

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAURELWOOD SUBDIVISION

STATE OF FLORIDA
COUNTY OF SANTA ROSA

THIS DECLARATION made and entered into this _____ day of _____, 2006, by Southland Builders, Inc., a Florida Corporation, hereafter called Declarant, Witnesseth;

WHEREAS, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described as;

Laurelwood, according to the plat of the subdivision recorded in Plat Book 10 at Page 36 of the public records of Santa Rosa County, Florida.

NOW THEREFORE, Declarant declares that the property described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, and their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof:

DEFINITIONS

“DECLARANT” shall mean and refer to Southland Builders, Inc, a Florida Corporation, being responsible for the platting and development of the subdivision.

“OWNER” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot and shall include contract vendors pursuant to an unrecorded sales agreement or contract, and contract vendees of a recorded contract for deed. Owner shall not include those persons or entities having a record interest in a lot, merely as security for the performance of an obligation such mortgagees and contract vendors of a recorded contract for deed.

“LOT” shall mean and refer to all those lots shown on the recorded subdivision plat of Laurelwood.

“PROPERTY” shall mean and refer to that certain tract of real property herein described.

“DECLARATION” means this Declaration of Covenants, Conditions, and Restrictions for Laurelwood and all supplements and amendments to this Declaration.

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ARCHITECTURAL CONTROL

Prior Approval - No Structure or other improvement shall be erected, altered, or placed on any Lot in the subdivision until the design, location, plans, specifications, and plot plan showing the nature, kind, shape, height, materials, color, and location of such structure or improvements have been approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Architectural Review Committee fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this Article will be deemed to have been complied with.

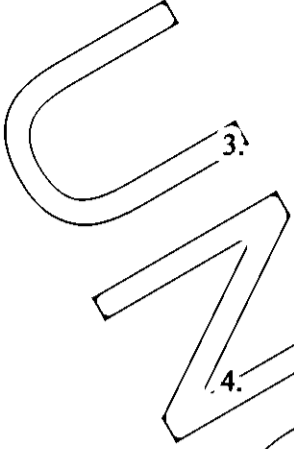
Architectural Review Committee - The Architectural Review Committee will consist of a single person or a committee of persons selected by Declarant. Declarant may temporarily delegate this right to appoint members or may assign this right by written instrument recorded in the Public Records. Members of the Architectural Review Committee will serve at the pleasure of the entity entitled to select the members and may be replaced at any time. 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 initial members of the Architectural Review Committee shall be Sanford L. Wyatt and Gordan C. Howell.

GENERAL LAND USE

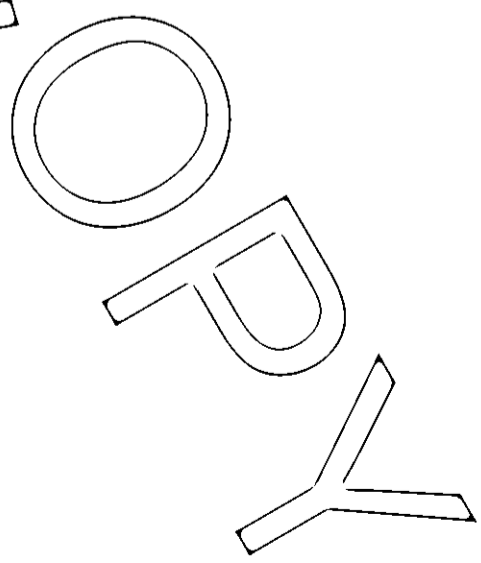
The following restrictions are guidelines which it is anticipated will be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions utilizing the same standards of review as those set above, 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 or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

1. Use - All lots in the subdivision shall be used and occupied for single family residential purposes only. Commercial activity of any type is specifically prohibited.
2. Prohibited Residences - No trailer, house trailer, modular home, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence, either temporary or permanently, nor shall any structure of temporary character be used as a residence. No structure that is unfinished on the exterior shall be occupied.

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- 3. Minimum Square Footage and Residential Design - All dwellings erected or constructed on any lot shall not exceed two and one-half stories in height and shall contain a minimum of 2,200 square feet (2,400 square feet in Martha Mills) of heated living area, in addition to a double car garage, and no dwelling with more than one story of living area shall have a ground floor living area of less than 1,200 square feet. All garages must be constructed to have a side entry.
- 4. Completion of Construction and Repairs - Any construction commenced upon a lot shall be diligently and continuously pursued once begun and, in any event, promptly completed. The Architectural Review Committee may, as a condition of approval, impose a deadline to complete construction. In addition to any other remedies, the Architectural Review Committee may impose a fine for each day of violation for work that is not diligently pursued, continued, and completed.
- 5. Lot Setback - No residence or other structure shall be erected or constructed with any portion of which is within 25 feet of front, lot line or 25 feet of the rear lot line. Side setback shall be no less than 10% of the width of the lot measured at the front building setback line.
- 6. Wiring - No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted. (There shall be an exception for all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage).
- 7. Drainage Easements - Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.
- 8. Mailboxes - All mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted in only the location approved by the Architectural Review Committee and must be constructed according to a size, design, and material approved by the Architectural Review Committee. Brick or material matching the home is recommended.
- 9. Sodding and Landscaping - With respect to each Lot or building site on which a residential dwelling is constructed, it is required that at the time of initial construction, all of the front, rear and side yards be sodded and landscaped.
- 10. Easements Prohibited - No lot shall be used for public right-of-way to adjacent properties. 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.
- 11. Further Subdivision - No lot shall be sold or conveyed except as an individual parcel and subdivision into smaller parcels is strictly prohibited. All lots shall be conveyed as a whole except that two or more contiguous Lots may be re-subdivided into equal or lesser number of contiguous parcels provided that: (a) the square foot area of no re-subdivided parcel may have less square foot area than the smallest lot on the Plat recorded in Plat Book _____ at page _____ of the public records of Santa Rosa County, Florida; and (b) the Architectural Control Committee shall approve the 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.

