

**Declaration of Covenants, Restrictions, Conditions, and Easements  
For Residential Lots and Common Areas within**

**Woodlawn Heights**

a Subdivision located in a Portion of  
Sections 24 & 25, Township 2 South, Range 28 West, and  
Sections 19 & 30, Township 2 South, Range 27 West  
Santa Rosa County, Florida

**Amended October 1, 2007**

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**Declaration of Covenants, Restrictions, Conditions and Easements  
For the Residential Lots and Common Areas within  
Woodlawn Heights  
UPDATED TO REFLECT THE  
RESOLUTION CONFIRMING AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS FOR  
RESIDENTIAL LOTS AND COMMON AREAS OF WOODLAWN HEIGHTS  
OWNERS ASSOCIATION, INC.  
Amendment October 1, 2007**

**WHEREAS**, pursuant to Article V, Section 11 (d), of the By-Laws of Woodlawn Heights Owners Association, Inc., the Resolution of Covenant, Restrictions, Conditions and Easements of Woodlawn Heights Owners Association, Inc. may be amended by the Board of Woodlawn Heights Owners Association, Inc.; and

**WHEREAS**, pursuant to a duly authorized meeting of the Board of Directors that occurred on October 1, 2007, the Board of Directors considered proposed amendments to the Declaration of Covenants, Restrictions, Conditions and Easements of Woodlawn Heights Owners Association, Inc.; and

**WHEREAS**, the Board of Directors have approved, as evidenced by the written authorizations reviewed and accepted by the Board of Directors, the receipt and validity of which are hereby acknowledged;

THIS DECLARATION is made this 15 day of June, 2001, by Cypress Triangle, Inc, a Florida corporation (“Declarant”)

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Santa Rosa County, Florida, more particularly described as follows, to wit:  
Each of the platted and designated by Block and Lot residential lots within Woodlawn Heights, a subdivision pursuant to a plat recorded in Plat Book H, Page 6, of the public records of Santa Rosa County, Florida hereinafter “Plat.”

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described above and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. However, notwithstanding any provisions to the contrary herein contained, this declaration of covenants, restrictions, conditions and easements shall only be applicable to the residential lots which are designated by Block and Lot on the above described Plat of Woodlawn Heights and no legal rights, powers or appurtenant

ownership interest in any Parcels on the Plat not conveyed to, or owned in fee simple by, the Association shall vest in the Owner of a Lot.

## ARTICLE I –DEFINITIONS

Section 1. “**Association**” shall mean and refer to Woodlawn Heights Owners Association, Inc., a Florida non-for-profit corporation, its successors and assigns.

Section 2. “**Common Area**” shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) owned by the Association from time to time for the common use and enjoyment of the Owners. Declarant shall, at its discretion, hereafter convey to the Association various parcels and interests in real property within the Subdivision which shall refer to this Declaration, and which conveyance shall consist of much, but not necessarily all, of the Association’s Common Areas.

Section 3: “**Declarant**” shall mean and refer to Cypress Triangle, Inc, a Florida corporation, its successors and assigns.

Section 4: “**Development.**” The Declarant owns additional acreage adjacent to the Subdivision and contemplates it, or its successors or assigns, developing at least a portion (but not necessarily all) as a sequentially numbered residential Subdivision (e.g. Woodlawn Heights, Phase II, etc.) with similar covenants, condition and restrictions applicable to each. “Development” shall initially mean and refer to Woodlawn Heights. Thereafter, and provided that : (1) the declaration of covenants, conditions and restrictions of that sequentially numbered phase within the subdivision requires each Lot Owner to be a member of the Association; and (2) a declaration of covenants, conditions, restrictions and easements for that sequentially numbered subdivision is recorded in the public records of Santa Rosa County, Florida; then and thereupon said sequentially numbered subdivision shall thereupon be included within the meaning of the word “Development”. Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in anyway imply, infer or be interpreted that any other property owned by the Declarant other than the numbered Lots in the lettered Blocks shown on the Plat of Woodlawn Heights is burdened by the terms and conditions of this Declaration.

