

Prepared by/return to:
Ward Creek, LLC
130 Richard Jackson Blvd.
Ste 200
Panama City Beach, FL 32407

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SALTGRASS AT WARD CREEK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 17 day of September, 2024-, by **WARD CREEK, LLC**, a Florida limited liability company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, that certain real property owned by Declarant in Bay County, Florida, as more particularly described on Exhibit "A" hereto and any additional property made subject to this Declaration in the future by amendment or supplement shall constitute "SALTGRASS AT WARD CREEK" or the "Subdivision" referred to in this Declaration.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association (hereinafter defined) subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Subdivision (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Act" means Chapter 720, Florida Statutes, as amended from time to time.
- (b) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.

- (c) "Articles of Incorporation" means the Articles of Incorporation of Saltgrass at Ward Creek Community Association, Inc., a Florida non-profit corporation, as filed in the records of the Florida Department of State, Division of Corporations, as the same may hereafter be amended, altered or repealed from time to time.
- (d) "Association" means Saltgrass at Ward Creek Community Association, Inc., a Florida non-profit corporation.
- (e) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (f) "Builder" means any commercial home builder or contractor who is in the business of constructing residential structures to sell to owner-occupants.
- (g) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (h) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.
- (i) "Community Property" means all of the Lots and the Common Area, collectively.
- (j) "Declarant" means Ward Creek, LLC, a Florida limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (k) "Declarant Deficit Funding Period" means the period of time during which the Declarant elects to exempt all Lots owned by Declarant from payment of assessments of any type by the Association pursuant to Section 4.09 of the Declaration.
- (l) "House" or "Home" means any single-family dwelling unit situated upon a Lot.
- (m) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (n) "Member" means every person or entity who is a member of the Association.
- (o) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (p) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (q) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

- (r) "Plat of Subdivision" has the meaning ascribed to such term hereinabove.
- (s) "Builder Rate" means the rate that the Declarant agrees that a preferred Builder will be charged for assessments during any Declarant Deficit Funding Period.
- (r) "Stormwater Management System" shall mean a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.
- (s) "Subdivision" means Saltgrass at Ward Creek, a subdivision as shown on the Plat(s) of Subdivision.
- (t) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Bay County, Florida, (ii) any event described in Florida Statutes, Section 720.307(1), or (iii) December 31, 2050; provided however, in the event of a conflict between the Florida Statutes and the foregoing, the applicable Florida Statute controls.

1.04 Purposes. It is intended that the Subdivision development will be a residential community.

ARTICLE TWO **COMMON AREA**

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes; provided, however, that Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any rules and regulations adopted by the

Association. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon, their successors and assigns.

2.04 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.05 Easements.

- (a) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.
- (b) Structures. No dwelling unit, house, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.
- (c) Overhead Wires. Except during construction on a Lot or in the event of an emergency which may require the installation of temporary power poles and overhead electrical service, no Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to

any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and special assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.04 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR

ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements to the Common Area, and (3) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided. All assessments and other charges, together with interest, administrative late fees (subject to the limitations of Florida law) and costs (including reasonable attorneys' fees and costs) shall be a charge and continuing lien upon each Lot against which the assessment or charge is made until paid. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs, and then to the delinquent assessments. Each such assessment, together with interest, the administrative late fee and costs, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment came due. Each Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title; provided, however, that "previous Owner" shall not include an association,

mortgagee, lien holder, or other lender that acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous Owner.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping, structures, holding and retention ponds, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them.

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Areas, and any and all other expenses of the Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth in the Articles of Incorporation. Once assessed, the Association has a lien on each Lot for any unpaid assessments, interest, late fees, attorneys' fees, and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The initial annual assessment period will commence on the date the Board of Directors fixes the initial annual assessment and continue until December 31 of that calendar year. Thereafter, each annual assessment period will be the calendar year, if any.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy, in any annual assessment period, a special assessment applicable to that calendar year. Any such special assessment may only be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto, and to cover unbudgeted expenses, expenses in excess of those budgeted, and other common expenses of the Association; provided, however, that the total of all such special assessments for any given calendar year shall not exceed \$500.00 per Lot, unless such special assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association. Notwithstanding the foregoing, before Turnover, the Board of Directors may not levy a special assessment unless a majority of Members, other than the Declarant, has approved the special assessment at a duly called special meeting and in accordance with the requirements of the Act.

