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**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR WHITE CEDAR GARDENS**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This Amended Declaration of Covenants, Conditions, Restrictions, and  
Easements for White Cedar Gardens, originally made on June 30, 2000 by White Cedar  
Gardens, Inc., a Florida corporation and updated on November 1, 2019, by the White Cedar  
Gardens Homeowners Association, Inc. ("HOA")

WITNESSETH:

UPDATE

WHEREAS, the Undersigned, the Board of Directors for the White Cedar Gardens  
Homeowners Association, Inc., make this Amendment to the Declaration of Covenants,  
Conditions, Restrictions, and Easements for White Cedar Gardens, concerning real  
property located in Escambia County, Florida, more particularly described as:

BEGINNING AT NORTHWEST CORNER OF LOT 35 OF DE MARS HEIGHTS A SUBDIVISION OF A  
PORTION OF SECTION 20 TOWNSHIP 1 SOUTH RANGE 30 WEST ESCAMBIA COUNTY FLORIDA  
AS RECORDED IN PLAT BOOK 6 AT PAGE 87 OF THE PUBLIC RECORDS OF SAID COUNTY.  
THENCE SOUTH 02 DEGREES 01 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID  
DE MARS HEIGHTS SUBDIVISION FOR 835.33 FEET TO THE SOUTHWEST CORNER OF LOT 32 OF  
DE MARS HEIGHTS SUBDIVISION. THENCE SOUTH 88 DEGREES 15 MINUTES 00 SECONDS  
EAST ALONG THE SOUTH LINE OF SAID LOT 32 FOR 35.54 FEET. THENCE SOUTH 03  
DEGREES 44 MINUTES 46 SECONDS WEST FOR 166.76 FEET. THENCE SOUTH 00 DEGREES  
42 MINUTES 40 SECONDS EAST FOR 330.65 FEET. THENCE NORTH 86 DEGREES 10 MINUTES  
02 SECONDS WEST FOR 1278.53 FEET. THENCE NORTH 85 DEGREES 33 MINUTES 05 SECONDS  
WEST FOR 114.97 FEET TO THE EAST RIGHT-OF-WAY LINE OF CODY LANE (.80' R/W) AND THE  
NORTHEAST CORNER OF MAZUREK PLANTATION AS RECORDED IN PLAT BOOK 16 AT PAGE  
22 AND 22A OF THE PUBLIC RECORDS OF SAID COUNTY. THENCE NORTH 04 DEGREES 54  
MINUTES 40 SECONDS EAST FOR 23.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR  
CURVE TO THE LEFT AND HAVING A RADIUS OF 330.00 FEET. THENCE NORTHWEST ALONG  
SAID CURVE FOR AN ARC DISTANCE OF 152.90 FEET (DELTA = 26 DEGREES 32 MINUTES  
47 SECONDS, CHORD = 151.53 FEET, CHORD BEARING = NORTH 08 DEGREES 21 MINUTES 43  
SECONDS WEST) TO THE POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF  
1137.18 FEET. THENCE NORTHWEST ALONG SAID CURVE FOR AN ARC DISTANCE OF 383.71  
FEET (DELTA = 19 DEGREES 19 MINUTES 58 SECONDS, CHORD = 381.89, CHORD BEARING =  
NORTH 11 DEGREES 58 MINUTES 08 SECONDS WEST) TO THE POINT OF TANGENCY. THENCE  
NORTH 02 DEGREES 18 MINUTES 09 SECONDS WEST FOR 657.93 FEET TO THE SOUTHERN  
RIGHT-OF-WAY LINE OF HAROLD AVENUE (.66' R/W). THENCE NORTH 88 DEGREES 38  
MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE FOR 1458.31 FEET TO THE  
POINT OF BEGINNING, CONTAINING 42.07 ACRES, MORE OR LESS.

WHEREAS, the original Declaration of Covenants, Conditions, Restrictions, and  
Easements for White Cedars Gardens was duly executed and recorded in the Official  
Records of Escambia County, Florida, at Book 4717, Page 917, and

WHEREAS, the Owners of the White Cedar Gardens Homeowners Association,  
Inc., as that terms is defined herein, have elected to amend the Declaration of Covenants,

Conditions, Restrictions, and Easements, and have procured an affirmative vote of more  
than fifty per-cent (50%) of the Owners of the Lots within the Association and have  
approved the First Amended and Restated Declaration of Covenants, Conditions,  
Restrictions, and Easements.

NOW THEREFORE, the Covenants are hereby amended and restated in their  
entirety, to wit:

**STATEMENT OF PURPOSE**

This Declaration of Covenants, Conditions, Restrictions and Easements applies to  
all the property shown on the subdivision plat for White Cedar Gardens, recorded in Plat Book  
17, Page 20, of the Public Records of Escambia County, Florida. See Exhibit "A" attached  
hereto.