Section 5. “**Lot**” shall mean and refer to each and all of the numbered Lots within the lettered Blocks (specifically excluding numbered or lettered Parcels) shown on the Plat of Woodlawn Heights.

Section 6. “**Owner**” shall mean and refer to the record Owners, whether one or more persons or entities, of a fee simple title to any Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. **“Plat”** shall mean and refer to the Plat of Woodlawn Heights, which is recorded in the public records of Santa Rosa County, Florida, as noted in the preamble hereof.

Section 8. **“Subdivision”** shall mean and refer to Woodlawn Heights, a subdivision situated in Santa Rosa County, Florida, according to the Plat.

Section 9. **“Woodlake Cottage Lots”** shall mean and refer to those Lots which may ultimately be developed by Declarant by a re-subdivision and/or re-platting of some or all of the Lots comprising Blocks H, K, and L of the Subdivision and which shall be fronted by Woodlake Trace. Said term may also include any subsequently annexed Lots which, upon annexation, are designated as Woodlake Cottage Lots.

## **ARTICLE II – MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. **Membership Class.** The Association shall have one class of voting membership:

**Class A.** Class A shall be the Owners of all Lots (including any subsequently annexed Lots), who shall be entitled to one vote for each Lot owned. When more than one person 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.

## **ARTICLE III – ARCHITECTURAL CONTROL**

Section 1. **Prior Design Approval.** No residential structure, fence, wall, mailbox, driveway, pool, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected, placed or altered on any Lot until the design, location, plans, specifications and plot plan showing the exact location, nature, kind, shape, height, materials, color and other specifications have been approved in writing as to the quality of workmanship and materials; as to the harmony of exterior design with the requirements of this Declaration and with existing structures, and as to the location with respect to topography and finished grade and fill compliance with the easements, restrictions, covenants and conditions of this Declaration. Approval shall be by a majority vote of the ARC, or by the ARC Representative selected by a majority vote of the ARC. In the event the ARC or Architectural Review Representative fails to approve or disapprove any complete set of plans and specifications with forty-five (45) days after they have been properly and completely submitted in writing, or in any event, if no action to enjoin the construction and/or mandate any action has been commenced prior to its completion of the construction specified in the submission or the issuance by Santa Rosa

County of the initial Certificate of Occupancy, such approval will not be required and this Article shall be deemed to have been complied with fully.

**Section 2. Architectural Review Committee Membership.** The Architectural Review Committee (hereinafter "ARC") shall consist of at least three (3) members; Upon occurrence of a vacancy on the ARC, or in the event a member of the Committee cannot or does not continue to serve, then a new member of the Committee, will be appointed by a two-thirds (2/3) vote of the Board to serve. A member of the ARC may be removed by a two-thirds (2/3) vote of the members of the Board. Appointment of a new member to the ARC shall be appointed by the Board of Directors of the Association. The members of the ARC shall not be entitled to any compensation for services performed pursuant to this Declaration, provided, however, that the Board shall have the right to charge a fee for review of plans and specifications, and any inspection(s) during construction, submitted in accordance with this Article. Any such fee may be used by the ARC to reimburse it for its out-of-pocket expenses, including employment of any professional advisors, and for any inspections during construction. All decisions of the ARC shall be by majority vote. Decisions of the ARC shall be based upon the uniform application of such reasonable 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, material and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), doors, exterior lighting, garage doors, location in relation to surrounding structures and topography, the type, kind and character of building, structure and other improvements, and aesthetic qualities in general. The ARC shall, from time to time, promulgate "Architectural Guidelines," with the approval of the Woodlawn Heights Owners Association Board of Directors and prospective owners should inquire of same by contacting the designated ARC Representative as follows. Woodlawn Heights ARC, 3749-D Gulf Breeze Parkway, #334 - D, Gulf Breeze, Florida 32563.

