section 3 shall remain in full force and effect.

III.

Article IV, Section 11 is hereby DELETED.

IV.

Article V, Section 2, is DELETED.

V.

Article VI, Section 4 is hereby amended to delete the Architectural Review Committee fee of \$100.00.

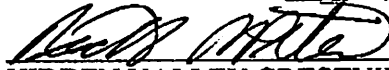
VI.

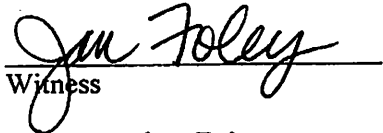
Article XIII, Section 3 is hereby amended to provide as follows:

Section 3. Amendment and Renewal of Covenants and Restrictions.


These Covenants and Restrictions shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of 10 years. This Declaration may be amended by the vote of owners of not less than 66% of the lots in the subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant and owner of the more than 66% of the lots in the subdivision, has hereunto set its seal this 5 day of October, 2015.


HIDDEN VALLEY CRESTVIEW, LLC
BY: RICHARD P. PETERMANN,
as Managing Member


Witness

Jan Foley
Print Name


Witness

Karen A. Follmer
Print Name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 5th day of October, 2015
by Richard P. Petermann, who is/are personally known to me or who produced
_____ as identification and who did not take an oath.

Jan Foley
Notary Public