The lots within White Cedar Gardens will be used for single-family dwellings. The  
easements within White Cedar Gardens will be used by the various utility providers to furnish  
services to the neighborhood. The common areas will be collectively owned by White Cedar  
Gardens Homeowners Association, Inc., a Florida not-for-profit corporation, and managed by  
the White Cedar Gardens Homeowners Association. Such areas will be used for the benefit  
of the Owners in White Cedar Gardens.

NOW THEREFORE, the White Cedar Gardens Homeowners Association hereby  
establishes this Amended Declaration of Covenants, Conditions, Restrictions and Easements  
for White Cedar Gardens, which will run with the land and be binding on and inure to the  
benefit of every owner of property within White Cedar Gardens.

**ARTICLE I**

**DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this  
Declaration. Additional terms also may be defined the first time they appear.

1.1 "Articles" means the Articles of Incorporation of the Association, filed with the  
Secretary of State of Florida, as amended from time to time.

1.2 "Assessments" means, collectively, the following charges:

(a) "General Assessment" means the amount charged to each Member to  
meet the Association's annual budgeted expenses.

(b) "Individual Lot Assessment" means the amount charged to a Member's  
individual Lot for any charges particular to that Lot.

(c) "Special Assessment" means a charge to each Member for capital  
improvements or emergency expenses.

1.3 "Board" means the Board of Directors of the Association.

1.4 "White Cedar Gardens" refers to White Cedar Gardens, the plat of which is  
recorded at Plat Book 17 Page 20, of the public records of Escambia County, and to any land  
later made subject to this Declaration, from time to time.

1.5 "Common Property" means those tracts of land that are (i) deeded to the  
Association and designated in the deed as Common Property, or (ii) labeled as a Common  
Area, or a Recreation Area on the Plat. The term "Common Property" also means any

personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. "Common Property" does not mean any area that is (i) dedicated in the plat to the county or municipal government or other party other than the Association, or (ii) sold or dedicated to the Association.

1.6 "Association" means White Cedar Gardens Homeowners Association, Inc. a Florida non-profit corporation, its successors and assigns.

1.7 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements for White Cedar Gardens and all supplements and amendments to this Declaration.

1.8 "Drainage System" means all drainage rights of way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones, as shown on the plat. The "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water, or (ii) prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharge from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

1.9 "Lot" means any lot shown on a Plat along with any improvements constructed on that Lot.

1.10 "Member" means a member of the Association. Each Owner is also a Member.

1.11 "Mortgagee" means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

1.12 "Owner" means the record owner, whether that may be one or more persons or entities, of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.13 "Plat" means the plat of White Cedar Gardens and the plats of any additional land annexed to and made part of White Cedar Gardens, from time to time.

1.14 "Public Records" means and refers to the Official Public Records of Escambia County, Florida.

1.15 "Recreation Facilities" means the amenities constructed or to be constructed on the Common Property the Association. The Recreation Facilities are described in Paragraph 5.7 and on an exhibit to this Declaration.

1.16 "Rules" means the rules governing the use of the Common Property enacted by the Association, and maybe revised from time to time by the Association. The procedures regarding the Rules are set forth in Paragraph 5.6.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which White Cedar Gardens will initially be

comprised, and provides the method of which additional property may be added.

2.1 **Initial Property:** The property initially subject to this Declaration consists of the property shown on the plat of White Cedar Gardens.

#### 2.2 Annexation of Additional Property:

(a) Parties Authorized to Annex Property. Additional property may be annexed by the following parties:

(i) By Association. Additional property may be annexed to White Cedar Gardens by the Association.

(b) Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by the President of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in common expense. Upon recording the supplemental Declaration, the annexed property will become part of White Cedar Gardens.

2.3 **Further Subdivision or Replat of Lots:** Owners shall not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may, by recording an instrument to that effect in the Public Records, combine two or more Lots for a single home site, whereupon the combined property will be deemed to be a single Lot for all purposes.

## ARTICLE III

### ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To ensure that the homes and accessory buildings within the neighborhood are harmonious, the Board will create an Architectural Review Committee to approve all construction. Although certain requirements are specified herein, the Architectural Review Committee will not be limited to the specific requirements but rather will have broad discretion.

#### 3.1 Architectural Review Committee:

(a) **Composition.** The Architectural Review Committee will consist of a single person or a committee of persons selected by the Board. Members of the Architectural Review Committee will serve at the pleasure of the entity entitled to select the members and may be replaced at any time.

(b) **Professional Advisor.** The Architectural Review Committee may employ one or more architects, land planners or other professional to advise the Architectural Review Committee. Each advisor may sit on the Architectural Review Committee as a nonvoting member, at the discretion of the other members of the Architectural Review Committee. At the discretion of the Architectural Review Committee, the advisor may be paid a reasonable fee derived from the Association from the General Assessment.

### 3.2 Architectural Review Procedure:

(a) **Construction Subject to Review** All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows and trim), replacement of roof or other parts of a building other than with duplicates of the original material, installation of antennas, satellite dishes or receivers, solar panels or other devices, construction of fountains, swimming pools, whirlpools, hot tubs or other pools, construction of privacy walls or other fences or gates, addition of awnings, flower boxes, shelves, statues or other outdoor ornamentation, addition of window coverings, placement of a separate storage unit or facility, installation of a well, and initial landscaping and any material alteration of landscaping. This right is general and is not limited to the specific items listed in this paragraph or in Paragraph 3.4.

