

Section 12 -- Maintenance. After fifteen (15) days' written notice from the Association sent United States Mail, postage prepaid to an Owner for the Owner's failure to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvement erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law, as well as reasonable attorney's fees and costs, shall be a lien on the Lot if the amount required is not paid within ten (10) days after written demand is made against the Owner. The lien for maintenance shall be a continuing lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

## **ARTICLE VII -- ARCHITECTURAL CONTROL**

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

Section 2 -- Architectural Review Committee. The ARC will initially consist of one representative from the Declarant, and one representative from each of the two Preferred Builders of the subdivision – DSLD Homes and Truland Homes, for a total of three (3) members. From the date of the recording of this Declaration and continuing for five (5) years, the Declarant shall retain the right to appoint and/or replace all members of the Architectural Review Committee however after this initial five (5) year period, the right to appoint and/or replace members of the committee shall pass to the Board of Directors. Once appointed to the Architectural Review Committee, members

BK: 8727 PG: 15

will serve until their resignation, death or when asked to resign by the current appointing authority.

It is contemplated that the Subject Property will be developed as a first-class single-family residential subdivision of high standards. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable, but high, standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general. The Architectural Review Committee has the authority to hire an architect to assist it in the review of all plans, specifications and other items submitted to it for review under this Article VII. The reasonable fee of the architect shall be charged by the Architectural Review Committee to the applicable Owner whose plans, specifications and/or other documents are under review for approval by the Architectural Review Committee. All such fees must be paid by the applicable Owner prior to receipt of final approval. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any such non-payment, the terms and provisions of Article VI, Section 10, shall apply.

Preferred Builders shall initially submit the following items for master approval: house plans with elevations, exterior materials & colors, and landscape plans with types of plants/trees & quantities of each, collectively the "House Plan Package". The initial submittal shall include no less than ten (10) House Plan Packages per Lot size. Subsequently, the Preferred Builders will submit a site-specific plot plan for each lot depicting a site plan and the selected House Plan Package from the approved master plan list. Preferred Builders shall make good faith efforts to preserve existing trees wherever possible. Should any trees be preserved the Preferred Builders shall submit an addendum to the site-specific plot plan indicating the location, size and species of the preserved tree(s).

Section 3 -- Inspection During Construction and Subsequent Improvements to the Property. The Architectural Review Committee shall have the right to inspect the Owner's Lot and improvements during initial construction and prior to occupancy to ensure construction is in accordance with the construction plans and specifications submitted to and approved by the Architectural Review Committee. Once occupied, the Architectural Review Committee shall also have the right to inspect the Owner's Lot to insure that any enhancement to the building, structure, aesthetic qualities and/or improvements requested by the Owner are in compliance with the specifications submitted and approved on their Architectural Review Request. Failure of an Owner to comply with the provisions of this Article VII, or failure of an Owner to carry out

construction in accordance with the provisions of this Article VII, shall subject such Owner to such equitable (including specifically, specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses.

### **ARTICLE VIII -- ADDITIONAL RESTRICTIONS**

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

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

**Section 2 -- Minimum Square Footage and Residential Design.** No residential structure shall be erected or placed, exclusive of garages, porches, patios and terraces, on any typical fifty-five (55) foot Lot of less than 1,500 square feet; on any typical seventy (70) foot Lot not less than 1,700 square feet; on any typical one-hundred (100) foot Lot not less than 2,200 square feet; and on any typical one-hundred twenty-five (125) foot or greater Lot not less than 2,400 square feet. If any residential structure is more than one story in height, then the minimum ground floor area of such residential structure shall be 1,100 square feet on any typical fifty-five (55) foot Lot, 1,200 square feet on any typical seventy (70) foot Lot, 1,200 square feet on any typical one-hundred (100) foot Lot, and 1,800 square feet on any typical one-hundred twenty-five (125) foot or greater Lot. No residential structure shall exceed two and a half (2-1/2) stories in height. All residential structures shall contain a private garage for a minimum of two (2) cars, a detached garage for a minimum of two (2) cars, or any combination thereof, provided the same is approved by the Architectural Review Committee in accordance with the Architectural Guidelines established for the same.

**Section 3 -- Maintenance.** All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. This Section is not applicable to the Declarant and shall apply after sale of the Lots by Declarant.

Section 4 -- Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse, mobile home or manufactured home, (including, but not limited to, residential structures bearing the Department of Community Affairs insignia which may otherwise allow the home to qualify for placement on a Lot under current zoning laws), or any other such similar structure or vehicle (other than the primary dwelling to be located on the Lot) shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. It is the intent of the Declarant that homes in the Subdivision will be constructed in the traditional manner, from the ground up.

