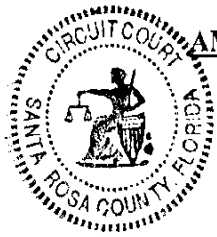


ADRIAN WOODS SUBDIVISION

AMENDED DECLARATION OF RESTRICTIVE COVENANTS AS TO PHASE ONE

AND

DECLARATION OF RESTRICTIVE COVENANTS AS TO PHASE TWO



STATE OF FLORIDA  
COUNTY OF SANTA ROSA

THE UNDERSIGNED, being the owner and proprietor of the property which in the aggregate comprise that certain tract of land lying and being situated in Santa Rosa County, Florida, and described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes (hereinafter referred to as the "**property**"), do hereby make the following declaration of covenants as to limitations, restrictions and uses to which the said property may be put, hereby specifying that the covenants contained herein are covenants running with the land and shall be binding upon and inure to the benefit of each and every owner of any properties described or referred to herein and their respective personal representatives, heirs, successors and assigns unless or until amended as herein provided.

All previous Declarations of Restrictive Covenants as to Adrian Woods, Phase One are hereby expressly deleted and revoked pursuant to that power reserved in Article II, Sections 2.5 and 2.6 of the Declaration of Covenants, Conditions, and Restrictions of Adrian Woods, Phase, which in recorded in Official Record Book 1006 at Page 373 of the public records of Santa Rosa County, and pursuant to that power reserved in Article II, Sections 2.5 and 2.6 of the Declaration of Covenants, Conditions, and Restrictions of Adrian Woods, Phase One, which is recorded in Official Record Book 1036 at Page 281 of the public records of Santa Rosa County. A.F. Brown, the Declarant herein, is the solely owner of all property described in the attached Exhibit A.

PLAT BOOK 'G' PAGE 42

ARTICLE I  
DEFINITIONS

1.1 **OWNER** - Owner shall mean and refer to the record owner, whether one or more persons, firms, or corporations, of the fee simple title to any Lot which is a part of the property, but excluding those having such interests merely as security for the performance of an obligation.

1.2 **PROPERTY** - Property shall mean and refer to that certain tract of real property hereinabove described and such additions thereto which may be brought within the scheme of this Declaration, attached herein as Exhibit "A."

1.3 **LOTS(S)** - Lot(s) shall mean and refer to any number of tract(s) of land, embraced by the Plat of the Property upon which approved residential buildings and appurtenances may be built, excluding those parcels and tracts of land designated on the Plat as streets.

1.4 **DECLARANT AND/OR DEVELOPER** - Declarant and/or Developer shall mean and refer to A.F. Brown, being the entity responsible for the platting and general initial development of the subdivision.

1.5 **SUBDIVISION** - Subdivision shall mean and refer to Adrian Woods Subdivision Phase I and II. As described in the attached Exhibit "A".

1.6 **COMMON AREAS** - Shall mean and refer to those areas of land so designated and embraced by the plat of the subdivision.

1.7 **PLAT** - Plat shall mean and refer to the plat for Adrian Woods, Phase One, which is recorded in Plat Book E at Page 33 of the public records of Santa Rosa County, Florida, and any duly recorded plat or re-plat of the Subdivision initially embraced by this Declaration as filed in the Plat Records of Santa Rosa County, Florida, and showing the Lots, Easements, Streets, and other features relevant thereto.

1.8 **ARCHITECTURAL REVIEW COMMITTEE** - "Architectural Review Committee" shall mean and refer to a committee which shall have the authority as granted hereinafter to approve or disapprove, among other things, any development or redevelopment of any part of the Property.

1.9 **STREETS** - Streets shall mean and refer to those areas shown on the recorded plat of the Subdivision which afford vehicular and pedestrian access and circulation of Lots, Easements and the entrances to the Subdivision.

1.10 **APPROVAL** - Shall mean and refer to official favorable action taken by the Building Committee, on matters within the purview of their respective authority to act and decide.

1.11 **EASEMENTS** - Shall mean and refer to the Easements designated as such on the recorded Plat of the Subdivision and intended to be devoted to the benefit and use of Owners, their guests and invitees, and by Declarant (and its successors and assigns) for drainage of surface water, fire, police and other emergency vehicular access and for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems (including water supply systems) and landscaping improvements.