IT IS TO BE EMPLASIZED THAT ONE OF THE UNIQUE FEATURES OF THE SUBDIVISION IS ITS TOPOGRAPHICAL CONTOURS RELATIVE TO ITS TREES, VEGETATION AND OVERSTORY. AS SURELY AS ANY OTHER ASPECT OF ARCHITECTURAL REVIEW, IT IS INTENDED THAT THIS DECLARATION SHALL CONTROL ANY LOT CLEARING OR GRADING ACTIVITIES AND THAT SIGNIFICANT EMPLASIS BY THE ARC SHALL BE PLACED UPON THE EXTENT AND MANNER OF CLEARING LOTS, TREE PRESERVATION AND ENHANCEMENT, OVERSTORY MAINTENANCE, AND LANDSCAPING AND THE LIKE.

**Section 3. Construction Plans.** All construction plans shall be thorough and complete, including a narrative description of the work to be performed including all elevations, reflect all exterior material types, design and color, comply with that is set forth in the Architectural Guidelines as promulgated and/or administered from the landscape criteria time to time by the ARC, and shall be accompanied by a complete landscape plan for the entire Lot and a drawing of the proposed design.



**Section 4. Inspection During Construction and Prior to Occupancy.** The ARC, or their representative, shall have the right to inspect the Owner's property and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the ARC. Failure of an Owner to comply with the provisions of this Article III, or failure of an Owner to carry out construction in accordance with the provisions of this Article III, shall subject such Owner to the enforcement sanctions provided for Section 1 of Article VIII.

**Section 5. Assignment to the Association.** The Declarant shall have the power, through a duly recorded written instrument, to assign the duties and obligations of the ARC (and, if any, its Architectural Review Representative) to the Association, which shall thereafter determine the members of the ARC and which may then withdraw form, or grant to, the ARC such powers or duties as the Association deems appropriate.

#### **ARTICLE IV – RESTRICTIONS AND COVENANTS**

The following restrictions will be observed and adhered to in substantially all situations. However, the ARC with Woodlawn Heights Home Owners Association (hereinafter "WHOA") Board of Directors (herein after "BOD") majority is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions, as well as Architectural Guidelines promulgated by it from time to time, where it is demonstrated by the person requesting the waiver that 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 neighborhood as a whole, and, that same is consistent with the first class single family residential Subdivision contemplated hereby. Notwithstanding any provision to the contrary herein contained neither the ARC or WHOA BOD, 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. Any variance granted by the ARC or WHOA BOD shall not at any time be reversed by any subsequent ARC or WHOA BOD.

**Section 1. Residential Use.** All Lots shall be used and occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office specifically authorized by the ARC or the Architectural Review Representative. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family structure with a garage attached to the main structure (or a detached garage in conformity with the architectural design of the residential structure) for at least two (2) vehicles, a pool, a detached gazebo and/or guest house (designed in conformity with the architectural design of the residential structure). No such permitted detached structure may be constructed prior to completion of construction of the residential structure. A servant's room, tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, a builder who is then currently active in constructing residences for sale within the Development may, with the prior approval of, and within

guidelines established by, the ARC, construct one or more house(s) within the Development which may be used by that builder as a model home, or used by Declarant as a sales center for Lots within the subdivision.

**Section 2. Minimum Square Footage and Size.** The main residential structure constructed on any Lot shall not exceed two (2) stories of living space and shall contain 2,000 minimum square footage. Residential Structures with more than one story shall have a minimum ground floor area as approved by the ARC, or it's Architectural Review Representative, on a case by case basis.

All residential structures shall be setback from various Lot lines as set forth on the Plat. The Plat sets forth the following Lot lines setbacks:

	Summary of Plat's Residential Lots structure setbacks		
	<i>Front</i>	<i>Rear</i>	<i>Side</i>
Lots 1 through 7 of Block C	50 feet	25 feet	7 feet for lots that measure between 70 feet and 90 feet at the front setback line. Other lots to have setback of 10% lot width with a Maximum of 15 feet.
Lots 21 through 24 of Block B	25 feet	15 feet	7 feet for lots that measure between 70 feet and 90 feet at the front setback line. Other lots to have setback of 10% lot width with a Maximum of 15 feet
All other Lots	25 feet	25 feet	same as above

Setbacks for detached garages and other permitted detached structures shall be as approved on a case by case basis by the ARC or the Architectural Review Representative. Waivers of the applicable setback requirements (those contained on the Plat) shall require the written approval of the ARC or the Architectural Review Representative, in appropriate circumstances. However, in no event shall the ARC have any authority to grant any variance which would have the effect of violating any applicable minimum set back requirements contained in the Santa Rosa County Land Development Code.