(b) **Application** The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations of all proposed improvements; (iii) a lot survey showing current improvements; and (iv) 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 the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee.

(c) **Basis for Decision** The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decision.

(d) **Application Fee Deposit** The Architectural Review Committee may establish procedures for the review of applications, and impose a reasonable fee to be paid by the applicant. The Architectural Review Committee also may require an applicant to post a security deposit to ensure that all work is completed only in accordance with approved plans. The Architectural Review Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

(e) **Notification of Approval** The Architectural Review Committee must notify an applicant in writing of its decision within 30 days of receiving a completed application. If approval or disapproval is not given within 30 days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

(f) **Enforcement** If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, The Board may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. Any such action also shall determine entitlement to any retained security deposit. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

**3.3 Liability:** The Architectural Review Committee nor the Board will not be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure the construction was done in accordance with the plans.

**3.4 Specific Restrictions:** The following restrictions shall apply to the Lots, however, the Architectural Review Committee will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) **Residential Building** No building may be erected, placed or permitted to remain on any Lot other than one single-family dwelling, a garage, and, if approved by the Architectural Review Committee, accessory buildings that do not furnish residential accommodations for an additional family.

(b) **Building Restriction Lines** No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the Plat.

(c) **Minimum Floor Space** Each single-story dwelling located on a Lot must contain at least 2,400 square feet of floor area, and each multi-story dwelling located on a Lot must contain at least 2,600 square feet of floor area, of which 1,300 square feet must be on the first floor thereof. "Floor area" means only enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces or patios.

(d) **Garage** Unless otherwise specifically approved by the Architectural Review Committee, no building may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed side-entry garage to accommodate at least two and not more than four cars. No carports will be permitted. Without the prior written approval of the Architectural Review Committee, no garage may be enclosed permanently or converted to another use without the substitution of another garage on the Lot meeting the requirements of this declaration.

(e) **Driveways** All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be concrete, asphalt, or other approved material.

(f) **Exterior Color and Materials** The color and materials of all exterior surfaces will be subject to approval of the Architectural Review Committee. The Architectural Review Committee may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films.

(g) **Pools, Play Facilities, and Lighting** All recreation facilities constructed or erected on a Lot, including, without limitation, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature must be adequately walled, fenced, or landscaped in a manner specifically approved by the Architectural Review Committee before such facility is constructed or erected. All exterior lighting must be specifically approved by the Architectural Review Committee.

(h) **Non-Interference with Easements** No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping located within the Common Property or Drainage Easement. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefiting from the easement or responsible for the maintenance of them.

(i) **Utility Connections:** Connections for all utilities, including, but not limited to water, sewage, electricity, telephone, internet and television must be run underground from the connecting point there from to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Architectural Review Committee. Wells may be installed only for irrigation purposes.

(j) **Air Conditioning Units:** No window or wall air conditioning unit will be permitted on any Lot.

(k) **Mailboxes:** Mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted in only the location approved by the Architectural Review Committee and must be constructed according to a size, design, and material approved by the Architectural Review Committee.

(l) **Antennae, Aerials, and Satellite Dishes:** No antennae or aerial may be placed on any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. No satellite dish visible either from a street, road, Common Property or other Lot may be placed on any Lot or affixed to the exterior of any building without the prior written approval of the Architectural Review Committee. These restrictions will not apply to any facility constructed by the Association.

(m) **Clothes Drying Area:** No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot, if viewable from other Lots, Common Property or adjacent roads.

(n) **Signs:** The size, color and design of all signs located on a Lot will be subjected to the approval of the Architectural Review Committee. No sign of any kind shall be displayed to general view on any Lot (whether freestanding, attached to a Building, or displayed in a window) except under any of the following circumstances:

(i) Directional or traffic signs may be installed by the appropriate governmental authority, or by the Board, and entrance or other identification signs may be installed by or with the consent of the Architectural Review Committee.

(ii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such owner and

(iii) A name plate and address plate in size and design approved by the Architectural Review Committee may be displayed on a Lot.

(o) **Fences:** No fences, except as may be required by law or government regulation, may be erected on any Lot without prior written approval of the Architectural Review Committee. The Architectural Review Committee may specify the height, location, and material as conditions of any approval. As a general guideline (and not as a limitation of the discretion of the Architectural Review Committee), all fences shall be constructed of brick, wood or vinyl. The Architectural Review Committee may select a single color or other finish for all fences in order to maintain a uniform appearance throughout White Cedar Gardens. Fences shall be located only where indicated on plans approved by the Architectural Review Committee but, generally, will be permitted only in the rear and side yards of a Lot. Accordingly, fences will not be permitted closer to the street than ten (10) feet behind the front face of the dwelling (In a Lot. If the front of the dwelling is irregular in design,

the Architectural Review Committee will determine the setback requirement for the fences. These restrictions will not apply to fences constructed by the Association for purposes of boundary lines between White Cedar Gardens and other properties; these other fences may be constructed of chain link or other material.