1.12 **ASSOCIATION** - "Association" shall mean and refer to "The Adrian Woods Homeowners Association, Inc.," A Florida corporation not-for-profit, its successors and assigns.

**ARTICLE 2**  
**GENERAL LAND USAGE**

2.1 **LOT USAGE** - All Lots in the Subdivision shall be used and occupied for single family residential purposes only. No owner or other occupant shall use or occupy any Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or such Owner's tenant and their families. As used herein, the term "**single family residential purposes**" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments or other apartment use. Except as provided above, no Lot shall be used or occupied for any business, commercial, trade or professional purpose.

2.2 **BUILDING STRUCTURE** - No buildings other than single family dwellings and outbuilding used in connection therewith, shall be erected, altered, placed or permitted to remain on Lots. The term "**outbuildings**" shall include only garages, carports and similar storage for motor vehicles, pump houses and other buildings for domestic animals permitted hereunder and pets, children's playhouses, guest and servant's quarters and structures of a similar nature for the convenience and pleasure of the occupants of the main dwelling and which are not incident to any commercial enterprise, business or profession.

2.3 **TEMPORARY AND OTHER STRUCTURE** - No structure of a temporary character, trailer, mobile home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residential building, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the constructing of other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to, a temporary construction and/or sales office building, storage area, signs and portable toilet facilities. Declarant and builders shall also have the right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in the Subdivision, but in no event, shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Properties. No temporary building or other structure shall be erected which violates the land Development Code of Santa Rosa County, Florida.

2.4 **NUISANCE** - No noxious or offence activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision or to other owners. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, or heavy construction equipment shall be permitted to be parked on any Lot, unless screened from public view or in an enclosed garage or carport, or on any street, except passenger cars and trucks not larger than three-quarters of a ton may be parked on the streets in front of a Lot for a period not to exceed twenty-four (24) hours. The use or discharge of firearms on any part of the Property is prohibited. No motor bikes, motorcycles,

motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on any Lot in such a manner as to create a nuisance.

2.5 **SIGNS** - No billboards or other advertising sign shall be erected or placed on any Lot, except that any Owner may display on a Lot one (1) sign of not more than six (6) square feet to advertise the Lot and any residence for sale.

2.6 **ANIMALS** - No animals, livestock, horses, poultry or fowl of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats and other household pets may be kept.

2.7 **GARAGE AND REFUSE STORAGE AND DISPOSAL** - All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and be screened from public view. No Lot shall be used for open storage of any material whatsoever, if such storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which suitable enclosure on the Lot.

2.8 **SEWAGE DISPOSAL** - No privy or cesspool shall be constructed or used on any Lot. All septic tanks and the absorption fields in connection therewith shall be constructed in such manner as to comply with the minimum requirements then in effect for septic tanks and absorption fields which have been prescribed by the County Health Department of Santa Rosa County, Florida. Garcon Utility is the current sewer provider for the subdivision and as long as sewer is available to a Lot, said Lot must be connected to sewer service.

2.9 **MINIMUM LOT SIZE** - No Lot shall be re-subdivided from the recorded plat, nor shall any single family residential building be erected or placed on any Lot having an area of fewer square feet than the subdivision lot of the fewest square feet as is shown on the recorded plat.

2.10 **LOT MAINTENANCE** - The Owner or occupants of all Lots shall at all times keep weeds and grass thereon cut in a healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes and the storage of yard equipment and machinery shall be screened from public view at all times.

2.11 **MICROWAVE DISC ANTENNAS** - No microwave disc antenna shall be installed or constructed which is visible from the street in front of the residence which is greater than 18" in diameter.

**ARTICLE 3**  
**ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL CONTROL**

3.1 The Architectural Review Committee shall consist of three members appointed by the Developer. In the event of the death or resignation of any Committee member, the developer shall appoint a replacement for that member to serve on the Architectural Review Committee. The members of the Architectural Review Committee shall serve without compensation. The record Owners of a majority of the building Lots in the above described Property shall, at any time, have the authority to change the membership of the Architectural Review Committee. The Architectural Review Committee shall always consist of no fewer than two members and no more than five members. The initial members of the Architectural Review Committee shall be A.F. Brown, Adria B. Yabut, and Ashley F. Brown.