**Section 3. Determination of Square Footage.** The minimum square foot area of the main residential structure shall be determined by multiplying the outside length and width dimensions of each story of the structure, except that garages, open porches, patios, terraces, pools and permitted detached structures shall not be taken into account in calculating the minimum square foot area required.

**Section 4. Landscaping and Irrigation.** Prior to occupancy, the entire Lot (including any area located in road right-of-ways between the Lot lines and adjacent curbs shall be completely landscaped and irrigated by an automatic irrigation system, all pursuant to ARC Guidelines. The entire Lot (including any area located in the road right-of-ways between the actual Lot and the adjacent curbs), drives, sidewalks, and landscaping must be diligently, properly and neatly maintained and kept clean at all times.

IN COOPERATION WITH THE CITY OF GULF BREEZE, DECLARANT HAS FACILITATED THE INSTALLATION OF AN ADVANCED WASTERWATER TREATED (AWT) RESUE WATER IRRIGATION SYSTEM AVAILABLE FOR EACH LOT. ALTHOUGH THE USE OF THIS METHOD OF IRRIGATION IS STRONGLY RECOMMENDED IT IS NOT MANDATORY.

**Section 5. Exterior Structure Materials.** All materials used on the exterior of any structure shall be approved in writing by the ARC or the Architectural Review Representative.

**Section 6. Clotheslines.** Outside clotheslines shall not be permitted

**Section 7. Temporary Structures.** No trailer, house trailer, motor home, basement, tent, garage, or other out-building 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. No building that is unfinished on the exterior shall be occupied. Notwithstanding the foregoing however, Declarant and/or its designated sales agents, may, from time to time, maintain a temporary structure on either a Lot or a portion of a Common Area for Lot sales and related purposes. Any such structure shall be removed be Declarant subsequent to completion of its purposes.

The only exception to the aforementioned section is in the event that inclimate weather damages the structure so that a dwelling cannot be occupied. A temporary trailer maybe utilized for no mare than a year but must be moved during storm events.

**Section 8. Lot Drainage.** As a part of the Subdivision design process, Declarant has developed a Santa Rose County approved drainage plan for Woodlawn Heights. The drainage plan information is contained on both the amended preliminary plat and construction plans for Woodlawn Heights, a copy of which may be viewed or obtained form the Santa Rose County Planning and/pr Engineering Departments, 6065 Old Bagdad Highway, Milton, Florida 32583, or from Declarant. Each Owner shall comply with the provisions of the Subdivision's approved drainage plan.

**Section 9. Garages.** Every residential structure shall include, at a minimum, a two-car garage. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, tractors, mowers, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus shall not be parked or otherwise stored anywhere on the Lot, temporarily or permanently

(except for infrequent short term parking not to exceed forty-eight (48) hours), except in garages, or otherwise enclose or camouflaged so as not be detrimental to the appearance of the property from any Lot line.

Owner/resident person vehicles, motorcycles, and motorbikes, whether registered at the Lot owner's address or not, may be parked in the garage and/or on the driveway. Owner/resident vehicles and other motorized vehicles, machine, equipment or apparatus, whether used for convenience or not, shall not be parked on the public street. Overnight visitors' vehicles shall not be parked on the public street if space is available in the garage or on the driveway. If no space is available, visitor parking in the street is permitted up to a maximum of 48 consecutive hours unless an extension is first requested and approved by the Board of Directors.

**Section 10. Pets.** No animal of any kind shall be kept or maintained on any Lot except the dogs, cats or other customary household pets may be kept provided that they are duly licensed, if applicable; that they do not constitute an annoyance or nuisance; that they are well groomed and maintained in a sanitary condition, that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged. When any such authorized pets are beyond the boundaries of the Owner's Lot, the Owner shall be responsible for prompt clean up and sanitary disposition of any solid pet excrement.