3.5 **Temporary Structures:** No structure of a temporary nature, whether a trailer, tent, storage building, garage, barn, or any other such building, is permitted on a Lot. This restriction excludes temporary buildings used in connection with and during the construction of a dwelling if approved by the Architectural Review Committee.

3.6 **Completion of Construction and Repairs:** The improvements of a Lot and the construction, repair or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed. The Architectural Review Committee may, as a condition of approval, impose a deadline to complete construction.

3.7 **Destruction or Damage to Subdivision Improvements:** Owners will be responsible for any and all damage caused to Common Property or subdivision improvements, including, but not limited to, curbs, gutters, water hydrants, sidewalks, power poles, or fences erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on such Owner's Lot.

3.8 **Trees:** No living trees with a diameter of eight (8) inches or more, when measured at a height of four (4) feet above the natural grade, may be removed, cut down or destroyed without the prior approval of the Architectural Review Committee, except if the tree poses an immediate danger to life or property. This prohibition will not prohibit the usual and customary pruning or trimming of trees. If this provision is violated, an Owner may be required to replace the subject tree or otherwise mitigate the damage as directed by the Architectural Review Committee. An Owner must use reasonable care to preserve, in good health, all protected trees on the Owner's Lot.

3.9 **Other Covenants:** The Lots also will be subject to any master covenants recorded in the Public Records for real property including the Lots.

**ARTICLE IV  
USE OF PROPERTY; INDIVIDUAL LOTS**

The following restrictions are imposed on the use of the Lots to promote a harmonious neighborhood and limit uses that may be a nuisance to other Owners.

4.1 **Residential Use:** No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lot.

4.2 **Maintenance of Exteriors:** Each Owner shall at all times maintain the Lot, all vegetation and the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in an attractively landscaped and a sightly manner.

4.3 **Noxious Vegetation:** No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner.

**4.4 Litter, Trash, Garbage:** No garbage, trash, refuse or rubbish may be deposited, dumped, or kept on any Lot, except in a closed sanitary container provided by ECUA. Trash containers must be placed at the front of the Lot on the day designated for pickup, but must be promptly returned to the proper storage area as soon as possible.

**4.5 Nuisances:** No Owner may cause or permit unreasonable, loud and/or disturbing noises or odors on the Owner's Lot. The source of such noise shall include, but not be limited to radios, televisions, CDs, tape machines, compact disc players, stereos, singing, playing of musical instruments, and noise from motor vehicles of any kind. Sound levels will not disturb others or otherwise constitute a nuisance to the quiet enjoyment of other Owners. No Owner may commit or permit any nuisance, any immoral or illegal activity or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within White Cedar Gardens is strictly prohibited without the approval of the Association.

**4.6 Parking of Wheeled Vehicles, Boats and Water Vessels:** Cars and trucks must be parked in the Owners driveway or garage and are not permitted to be parked elsewhere on a Lot within the Plat, except as otherwise specifically permitted in this paragraph. Street parking by Owners shall be for periods of short duration for things such as loading or unloading of a vehicle, and once completed, the vehicle parked in their garage or driveway. Tractors, recreational vehicles, and trailers (collectively called "Other Vehicles") must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat, except as otherwise specifically permitted in this paragraph. Boats and water vessels and trailers must be kept at all times completely inside a garage, except for cleaning, loading and unloading and are not permitted to be parked elsewhere on a Lot or on a street within the Plat. Cars or private trucks (exclusive of all Other Vehicles) owned by an Owner or an Owner's guest may be parked in the Owner's driveway, but only if they do not display commercial signs. The streets within White Cedar Gardens are not to be used for overflow parking of private cars and private trucks whether owned by an Owner, an Owner's guest, or otherwise, with the exception of entertainment events of a reasonable duration. Overnight street parking between the hours of 10 pm and 6 am is prohibited. It is imperative that Owner and Owner's guests park in a manner to permit access and egress by emergency vehicles at all times. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never during overnight parking prohibition hours. Recreational vehicles, travel trailers, trailers, and campers may be parked in the driveway of a Lot for up to a total of 48 consecutive hours per week for loading and unloading only, and never for dwelling purposes. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage. Vehicles engaged in construction of subdivision improvements or dwellings on behalf of Contractors and/or Owners will be permitted within White Cedar Gardens for such purposes.

**4.7 Garage Doors:** Garage doors shall be kept closed as much as practical while still allowing personal vehicles to enter/exit and to allow the owner the unencumbered ability to conduct normal household functions.

**4.8 Pets:** Up to three (3) "household pets" may be kept at a Lot. All other pets and animals are strictly forbidden to be kept, bred, or maintained within White Cedar Gardens. A "household pet" is a dog, cat, or other common domestic animal approved by the Architectural Review Committee. In no event may any pet, including household pets, be kept, bred, or maintained for any commercial purpose. Each Owner will be strictly responsible for the behavior of his or her household pets. An Owner may not permit the household pet to become a nuisance or annoyance to other Owners. Each Owner will be responsible to immediately collect and dispose of waste and litter from the Owner's pets.