3.2 **APPROVAL OF PLANS** - No building, structure, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Review Committee.

3.3 **CONSTRUCTION REQUIREMENTS** -

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot.

(b) All Exterior construction on the primary residential structure must be completed in accordance with approved plans not later than twelve (12) months following the commencement of construction. For the purposes hereof, the term "**commencement of construction**" shall be deemed to mean the date on which the foundation forms are set. Construction halted for more than twelve (12) months, or manifestly incomplete after the termination of the twelve (12) month period following the commencement of construction, or abandoned indefinitely, must be removed at the Owner's expense. Such removal shall include all roofs, walls and foundations, and any remaining excavations shall be filled in and natural vegetation allowed to recover.

Notwithstanding the foregoing, the Architectural Review Committee may, at its sole discretion, grant an extension in writing to such twelve (12) month period, provided that exterior construction has been diligently pursued and/or the operation of extenuating circumstances warrant such extension.

3.4 **SIZE OF RESIDENCES** - No residential structure erected on any Lot in Phase One, or on any portion of the property described in the attached Exhibit A, Parcel One, shall have no less than eleven hundred (1,100) square feet of livable floor space, exclusive of the area

of attached garages, porches, guest or servants' quarters or other appurtenances or appendages. No residential structure in Phase One with more than one story shall have a ground floor area (first habitable floor) of no less than one thousand (1,000) square feet, exclusive of the area of attached garages, porches, guest or servants' quarters or other appurtenances or appendages. No residential structure erected on any Lot in Phase Two, or on any portion of the property described in the attached Exhibit A, Parcel Two, shall have no less than seventeen hundred (1,700) square feet of livable floor space, exclusive of the area of attached garages, porches, guest or servants' quarters or other appurtenances or appendages.

3.5 **BUILDING LOCATIONS AND SETBACKS** - Unless otherwise provided for on the plat, the front building setback shall be a minimum of twenty-five (25) feet from the front lot line. Side building setback shall be a minimum of five (5) feet from any side yard line and shall be a minimum of twenty-five (25) feet from any side street line unless otherwise specified in the plat. Rear setback for outbuildings shall be a minimum of twenty-five (25) feet. For the purposes of this Subsection 3.5, caves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon, or overhang any other Lot. If two or more Lots, or fractions thereof, are consolidated into one single building site, these building setbacks shall be applied to such resultant building site as if it were one original, platted lot.

3.6 **LANDSCAPING, SIDEWALKS, WALLS AND FENCES** - Walls or fences constructed or erected on any Lot shall be of ornamental iron, wood, wire (standard or mesh), masonry or chain link construction. No wall or fence shall be construed from the front property line to the front building line. All Lots shall be grassed to the curb by either seeding or sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well kept condition.

3.7 **MINIMUM CONSTRUCTION STANDARDS AND INSPECTIONS** - In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of the Building Code of Santa Rosa County, Florida (**the "Code"**). During all phases of construction and improvements on any Lot, the Architectural Review Committee or its designated representative may make periodic inspections for the purpose of determining compliance with the provisions of this Declaration.

#### **ARTICLE 4** **GENERAL PROVISIONS**

4.1 **DURATION** - The covenants and restrictions of the Declaration shall run with and bind the land subject hereto, and shall inure to the benefit of and be enforceable by the Owner(s) of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of twenty (20) years from the date hereof. During such initial term, the covenants and restrictions of this Declaration may be amended or terminated only if signed by the then Owners of two-thirds (2/3) of all Lots in the Subdivision and property recorded in

the appropriate records of Santa Rosa County, Florida. Upon expiration of said initial term, said covenants and restrictions (as amended, if amended) and the enforcement rights relative thereto, shall be automatically extended for a second period of twenty (20) years. During such twenty-year extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than two-thirds (2/3) of all the Lots in the Subdivision and property recorded in the appropriate records of Santa Rosa County, Florida.