**Section 11. Fences.** All fences, hedges, walls or the like constructed upon any Lot shall obtain prior approval of the ARC or its Architectural Review Representative. No fences or any other structures or improvements may be erected upon, or placed within ten (10) feet of the rear Lot lines of Lots 8 through 13 of Block G or within ten (10) feet of the approximately three hundred twenty-seven (327') foot meandering northern boundary of Lot 7 of Block G.

**Section 12. Signs.** Except as hereinafter specified, no sign of any kind shall be displayed to public view on any lot except one sign of not more than 6 square feet advertising the property for sale, or one sign used by a builder during construction. One personal sign will be allowed if displayed within five feet of the building structure. A home security sign may be displayed, no larger than two square feet. A single political sign no larger than two by three feet is permitted, but may not be erected more than 30 days before its candidate's Election Day, and must be removed no later than the day after Election Day. No sign shall be illuminated.

**Section 13. Trees.** Upon completion of construction of the residential structure and/or within one year of the date Santa Rosa County has issued its Certificate of Occupancy for a residential structure, prior to occupancy, trees shall be planted on all Lots in conformance with the "Architectural Guidelines. No owner may destroy, alter or disturb in any way, the trees, shrubs and vegetation without the prior written approval of the ARC.

**Section 14. Resubdivision.** Except as provided hereunder, all Lots shall be conveyed as a whole except that two (2) or more contiguous Lots may be resubdivided

into an equal or lesser number of contiguous parcels provided that: (a) The square foot area of each resubdivided parcel equals or exceeds the square foot area of the smallest Lot being subdivided; and, (b) the ARC shall approve same by an instrument recorded in the public records of Santa Rosa County, Florida. Thereafter, such resubdivided Lots shall constitute Lots for purposes of this Declaration.

The Declarant, while in title thereto, hereby reserves the right in its sole discretion and without consent of any Owner or Association to re-subdivide some or all of the Lots comprising Blocks H, K, and L into a greater number of contiguous and smaller Lots and in which event the Declarant further reserves the right to amend, modify or restate this Declaration of Covenants, Restrictions, Conditions and Easements with respect to such re-subdivided smaller residential Lots. Declarant hereby further reserves the right in its sole discretion and without consent of any Owner or Association to amend the Plat one or more times to reflect any such re-subdivisions provided for in this paragraph. Further, such re-subdivided smaller Lots may be redesignated and referred to as Woodlake Cottage Lots.

**Section 15. Mailboxes.** All mailboxes, paper boxes, or other receptacles of any kind or use in the delivery of mail, newspapers, magazines, or similar materials shall be approved in writing by the ARC, or the Architectural Review Representative, prior to construction. The ARC shall have the right to designate a uniform mailbox structure, or limited group of mailboxes to select from, which shall then be used by all Owners.

**Section 16. Antennas.** No outside antennas, flag poles, masts, towers, or the like shall be erected on any Lot without the prior written authorization of the ARC or the Architectural Review Representative. Flag poles may be attached to a residential structure to demonstrate seasonal, collegiate or patriotic flags; however, this flag cannot exceed the height of the eave of the first floor. If a home owner has previously installed a flag pole (as of September 1, 2007), they have a grandfathered waiver. After September 1, 2007, all flag poles exceeding the first floor eave of the house are prohibited. Satellite receiving devices shall be affixed and installed for maximum concealment and minimum visibility from the front of the Lot.

**Section 17. Detrimental Appearance.** Items detrimental to the appearance of the Development shall not be permitted on any of the Lots

**Section 18. Garbage and Trash.** All garbage and trash containers, oil tanks, bottled gas tanks, and the like shall be kept clean and sanitary, and must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line (except for approved garbage canisters awaiting pickup by garbage collection services, but, in such case, only for the limited period of time reasonably required to accommodate such collection). No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

The Association, acting through its Board of Directors, may determine to limit and implement on an exclusive basis the pickup of garbage and/or lawn debris by one

garbage collection service throughout the subdivision. In such event all Lot Owners shall exclusively use the services of such Association designated exclusive garbage collection service.