Section 5 -- Vehicles. Boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from any adjoining Lots, except for short-term parking not exceeding a forty-eight hour duration. The parking or storage of any such items in any other manner, such as in the street, road right-of-way or in any portion of the driveway which is not out of view from any adjoining Lots, is expressly prohibited. Note that if the resident is attempting a good faith effort to comply with the terms of this section and the vehicle is still visible due to its height or due to the slope of their property in relation to the adjoining lots, the ARC may grant an exception to this covenant restriction at their discretion.

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

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

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

Section 9 -- Dumping. During the construction or substantial remodeling of any home located on a Lot, a construction dumpster shall be required. During construction and remodeling, the site shall be maintained in a neat and clean manner and in such a way that construction debris does not accumulate or blow into adjoining lots, properties or streets. If the Owner does not comply with the provisions of this section, the Association, at its election, can place a dumpster on the Lot, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs for such, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of same and reasonable administrative fee, the Association shall have all

BK: 8727 PG: 18

rights granted to it under Article VI – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

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

Section 11 -- Minor Variance of Restrictions. When a building or other structure is located on any Lot or building site in a manner that constitutes a minor violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the Architectural Review Committee may grant a variance to the Lot or building site, or parts of it, from any part of the covenants and restrictions, or setback lines, referenced herein or on the Plat, that are violated. The Architectural Review Committee shall not give such a variance except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

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

Section 13 -- Lot Setback. No residential dwelling shall be constructed on any Lot or building site in the Subdivision which does not conform to the setback lines shown on the recorded Plat; however, an automatic waiver of 10% of any setback requirement on the Plat is hereby granted for violations of any setback requirement not exceeding 10%. For each Lot located within the subdivision, the setbacks are:

- A. Front setback - 20 feet;
- B. Rear setback - 20 feet; and
- C. Side setback – 10% of the property line width not to exceed 15 feet or not less than 5 feet unless otherwise shown on the Plat;

provided, however, that the setbacks for any corner Lot shall be determined based upon building orientation according to the Escambia County, Florida, Land Development Code. Corner lots shall have only one front set back and one side set back.

Section 14 -- Antennas. Because the rules surrounding satellite dishes and antennas are governed by FCC regulations and subject to change, all references to

satellite dishes and antennas are covered in the Architectural Guidelines. Please reference this document for more guidance regarding their size and installation.

Section 15 -- Basketball Goals. Permanent and temporary basketball goals are expressly prohibited on any Lot or right-of-way.

Section 16 -- Clotheslines. Clotheslines are permitted however must be completely screened from view from adjacent lots and the right-of-way.

Section 17 -- Outdoor Cooking. All outdoor cooking, including permanent or portable barbeque grills, shall be screened from view from the Front Lot line.

Section 18 -- Garbage and Trash Receptacles, A/C Units. All garbage & trash receptacles and A/C units shall be screened from view from the Front Lot line and must be concealed in an appropriate manner.

Section 19 -- Fences. The Architectural Review Committee shall have complete control regarding the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion. No chain link fences will be allowed except around retention ponds, lift stations and other utility stations, as required by local subdivision ordinances. In addition, secondary chain link fences (i.e. – inside of the primary fence) may be used in backyards for enclosing pet areas, dog runs and similar areas, provided that any such chain link fence is lower than the primary fence. Any fences constructed within a drainage easement shall not restrict the flow of storm water.

Section 20 -- Garage Doors/Garage Size. All dwellings must be constructed with at least a two-car garage, a detached garage for a minimum of two (2) cars, or any combination thereof, in accordance with the provisions of Article VII, Section 2.

Section 21 -- Signage. All references covering signage are documented in the Architectural Guidelines. For more information pertaining to this topic please refer to these guidelines. Preferred Builders shall be permitted to place signage on all lots which they own, and at the Subdivision entrance. No marketing/sales sign shall be placed upon the Subject Property by any Owner, the Association or anyone else until the design, and specifications demonstrating the size, shape, height, material, color and location of same have been submitted to and approved in writing by the Architectural Review Committee.

Section 22 -- Drainage Easements and Storm Water Improvement. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage. Any storm water improvement on any lot shall remain as-is and undisturbed.

Section 23 -- Surface Flow and Erosion Control. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to

adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patterns shall not be altered. During the construction of any improvements on any Lot, the Owner must barricade said Lot to prevent dirt erosion onto any streets, waterways, adjacent Lots and the Common Areas. If the Owner does not so barricade to prevent dirt erosion, the Association can so barricade, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs of such barricading, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of said barricading and reasonable administrative fee, the Association shall have all rights granted to it under Article VI – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 24 -- Multiple Lots as Building Sites. If a portion of a Lot, or one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots (collectively referred to as “Newly Created Lots”), within the Subdivision, are utilized for one single family residential purpose, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single-family residence. A fractional portion of a Lot or two (2) fractional parts of adjacent Lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer road frontage than the seventy-foot (70') Lot within the Subdivision unless otherwise approved by the Architectural Review Committee. Construction of any improvements on any such Newly Created Lots shall be consistent with the construction of improvements on adjacent lots.