Pets will not be allowed on the Common Property except in designated areas and then only in compliance with the Rules.

**4.9 Non-Compliance/Fine Process:** If a lot Owner violates the Declaration of Covenants, Conditions and Restrictions, the Association Board may levy a fine against the Owner using the following procedure:

(a) The Board or Architectural Review Committee shall issue a letter requesting the Owner correct the stated non-compliance within fifteen (15) days. If the Owner cannot correct the non-compliance within the fifteen (15) days, they should contact a Board member or the Architectural Committee to discuss alternate arrangements.

(b) If the initial letter fails to bring about correction of the non-compliance providing the Owner has not contacted the Board or Architectural Committee to make other arrangements, the Board may issue a second letter to the Owner stating the non-compliance has not been corrected as requested and if the non-compliance is not corrected by the end of an additional fifteen days (30 days from the first letter) a \$25 per day fine may start being levied starting from the date of the second letter.

(c) Additionally, the Board may direct its counsel to issue a 45-day Demand and Notice of Intent to Record a Claim of Lien to collect the amounts due from the fines and other outstanding monies owed to the HOA by the Owner, and should the Owner fail to pay as required, the Board may direct its counsel to record a claim of lien and, if necessary, to foreclose the claim of lien in order to collect the amounts due and owing the Association.

(d) In addition to the above actions and at the Board's discretion, the Board may hire a contractor to correct the non-compliant condition at the Owners expense, which will include the actual expense of hiring the contractor together with a fifteen per cent administration fee.

**4.10 Recurring Non-compliant Issues:** In the event of a recurrence of the same or similar non-compliance by an Owner within ninety days after correction of the cited non-compliance, as described in paragraph 4.9, the Board may begin levying fines after the initial fifteen day written notice to the Owner addressing the repeat non-compliance.

**4.11 Collections/Legal Actions:** Any amounts accrued as fines, expenses of hiring a contractor, and any administrative fees shall be immediately due and payable, as well as any costs of collection of the fines, expenses, interest, administrative fees, and reasonable attorney's fees and costs, including in any proceedings in bankruptcy, in any alternative dispute resolution, or in appellate proceedings. Paragraph 10.6 also applies.

## ARTICLE V

### COMMON PROPERTY

The Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey, or lease the property.

#### 5.1 Title to Common Property.

(a) Ownership. The Common Property will be owned by the Association for the benefit of all owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Property. The Association may sell or lease any part of the Common Property with the Members' majority vote at the annual meeting, however,

membership approval is not needed for the Board to sell personal property or to grant easements on real property

(c) Dedication. If the county or municipal government requests that the Association convey title to or dedicate the Common Property or any portion thereof to the public, the Association will be authorized to make such conveyance or dedication, but only with the approval of the Members. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

5.2 Maintenance; Management; Contracts:

(a) Association Responsibility. The Association will be responsible for the management, control, and improvement of the Common Property and must keep the same attractive, clean, and in good repair in accordance with the Declaration and applicable governmental regulations.

(b) Management Agreements. The Association may contract with any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management cost will be included within the Assessment. The property manager for the Association, its employees, officers, contractors, and assigns will have the right to use the Common Property without liability for Assessments or other charges, as more particularly specified in the management agreement.

5.3 Capital Improvements: The Association may make capital improvements to the Common Property and may modify the use of the Common Property.

5.4 Damage or Destruction of Common Property by Owner: If any Owner or any guest, tenant, licensee, agent, employee, family member, or pet of an Owner damages any of the Common Property the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of the Owner and will become an Individual Lot Assessment payable by the responsible owner.

5.5 Compliance with Laws. Lots and the Common Property may be used and must be maintained in accordance with all applicable law, ordinances, and regulations including, without limitations, all regulations and requirements of the Northwest Florida Water Management District and the Florida Department of Environmental Protection.

5.6 Rules for Use of Common Property: Members will have the right to use the Common Property only in accordance with the terms of the Rules developed by the Association and may be revised from time to time as deemed necessary. The Rules may restrict the time of use, provide for the reservation of certain recreation facilities, provide limitations on use of the Common Property by a Member's guests and lessees, and provide such fee or charge is uniformly assessed. No member will be entitled to any rebate or reduction in such Member's Assessments on account of any such restrictions imposed on the Member's use of the Common Property. The Rules will be kept at the offices of the Association and copies will be made available without charge to any Member requesting the same.

5.7 Drainage System Located in Common Property: The Association will be responsible for the maintenance, operation, and repair of such portion of the Drainage System as is located on Common Property. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance, or other storm water

management capabilities as permitted by the Northwest Florida Water Management District. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by the Northwest Water Management District.

ARTICLE VI
GRANT AND RESERVATION OF EASEMENTS

Each Owner has the benefit of certain easements and the responsibility for others.