Section 19. Nuisance. Noxious or offensive activity shall not be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

Section 20. Attractive. All structures shall be designed so that all elevations are attractive in appearance.

Section 21. Construction. All construction commenced upon a Lot shall be pursued diligently and such construction must be completed within nine (9) months after commencement. An industrial waste container (or other alternative method of containing and controlling construction debris acceptable to the ARC or the Architectural Review Representative) shall be used during all construction.

Section 22. Compliance with the Laws. All laws of the State of Florida, laws of Santa Rosa County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

Section 23. Mining. No drilling, mining, exploration or the like for oil, gas or other minerals shall be permitted or allowed on or under any Lot in the Development.

Section 24. Underground Utilities. No above ground electrical, telephone, cable TV, radio or other such antenna, wiring or utility service shall be permitted without prior written approval of the ARC or the Architectural Review Representative.

Section 25. Maintenance. All Owners shall keep their Lots and any improvements thereon (including landscaping and sidewalks), as well as any adjacent land areas in the road right of way between the Lot line and the curb of the road, neatly, diligently and properly maintained, clean and sanitary at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the Development, the Association, the Declarant, the ARC and/or appropriate governmental agencies, and shall also subject such Owner to the enforcement sanctions provided for in Article V, Section 11. However, notwithstanding any provision to the contrary herein contained until such time as the Declarant has conveyed a Lot to an Owner and such Owner or his successors or assigns has commenced and completed construction of a structure on such Lot, the provisions of this Section may be waived by either the Declarant or the ARC.

Section 26. Driveway and Sidewalk Construction. All driveways shall be constructed of concrete and/or pavers with a minimum width of ten (10) feet. All driveways will be constructed in a manner that will not alter the requirements of the storm drainage system constructed for the Development.

A four (4) foot wide concrete sidewalk will be constructed at the time the driveway is being built or not later than one (1) year after the date a Lot is first purchased from Declarant, whichever first occurs. It is to be constructed on the Lot immediately adjacent to the street side property line of the Lot. On corner Lots it will also be built along the side street and at the corner a handicap ramp to street level is required.

All curbs must be cut before being removed to construct driveways and handicap ramps, and shall be repaired in a neat and workmanlike manner.

**Section 27. Garage Sales.** Individual garage, yard, and estate sales are prohibited in the subdivision. The Board will determine up to two annual subdivision wide sales events. These sales events will be limited to only Fridays and Saturdays.

## ARTICLE V – 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 improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessment, 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 exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of any Common Area, any real or personal property owned by the Association or in which it has an interest, or any public or private property adjacent to, or in the same general locality as, the Development. The Association shall have the obligation to maintain all Common Areas (including, without limiting the generality of the foregoing, any and all non-public roads, curbs, easements, drainage facilities, drainage structures, holding and retention ponds, as well as landscaping, signage, subdivision fencing, pavilions, bridge, lighting, recreational facilities, parking lot and other improvements in the Subdivision or Development or on “Woodlawn Commons” (Parcel “5” on the Plat) and the like), and shall pay all ad valorem property taxes lawfully assessed upon them, if any. 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 capital improvements to any Common Areas.

**Section 3. Annual Assessments.** Until January 1, 2002, the maximum annual assessment will be \$200.00 per Lot.

- A. From and after January 1, 2002, the maximum annual assessment may be increased each year not more than 25% above the potential maximum assessment from the previous year without a vote of the membership.
- B. From and after January 1, 2002, the maximum annual assessment may be increased above 25% of the previous year's potential maximum assessment by a vote of 60% of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.
- C. The Board of Directors of the Association shall fix the annual assessment at the amount not in excess of the potential maximum assessment.
- D. Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes lawfully assessed, if any, upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to the amount sufficient to pay such taxes.

Notwithstanding any provision herein contained to the contrary, Declarant, in accordance with the provisions of Florida Statutes Section 720.308, may in lieu of paying annual assessment on its unsold Lots, elect to be financially responsible to pay the Association's operating expenses incurred that exceed the assessments receivable from other members and other income of the Association in any particular calendar year.