Section 25 -- Model Homes. Notwithstanding Section 1 above, the Architectural Review Committee shall have the right to authorize the use of any of the Lots as a model home sites, to be used under such terms and conditions as it may prescribe, which decisions shall not be subject to review. Preferred Builders shall be permitted to construct and operate model homes on lots which they own at their sole discretion.

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

Section 27 -- Sidewalks. A five (5) foot wide concrete sidewalk shall be constructed in front of each Owner's Lot within the right-of-way along the front lot line in accordance with the Architectural Review Committee's sidewalk guidelines at the time a house is constructed on the Owner's Lot. All sidewalks are to be constructed in the right-of-way generally six feet (6') from back of curb. Slight variations of this six-foot distance may be needed to avoid utility pedestals. Where storm drain inlets are located, the sidewalk shall abut the back of the inlet. On corner Lots the sidewalk will also be built along the side street and at the corner a handicap ramp to street level is required.

All curbs must be saw cut before being removed to construct driveway and handicap ramps, and shall be repaired in a neat and workmanlike manner. If any Owner fails to timely construct such sidewalk on the Owner's Lot, the Association shall have the right, but not the obligation, to construct the same. In such event, the Owner of such Lot shall reimburse the Association for all costs and expenses thereof, within thirty (30) days after receipt of the invoice for the same. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any such non-payment, the terms and provisions of Article VI, Section 10, shall apply. The Association will construct sidewalks in the Common Areas on an "as needed" basis, as determined in the reasonable discretion of the Board of Directors of the Association. The cost of the installation, maintenance, repair and replacement of such sidewalks as installed by the Association shall be a common expense to be included within the annual and/or special assessments.

Section 28 -- Storm Shutters. The Architectural Review Committee shall have the right, as part of the Architectural Guidelines, to establish specifications for storm and hurricane shutters, which may include color, style and other factors deemed relevant by the Architectural Review Committee. In the event an Owner uses temporary (e.g. plywood) or other than professionally installed permanent storm or hurricane shutters for boarding up or protecting a home during the time of a tropical storm or hurricane, the Owner must remove the same within two weeks after the tropical storm or hurricane.

Section 29 -- Garage Sales. No Lot shall be permitted to have more than two (2) garage, rummage or similar sales during any calendar year. Any such garage, rummage or similar sale shall be held only on Saturday between the hours of 8:00 A.M. and 4:00 P.M.

Section 30 -- Security. In order to enhance security within the Subdivision, the Association has the authority, but not the obligation, to install a guardhouse/gatehouse and/or electronic gates at all entrances and exits to the Subdivision and hire security personnel to man the same and patrol the Common Areas. All costs and expenses of the same shall be included within any annual and/or special assessment levied by the Association.

Section 31 -- Accessory Structures. No accessory structures, whether permanent or temporary, including, but not limited to, storage sheds and greenhouses, shall be placed or constructed on any Lot unless the same is in conformance with the Architectural Guidelines and the plans for the same have been approved by the Architectural Review Committee. All such accessory structures must be architecturally compatible with the home located on such Lot.

Section 32 -- Trees. With the singular exception of pine trees, no tree located on any Lot which has a diameter of six inches (6") or greater, as measured at four feet (4')



above ground level, may be removed or cut by any Owner or any Owner's contractors or subcontractors without the prior written approval of the Architectural Review Committee, unless such tree is located within 5' of the building area or footprint of the proposed residential structure, driveway or sidewalk to be built or located on such Lot. Preferred Builders may clear lots at their sole discretion and in accordance with the respective approved Escambia County building permit for each lot.

Section 33 -- Fines. Failure by an Owner to comply with the terms of this Declaration shall result in a fine payable to the Association by the Owner of said Lot in the amount of \$100 per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violations at least twenty (20) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three members of the Association appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee does not approve the proposed fine by majority vote, it may not be imposed. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This Section shall not apply to a violation which consists only of failure to pay assessments when due.

Section 34 -- Partial Invalidity. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 35 -- Fence Restrictions/Stormwater Maintenance. Fences or other structures shall not be installed in Drainage/Access Easements (Public or Private). Drainage/Access Easements shall be accessible for maintenance at all times. The Association is responsible for the maintenance of all stormwater improvements within Drainage/Access Easements including but not limited to swales, inlets, and piping. The Association is also responsible for the maintenance of all stormwater ponds. There are 10-foot Private Drainage Easements along each side property line, being 5-foot on each lot. Fences or other structures/improvements in these easements shall not impede stormwater flow. These areas shall be maintained by the Owners of the Lots upon which they are located. Declarants hereby reserve unto the Association a right of entry on and across all retention swales and/or Private Drainage Easements for purposes of improving and/or maintaining these areas in the event of a drainage issue caused by negligence of the Owner of the Lot upon which the drainage issue is occurring. The cost incurred by the Association to rectify drainage issues within the Private Drainage Easements shall be assessed to the negligent Lot Owner(s).