4.2 **ENFORCEMENT** - The Declarant, Association, or any Owner shall have the right to enforce the provisions set forth in this Declaration. Enforcement shall be by action of law or in equity against any person or persons violating or attempting to violate any of these provisions either to restrain the violation thereof or to recover damages from such violations. The party bringing such action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, and in the event that he is the prevailing party, such sums as the Court may adjust to be reasonable for the services of his attorney.

4.3 **AMENDMENTS BY DECLARANT** - The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

4.4 **INTERPRETATION** - If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible or more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

4.5 **OMISSIONS** - If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in the Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

4.6 **NOTICE** - Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid, to the last known address of the person who appears as record owner of a Lot in the Subdivision at the time of such mailing.

4.7 **SEPARABILITY** - Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

**ARTICLE 5**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 1 - Membership.** The Association shall consist of all Owners of all Lots in the Development. Every Owner of a Lot in the Development shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 2 - Voting Rights.** The Association shall have two classes of voting membership::

**Class A.** Class A shall be the Owners (with, while a class B member, the exception of Declarant) of all Lots in the Development (as it is constituted from time to time), who shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The only Class B member shall be Declarant, which shall be entitled to three (3) votes for each Lot owned in the Development (as it is constituted from time to time). The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; provided, however, that if, after conversion of the Class B membership to Class A membership the Subdivision is thereafter increased (as set forth in Article I, Section 1.5) with the result that the total votes outstanding in Class A membership would not equal or exceed the total votes outstanding in Class B membership if there were then a Class B membership, the Class B membership shall thereupon be reinstated until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership.

**ARTICLE 6**  
**ASSESSMENTS**

**Section 1 - Creation of the Lien and Personal Obligation Assessments.** The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) an annual assessment; and, (b) any special assessments for capital improvement; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable legal fees and expenses, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

**Section 2 - Purpose of Assessments.** The assessments levied by the Association shall be used to provide for management, care and maintenance of any Common Area, street, or



easement, any property owned by the Association or in which it has an interest, the entrance way to the subdivision and the sign or any public or private property adjacent to, or in the same general locality as the Development, and to maintain and pay the utility bills for the street lights in the subdivision. The Association shall have the obligation to maintain all Common Areas, shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any Common areas.

**Section 3 - Annual Assessments.** Until January 1, 1999, the maximum annual assessment shall be: \$100.00 per lot.

The foregoing initial maximum annual assessments are sometimes here and after referred to as the "base amounts."

- A. From and after January 1, 1999, the base amounts may be increased each year by not more than twenty-five percent (25%) above the potential maximum assessment for the previous year without a vote of the membership.
- B. The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- C. Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

**Section 4 - Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, improvement, management, care or maintenance upon any common Areas, streets, or easements, any property owned by the Association or in which it has an interest, of any public or private property adjoining or in the same general locality as the Development, including fixtures and personal property related thereto, provided that any assessment shall have the assent to two-thirds (2/3) of the votes of the Owners then entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

**Section 5 - Notice and Quorum for any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of ninety (90) days prior to date of mailing such notice) not less than fifteen (15) days nor more than sixty (60) days in advance of that meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-third

(1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixth (60) days following the preceding meeting.

**Section 6 - Uniform/Prorate Rate of Assessment.** Annual and special assessments shall be at a uniform rate for each Lot.

**Section 7 - Annual Assessment Periods and Due Dates.** The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed 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 annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from the due date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

**Section 9 - Subordination of Assessment Lien to First Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

EXECUTED this the 24 day of September, 1997.

Signed, sealed and delivered in the presence of:

Sheryl Taylor  
Witness: Sheryl Taylor

A.F. Brown  
A.F. Brown, Declarant

Angela J. Jones  
Witness: Angela J. Jones

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 24 day of September, 1997, by A.F. Brown. He () is personally known or () has produced \_\_\_\_\_ as identification.

Angela J. Jones  
Notary Public  
My Commission Expires: \_\_\_\_\_



SANTA ROSA COUNTY, FLORIDA  
MARY M JOHNSON, CLERK