**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, any property owned by the Association or in which it has an interest, or 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 of sixty percent (60%) of the votes of the Owners 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. Segregation of Funds.** Funds collected by the Association from annual assessments and any special assessments shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required to be maintained as aforesaid, there need be no physical division of such funds and same may be held in a consolidated account in which each separate fund has an undivided interest.



**Section 6. 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 Sections 3(B) or 4 of 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 thirty (30) 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 thirty percent (30%) 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-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Annual and special assessments shall be at a uniform rate for all Lots. Subject to the special provisions for Declarant contained in Section 3 of this Article, annual assessments shall be at a uniform rate for all Lots.

**Section 8. 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 Director of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period (except for the year 2001). 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 statue of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 9. Effect of Nonpayment of Assessment; 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 10. 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 became 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 form the lien thereof.

**Section 11. Maintenance.** The owner of each lot shall maintain the lot together with all improvements in well kept, safe, and attractive conditions free of debris and accumulations. Grass shall be kept cut and not exceed three and a half inches high and landscaping shall be kept attractively trimmed. In the event any owner shall fail (after 30 days written notice from the Association) to maintain any lot or to maintain the improvements situated thereon, the Board of Directors of the Association, may, through its agents, employees and contractors, enter upon said lot and premises, to repair, maintain and restore the lot and/or exterior of the building or any other improvements erected thereon. The cost of such lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 30 days after written demand), as well as attorney's fees and costs, shall be charged on the lot and be a continuing lien upon the lot, and also be the personal obligation of such owner(s). Before any action is taken to restore, repair, clean or otherwise maintain such property, the Association shall provide the owner with a written notice to the owners address listed on the County tax roll, via certified mail. If the certified mail is unclaimed, its return shall constitute sufficient notice, and the 30 day period shall be computed from the date of initial mailing.

In the event of catastrophic damages to any residence, affected owners must take all steps necessary to initiate restoration or demolition of the damaged structure within thirty (30) days. Such damage to un-built lots in the form of fallen trees, leaning or damaged trees, accumulations of debris or fire charring must be removed within forty-five (45) days of occurrence.

## **ARTICLE VI - COMMON AREAS**

**Section 1. Owner's Easements of Use and Enjoyment.** Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas, or any part thereof which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

- A. The right of the Association to charge reasonable admission and other fees for the use of any facility including, but not limited to, boat storage and surrounding area situated upon any Common Areas;
- B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy the Common Areas or any part thereof for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations

pertaining to the use and enjoyment of any such recreational and/or Common Area facilities;

- C. The right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, governmental body, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners then entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is en tot every Owner not less than fifteen (15) days and not more than sixty (60) days in advance; provide, however that for a period of eight (8) years from date of recording this Declaration, Declarant may, without action of the Association, grant such easements, licenses or the like across, to or under all or any portion of the Common Area which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners.
- D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgages in said properties shall be subordinate to the rights of Owners hereunder; and
- E. The right of the Association to limit the use of any Common Area by published rules, regulations, and sanctions for violations thereof, including the number of guests and prescribing hours of usage, and to promulgate rules and requirements appropriate for the operations, maintenance, and replacement of gates and other security equipment and devices.

**Section 2. Delegation of Use.** Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to guests and tenants, invitees, and to the members of his family and contract purchasers and/or leaseholders who reside on the property.

**Section 3. Grant/Reservation of Easements;**

- A. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement and fire fighting agencies or organizations and to any other persons, organizations, or entities

who, in the normal course of their operations, respond to public or private emergencies.

- B. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas for purposes of construction thereon and thereabout of improvements, installation and maintenance of utilities and drainage facilities, sale of Lots (including placement or construction of a temporary sales trailer which shall be removed by Declarant upon completion of such uses) and such other purposes and uses as Declarant, in its absolute discretion, deems appropriate or necessary in connection with the sale and development of the Lots within the Subdivision and the proposed Development.

## **ARTICLE VII –ENVIRONMENTAL AND ARCHAEOLOGICAL PRESERVATION**

**Section 1. Water.** In the interest of public health and sanitation and in order to insure that the Subdivision and Development and all other land in the same locality may be benefited by decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the Development shall use such Lot for any purpose that would result directly or indirectly in the draining or dumping into any drainage system or device, any refuse, sewage, or other material which might tend to pollute.