6.1 Owners' Easement of Enjoyment of the Common Property: Every Owner will have a right and easement of enjoyment in and to the Common Property, subject to the restrictions imposed in this Declaration or in the Rules. This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, and the Rules, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants, and guests.

6.2 Easements in Favor of the Association: The Association reserves for itself its successors and assigns the following perpetual easements:

(a) Utilities. Easements, for ingress, egress, installation, replacement, repair and maintenance of all public and private utilities and conveniences, upon all property subject to Public Utility Easements as shown on the Plat, across, over, through, and under the Common Property, and five feet in width along the front, rear, and side line of each Lot. This easement shall be automatically deemed abandoned as to the interior side Lot lines if two or more Lots are combined into a single home site.

(b) Police Powers, Security. A blanket easement throughout White Cedar Gardens for police powers and services supplied by the local, state, and federal governments and for any security services that may be provided by the Association.

6.3 Easement to Construct Recreation Facilities: The Association reserves to itself its employees, contractors, and assigns, an alienable assignable easement on, under and through the Common Property for the purpose of constructing the Recreation Facilities.

ARTICLE VII
ASSOCIATION ORGANIZATION

7.1 Membership: Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights: Members are all Owners of Lots. Members will be entitled to one vote for each Lot owned. Any Lot joined with another to become a single Lot will entitle the Owner thereof to a single vote.

7.3 Exercise of Vote: When more than one person holds an interest in any Lot, all such persons shall be Members, however, the number of votes for that Lot will not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote.

7.4 Board of Directors:

(a) Composition: The Board will consist of four or more directors, selected in

accordance with the Articles and Covenants

(b) **Terms of Office.** The term for each elected director shall be for one year. An elected Board Member will serve until resignation, removal, re-election or the election of their successor at the Annual Meeting. No elected Board member shall serve in the position of Treasurer for more than three (3) consecutive years, unless at the end of each 3 year period an external audit of the HOA financial records is conducted. Additionally, when a new Treasurer is elected there will be an external turnover audit conducted within 3 months of the assumption of the treasurer's duties. These written audit results, as applicable, will be presented to the board for review and made available to the Member's at the General Assembly Meeting.

(c) **Qualifications.** Each director must be a Member. If a director ceases to be a Member during the term of office, the person will be automatically removed from the Board effective upon such occurrence.

(d) **Voting Procedure.** At each annual meeting, the Members will vote to re-elect or replace the directors. The candidate(s) receiving the highest number of votes will be declared elected. The meeting will, in other respects, be conducted in accordance with these Articles.

(e) **Removal.** Any director may be removed from office, with or without cause, by at least a majority vote of the Members present at the Annual Meeting or at a Special Meeting called for the purpose of the removal of any director(s) of the Association.

(f) **Vacancies; Replacement of Directors.** Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members.

(g) **Compensation.** Directors will not receive compensation for their services unless approved by the Members.

**7.5 Relationship to Articles and The Declaration of Covenants, Conditions, Restrictions and Easements for White Cedar Gardens:** The Articles will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles.

#### ARTICLE VIII

##### OPERATION OF ASSOCIATION AND BOARD

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

###### 8.1 Annual Meeting:

(a) **When called.** The Annual Meeting will be called every year in October beginning at 6:30 p.m. and shall include the election of Board members whose terms expire and other business requiring approval of the Members.

(b) **Quorum.** Voting at an annual meeting requires the presence of members (in person or by proxy) representing 20% of Lots.

(c) **Notice.** Notice of the annual meeting may be given by (i) mailing a notice to

each Member at the last address furnished to the Association (ii) delivering notices to the Member's dwellings or Lots, or (iii) posting conspicuous notices for the meeting in the Common Property. Notice should be given at least 30 days before the annual meeting.

###### 8.2 Board Meetings:

(a) **Board's Responsibility.** Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power and has the authority to act on behalf of the Association in all matters.

(b) **Quorum.** Voting at a Board meeting requires presence of at least 50% of the directors (in person or by proxy). Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) **Notices.** Notices of any assessment shall be posted in a conspicuous place in the Common Property 48 hours in advance, absent emergency. If the Board desires to levy an assessment at a meeting, the notice must include a statement describing the assessment being considered.

#### ARTICLE IX ASSOCIATION BUDGET

To fulfill its obligation to maintain the Common Property, the Board is responsible for the fiscal management of the Association.

**9.1 Fiscal Year:** The fiscal year of the Association will begin January 1 of each year and end on December 31 of that year. The Board may elect another fiscal year. The Board shall prepare an annual Budget.

**9.2 Budget:** The annual budget to be prepared by the Board of the White Cedar Gardens Homeowner's Association will estimate total expenses to be incurred by the Association in carrying out responsibilities, and shall be available to all members upon request and without charge. The budget must include:

(a) The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted, under this Declaration.

(b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves.

(c) Fees for professional management of the Association, legal counsel, and accounting.

(d) Taxes, if the Common Property is taxed separately from the Lots, and

(e) An estimate of revenues from the General Assessment.