- 12. Antennae, Aerials, and Satellite Dishes - No outside antennas, poles, masts, tower, receiving dishes, or the like (except commonly-utilized house mounted television antennas and dishes which shall be installed in rear of residence) shall be erected on any lot. Under no circumstances shall any satellite dish exceed 36 inches in diameter.
- 13. Clotheslines - No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots, Common Property or adjacent roads.
- 14. Maintenance - All dwellings, yards, drives, and landscaping must be maintained at all times. Failure to provide such maintenance shall be a violation of these restrictions and may be enforced by any governmental agency as well as any other Owner.
- 15. Litter, Trash, Garbage - No wrecked or junked vehicles or remains thereof shall be kept, retained, overhauled, dismantled or assembled on any part of the property. Neither shall any trash, rubbish, garbage or other waste be kept, except in sanitary containers and shall be kept in a clean and sanitary condition and be screened from street view. To maintain a high standard for this first-class single family residential subdivision the Architectural Review Committee will require that one sanitary company service the subdivision. This will ensure less traffic from larger sanitary vehicles and that all sanitary containers are uniform in design.
- 16. Fencing - No chain link fence shall be allowed and no fence shall be erected nearer to the front Lot line of the Lot than the rear line of their residential structure, unless approved by the Architectural Review Committee and any such fence shall be approved by the Architectural Review Committee and shall not exceed six feet in height. Any and all wood privacy fencing must be built so that the framework or "ladder" faces inward toward rear yard of residence and the finished or smooth side faces outward.
- 17. Pets - No animals, livestock or poultry of any kind shall be kept or maintained on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they are duly licensed, if applicable, and do not constitute a nuisance. It is further provided such pets are not permitted to be present beyond the boundaries of the Owner's Lot, without being leashed or caged. Any and all Owners of such domestic pets shall be responsible for prompt and immediate clean up and sanitary disposal of any solid pet excrement. In no event shall more than three (3) household pets be kept on any Lot or building site at any one time.
- 18. Sidewalks - Sidewalks shall be constructed by the builder during construction of each residence and shall be constructed according to Santa Rosa County Specifications. Each Lot shall tie into the next one so that a continuous walk path is created throughout Block "A", Block "B" and Block "C" of Laurelwood. Attractive landscaping, mowing and maintenance from edge of road to rear of lot line, including sidewalk area, is the responsibility of each lot owner.

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Signs - No sign of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale, or signs used by a builder to advertise the property during construction

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

21. **Detached Structures** - No outside storage building of any nature whatsoever will be permitted on any lot unless approved by the Architectural Review Committee. Any detached structure shall be designed, constructed and maintained so as not to be degrading to other lots therein and shall be set back so that the front thereof is no closer to the front property line than the rear line of the residential structure. Any detached structure must be constructed of the same materials, design, and colors as the residential structure, i.e. roof, brick vinyl, stucco, etc. No construction or addition of any such structure shall begin without written approval from the Architectural Review Committee.

22. **Nuisances** - Any activity which is noxious or offensive to other Lot Owners shall be specifically prohibited

23. **Parking** - Except for temporary parking by visitors and those vehicles used as the normal mode of transportation by the residents, no wheeled vehicles of any kind, boats, or any offensive objects may be kept on public right-of-way of the subdivision or in the front or side yard area of any lot. Such objects may be kept completely inside of a garage attached to the main residence or within the rear yard provided such objects are sufficiently screened to be obstructed from view from outside of the lot. No mobile home shall be maintained or kept on any lot.

24. **Appearance** - All structures and improvements shall be designed so that the rear, as well as the front, is attractive, neat and orderly in appearance, and all structures, yards, drives and landscaping shall be maintained in an attractive, neat and orderly appearance at all times. Driveways shall be of concrete construction only and shall connect to a county maintained road.

25. **Enforcement** - Enforcement shall be by proceedings at law or equity by the undersigned or their successors or by any property owner or resident of a lot in the subdivision against any person or persons violating or attempting to violate any covenant hereof, and said action may seek either to restrain the violation of the covenant or to recover damages thereof, provided, however, no violation shall ever work a forfeiture or forfeiture of the title.

26. **Severability** - Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and erect.

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Duration and Amendment - These covenants shall run with the land, shall be deemed a part of all deeds and contracts for conveyance of any and all lots in the subdivision and shall be binding upon all parties and all persons claiming under them for a period of twenty years from date these covenants are recorded, after which time these covenants shall automatically be extended for successive periods of ten years unless an instrument signed by majority of the then owners of the lots in the subdivision has been recorded agreeing to change said covenants in whole or in part; provided, however, that at any time during the force and continuance of these covenants the then owners of at least two-thirds of the lots in the subdivision may, by written instrument recorded in the public records of Santa Rosa County, Florida, modify, amend, or change these covenants.

IN WITNESS WHEREOF, Declarant has executed this instrument on the day and year above written.

Signed, sealed and delivered in the presence of:

Southland Builders, Inc.

Connie A. King

Sanford L. Wyatt
Sanford L. Wyatt, President

Gordan C. Howell
Gordan C. Howell, Sec/Tres

Declarant's Address is: 4374 Fifth Ave, Pace, FL 32571

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Before me personally appeared Sanford L. Wyatt and Gordan C. Howell to me well known and known personally to me to be the individual described in and who executed the foregoing instrument and acknowledged before me that the same was executed for the purpose therein expressed.

WITNESS my hand and official seal this 15th day of March, 2006.

Connie A. King
Notary Public