**Section 2. Filling.** No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway located or on which it may abut without appropriate governmental permits (if required) and prior written approval of the ARC, which approval will not lightly be given absent extraordinary circumstances. Additionally, during and following construction on any Lot of any residence or other improvement with any proximity at all to any wetland, the following shall be observed: 9a) Any wetland areas or water bodies which might be affected by reason of such construction shall be protected from any erosion, sedimentation, siltation, scouring, excess turbidity and dewatering; (b) all disturbed upland areas shall be stabilized during and after construction so as to prevent any erosion, sedimentation, siltation, or scouring; and (c) there shall be no storage or stockpiling of tools, materials, etc. within wetlands or along water bodies, and any cleared vegetation, excess materials, trash, garbage, and any type of debris shall be kept from (or if inadvertently located in the same, promptly removed) from such wetlands and water bodies at all times.

**Section 3. Septic Tanks.** Declarant has constructed and otherwise provided for disposal of sanitary sewage with the Subdivision by extending the South Santa Rosa County Utilities Authority central sanitary sewage collection system throughout the Subdivision. Accordingly, the use of septic tanks on any Lot, even temporarily, is

prohibited (except for use in conjunction with any temporary sales center established by Declarant).

## ARTICLE VIII – GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, the Declarant, the ARC or any owner shall have the right to enforce by any proceeding at law or in equity, any and all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Declarant, the ARC or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any person or entity, unless otherwise in this Declaration expressly provided, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

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

**Section 3. Duration and Amendment.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them until January 1, 2022, unless amended by an instrument signed by two-thirds (2/3) of the Lot Owners then entitled to exercise two-thirds (2/3) of the voting rights as set forth in Article II, Section 2. After January 1, 2022, this declaration shall be automatically extended for successive periods of ten (10) years each, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, until such time as the control of the Association has transferred from Declarant to non-Declarant Lot Owners, Declarant reserves the right unto itself to amend this Declaration at any time within eight (8) years after date hereof if doing so is necessary or advisable to:

- A. Accommodate FHA, VA, FNMA other agencies or lenders, involved with the financing of residential structures within the Subdivision; or
- B. To conform to the requirement of any governmental body or agency with permitting or other regulatory authority; or
- C. Correct any scrivener's errors herein contained or to clarify any ambiguities contained herein; or

- D. At any time avail itself of its re-subdivision rights contained in Article IV, Section 14 or annexation rights contained in this Article.

Any amendment to this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Annexation. Declarant may, in its sole discretion and without consent of any Owner or the Association, at any time, and from time to time, annex such additional property owned by Declarant in Sections 24 & 25, Township 2 South, Range 28 West and Sections 19 & 30, Township 2 South, Range 27 West, Santa Rosa County, Florida, and common areas (regardless of whether contiguous or not and regardless of whether residential or otherwise) as Declarant shall in good faith determine. Such annexation shall be evidenced by an instrument recorded in the public records of Santa Rosa County, Florida, executed by Declarant describing the real property to be annexed and any modifications and/or qualifications to this Declaration to be applied to such annexed property (including potentially different use restrictions), all as determined by Declarant in its sole discretion. Following any and all such annexations, the Owners of such additional property thereupon and thereafter have such rights, privileges and benefits, including, but not limited to, the right to use the Common Areas, and shall be subject to such responsibilities and obligations, all as set forth in such recorded annexation document.

Section 5. Nonliability of Association, et al. Neither the Association, its officers, directors, Declarant, its officers, directors, the ARC nor the Architectural Review Representative shall, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservations, liens or charges herein contained by any owner.

Section 6. Miscellany. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. Owner agrees that in any action filed by Association seeking a permanent injunction against an Owner for any alleged violations of these restrictive covenants, Association shall not be required to file any bond. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

In WITNESS WHEREOF, the undersigned president of Woodlawn Heights Owners Association, Inc. have executed this document this 3<sup>rd</sup> day of October, 2007