**9.3 Reserves:** The Association shall accumulate and maintain adequate reserves for working capital, contingencies, and replacements, to be included in the annual budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget will be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, such excess may be used to reduce the following year's assessments. Also see paragraph 9.8.

**9.4 Preparation and Approval of Annual Budget:** Budgets will be prepared at

the direction of the Board at least one month before the end of the fiscal year. The budget and the annual General Assessment must be adopted by a majority of the Board.

**9.5 Effect of Failure to Prepare or Adopt Budget:** The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay General Assessments, whenever the amount of such assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

**9.6 Financial Reporting:** The Board shall prepare an annual financial report for the Association to be reported at the Annual Meeting in October of each year, and either provide each Member with a copy of the report or a notice that a copy is available without charge.

**9.7 Capital Improvements:** The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessment. If the cost of all capital improvements to be paid within a single year totals more than 25% of the Association's annual budget, the capital improvements must be approved by majority vote of the Members. Any repair or replacement of existing improvements will not be considered a capital improvement.

**9.8 Separation of Reserves:** Reserves shall be maintained at a minimum of \$15,000 and shall be kept separate from other Association funds. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

**9.9 Amendment of Budget:** The Board may amend the budget during any fiscal year and increase the amount of the annual General Assessment for such year if it appears that there will be insufficient income to meet the obligations of the Association.

#### ARTICLE X COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To ensure that the Association has a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Lots and the Member's personal obligation.

**10.1 Obligations for Assessments:** The Association covenants for each Lot, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessment for expenses included in the budget.
- (b) Special Assessments for purposes provided in this Declaration, and
- (c) Individual Lot Assessments for any charges particular to that Lot.

**10.2 Equitable Division of Assessments:** The General Assessment and Special Assessments shall be assessed among all Lots equally, except that Exempt Lots will not be

subject to assessment.

#### 10.3 General Assessment:

(a) **Establishment by Board:** The Board will set the date or dates the General Assessment will be due, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

(b) **Proration Upon Sale:** Upon conveyance of a Lot, a prorated portion of the annual General Assessment will become due for such Lot(s), provided however, that the General Assessment will be prorated on a monthly or daily basis, whichever that Board elects, and only the portion of the General Assessment attributable to the remainder of the fiscal year will be due. If payment of the General Assessment is by installment, only the applicable portion of the current installment will be due.

(c) **Late Fee and Interest:** The Board may impose a late fee of ten percent (10%) of the assessment. Additionally, interest will accrue at the highest lawful rate on delinquent payments.

**10.4 Special Assessment:** In addition to the General Assessment, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

(a) **Capital Improvements:** A special assessment may be levied for any capital improvement that has been approved in accordance with this Declaration.

(b) **Emergency Assessment:** The Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted and including payments due for the Recreation Facilities Charge).

**10.5 Individual Lot Assessments:** The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Homeowner's Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

#### 10.6 Effect of Nonpayment of Assessment; Remedies

(a) **Personal Obligation:** All Assessments, together with any late fees, interest and costs of collection when delinquent, including reasonable attorneys' fees (at trial or on appeal) whether or not a lawsuit is brought (collectively the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment or alienation of the Lot.

(b) **Creation of Lien:** The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration.

This lien in favor of the Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of this Declaration.

(c) **Lawsuit for Payment, Foreclosure of Lien.** The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale to acquire, hold, lease, mortgage and convey the Lot.

(d) **Subordination of the Lien to Mortgages.** The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer, but shall not eliminate any personal obligation due by the Owner or former Owner.

(e) **Other Remedies.** The Association may assess fines and suspend the voting rights and right to use of the Community Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, but only as permitted by law.

**10.7 Certificate of Payment:** The treasurer of the Association, upon request of any Owner, shall furnish a signed certificate stating whether any dues, assessments or other monies are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payments made to the Association by the owner through the date of the certificate.

**ARTICLE XI  
INSURANCE AND INDEMNITY**

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

**11.1 Review of Coverage:** The Board shall review limits of coverage for each type of insurance at least once each year.

**11.2 Casualty Insurance:** The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

**11.3 Public Liability:** The Board shall obtain public liability insurance, in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim

of an Owner because of negligent acts of the Association, the Board, or other Owners.

**11.4 Board Liability Insurance:** The Board may obtain liability insurance insuring against 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 Board in its discretion.

**11.5 Other Insurance:** The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

**11.6 Repair and Reconstruction after Fire or Other Casualty:** If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

**ARTICLE XII  
GENERAL PROVISIONS**

This article sets forth rules of interpreting the Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

**12.1 Incorporation of the Land Use Documents:** Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

**12.2 Release from Minor Violations:** The Architectural Review Committee shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration or the Plat including, without limitation (i) encroachments into easements, (ii) encroachments over building restriction lines, and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 90% of the required minimum.

**12.3 Enforcement:** The covenants and restrictions contained in this Declaration may be enforced by the Association, by any Owner, and by any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The Northwest Florida Water Management District will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Drainage System. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this Declaration.

**12.4 Notices:** Notices shall be given as to Owners by posting at the Owner's dwelling or vacant Lot, or mailing first class postage prepaid to the Owner's address maintained by the Association, or by posting a notice applicable to all Owners at the Common

Property

12.5 Amendment:

- (a) Subject to the provisions of Paragraph 12.7, this Declaration may be amended by consent of Owners of 50% or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records.
- (b) Any amendment to the Declaration that would alter the Drainage System must have the prior approval of the Northwest Florida Water Management District.

12.6 **Mortgagee's Consent to Amendments:** This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on 30% or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within 30 days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment, provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This paragraph shall not apply or be construed as a limitation on those rights of the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

12.7 **Captions and Statement of Purpose:** Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

12.8 **Gender and Plural Terms:** Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

12.9 **Severability:** Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of the Association, increasing the liabilities of or duties imposed on The Association, or making void or voidable Association's right to receive the Recreation Facilities Charge or enforce its collection will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

12.10 **Duration and Renewal:** This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of the Association, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 90 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 90-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by a majority of all Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the 90-year term or the 10-year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Witnessed in the presence of:

White Cedar Gardens, Inc., a Florida Corporation

Kelleigh Dwyer  
Kelleigh Dwyer  
 Print Name

By: Mark Dryja  
 Mark Dryja, President of the White Cedar Gardens, Inc.

Benjamin Alexander  
Benjamin Alexander  
 Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

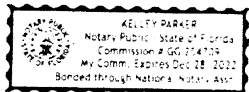
LAND DESCRIPTION:

BEGINNING AT NORTHWEST CORNER OF LOT 35 OF DE MARS HEIGHTS A SUBDIVISION OF A PORTION OF SECTION 20 TOWNSHIP 1 SOUTH RANGE 30 WEST ESCAMBIA COUNTY FLORIDA AS RECORDED IN PLAT BOOK 6 AT PAGE 87 OF THE PUBLIC RECORDS OF SAID COUNTY. THENCE SOUTH 02 DEGREES 01 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID DE MARS HEIGHTS SUBDIVISION FOR 835.33 FEET TO THE SOUTHWEST CORNER OF LOT 32 OF DE MARS HEIGHTS SUBDIVISION. THENCE SOUTH 88 DEGREES 16 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 32 FOR 35.54 FEET. THENCE SOUTH 03 DEGREES 44 MINUTES 46 SECONDS WEST FOR 166.76 FEET. THENCE SOUTH 00 DEGREES 42 MINUTES 40 SECONDS EAST FOR 330.65 FEET. THENCE NORTH 86 DEGREES 10 MINUTES 02 SECONDS WEST FOR 1278.53 FEET. THENCE NORTH 85 DEGREES 33 MINUTES 05 SECONDS WEST FOR 114.97 FEET TO THE EAST RIGHT-OF-WAY LINE OF CODY LANE (80' R/W) AND THE NORTHEAST CORNER OF MAZUREK PLANTATION AS RECORDED IN PLAT BOOK 16 AT PAGE 22 AND 22A OF THE PUBLIC RECORDS OF SAID COUNTY. THENCE NORTH 04 DEGREES 54 MINUTES 40 SECONDS EAST FOR 23.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT AND HAVING A RADIUS OF 330.00 FEET. THENCE NORTHWEST ALONG SAID CURVE FOR AN ARC DISTANCE OF 152.90 FEET (DELTA = 26 DEGREES 32 MINUTES 47 SECONDS. CHORD = 151.53 FEET. CHORD BEARING = NORTH 08 DEGREES 21 MINUTES 43 SECONDS WEST) TO THE POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 1137.18 FEET. THENCE NORTHWEST ALONG SAID CURVE FOR AN ARC DISTANCE OF 383.71 FEET (DELTA = 19 DEGREES 19 MINUTES 58 SECONDS. CHORD = 381.89. CHORD BEARING = NORTH 11 DEGREES 58 MINUTES 08 SECONDS WEST) TO THE POINT OF TANGENCY. THENCE NORTH 02 DEGREES 18 MINUTES 09 SECONDS WEST FOR 657.93 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF HAROLD AVENUE (66' R/W). THENCE NORTH 88 DEGREES 38 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE FOR 1458.31 FEET TO THE POINT OF BEGINNING CONTAINING 42.07 ACRES MORE OR LESS.

This First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for White Cedar Gardens was amended and approved by the WHITE CEDAR GARDENS HOMEOWNER'S ASSOCIATION, INC. on the 17 day of November, 2019.

Mark Dryja  
President White Cedar Gardens Homeowner's Association  
Print name: Mark Dryja  
Witnessed in the presence of:  
BAL  
Print name: Benjamin Alexander  
Kelly Parker  
Print name: Kelly Parker

The foregoing instrument was acknowledged before me this 17 day of November, 2019, by Mark Dryja, as president of WHITE CEDAR GARDENS HOMEOWNER'S ASSOCIATION, INC. who has shown driver's license as identification and who did not take an oath.



Kelly Parker  
NOTARY PUBLIC  
Print Name

Exhibit "A"