4.05 Date of Commencement of Assessments and Due Dates. The assessments provided for herein shall commence as to a particular Lot upon the earlier of: (i) conveyance of the Lot to any Owner who is not Declarant. Notwithstanding the foregoing, during the Declarant Deficit Funding Period (as hereinafter defined), the Declarant may agree that the assessments owed by a Builder on Lots owned by said Builder be assessed at the agreed upon reduced Builder Rate for such time as provided by the Declarant, but in no event beyond the date of completion of construction of a House on the Lot as evidenced by a certificate of occupancy, or the Builder's transfer of title to the subject Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days prior to each annual assessment period, and in accordance with the requirements of the Act, the Board of Directors shall prepare and adopt a budget for the estimated common expenses of the Association during the coming assessment period. Except as otherwise provided in this Section 4.05, each Owner shall pay an equal amount of the annual assessment. The aggregate amount of the assessments shall be set at a level which is reasonably expected to produce income for the Association equal to the total budgeted common expenses. The Board of Directors shall send a copy of the budget and

notice of the amount of the annual assessments for the following year to each Owner in accordance with the requirements of the Act, as may be amended from time to time. If the Board of Directors fails for any reason to determine the budget for any year, then until such time as the budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. Any revised budget prepared and adopted by the Board of Directors shall become effective in accordance with the requirements of the Act, as may be amended from time to time. The Board of Directors shall determine if annual and special assessments will be collected annually, quarterly or at some other interval and shall set due dates for assessment payments.

4.06 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon until the date such unpaid assessments are paid at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Florida. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, late fees, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any assessment within ninety (90) days of the applicable due date or as otherwise mandated by the Act. Prior to such suspension, any Owners will be given fourteen (14) days' notice of the suspension and an opportunity for hearing, if required, pursuant to Florida law.

4.07 Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the Act, and specifically, §720.3085(2) (2019) of the Act, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

4.08 Estoppel Letter. The Association shall, upon request from an Owner or on behalf of an Owner, provide estoppel certificates for a fee as established by the Board of Directors and in accordance with the requirements of the Act.

4.09 Declarant Exemption; Assessments during Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, Declarant may elect to exempt all Lots owned by Declarant from payment of assessments of any type by the Association until the first to occur of (i) Declarant's execution and recording in the real property records of Bay County, Florida of a written waiver of the exemption from assessments set forth in this Section 4.09 or (ii) Turnover (the "Deficit Funding Period"); provided, however, that for so long as Declarant's Lots are exempt from assessments, Declarant shall be responsible for and shall pay any operating expenses incurred by the Association that exceed the amount of assessments receivable hereunder from the other Members and other income sources (if any) of the Association, including but not limited to, Working Capital Contribution (hereinafter defined). In any

event, Declarant shall not be obligated to pay for repairs, replacements or other losses or damages occasioned by Acts of God, casualty losses, emergencies or other contingencies that are outside the realm of usual operating expenses or are not usually included in the annual budget of the Association. Unless the Declarant notifies the Board in writing otherwise, the Declarant shall continue paying (or being exempt from the payment of) assessments on the same basis as during the Association's prior fiscal year.

4.10 Initial Operating Fund Contribution. In addition to annual and special assessments levied hereunder, the first Owner acquiring title to a Lot and subsequent purchasers thereof shall pay to the Association at the closing of such Lot a contribution to the operating funds of the Association in an amount equal to one-fourth (1/4) of the annual assessments for Common Expenses then being levied by the Association (an "Initial Operating Fund Contribution"). The Initial Operating Fund Contribution may be used by the Association for any purpose not expressly prohibited by law.

4.11 Fines. The Association may levy reasonable fines against any Owner for violations of the provisions of this Declaration, the Articles, the Bylaws, or the rules and regulations of the Association. A fine may not exceed \$100.00 per violation of any Owner or Owner's tenant, guest, or invitee for failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Articles, the Bylaws, or the reasonable rules and regulations of the Association unless otherwise provided herein. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate unless otherwise provided herein. A fine of less than \$1,000.00 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorneys' fees and costs from the nonprevailing party as determined by the court. Such fines shall be established by the Board of Directors and in accordance with the requirements of the Act.

4.12 Transfer Fee. The St. Joe Community Foundation, Inc. (including any successor or assign which meets the qualifications for tax-exempt status required under Section 501(c) of the Internal Revenue Code, as it may be amended, "Foundation") has been established as a tax-exempt entity under Section 501(c) of the Internal Revenue Code to provide funding for various programs, projects, services, and activities which, in the judgment of its board, provide benefit to the people of the Northwest Florida region and/or the areas within and around the Community. Upon each initial transfer of title to a Lot by the Declarant, the Declarant shall pay to the Foundation a transfer fee equal to one-half percent (0.50%) of the gross selling price of the Lot. Upon each subsequent transfer of title to a Lot, the purchaser shall pay to the Foundation a transfer fee equal to (0.50%) of the gross selling price of the Lot. Such transfer fee shall be due and payable at the closing of each transfer of title to a Lot. Notwithstanding the above, any transfer of a Lot to the Declarant, or any Declarant-Related Entity, shall be exempt from the payment of the transfer fee and the Foundation, in its discretion, may exempt certain other transfers from the payment of the transfer fee. The classification of any transfer as exempt shall not be deemed a waiver of the Foundation's right to collect the transfer fee on future title transfers under similar circumstances. The Association shall cooperate with the Foundation in the collection of the transfer fee by, among other things, notifying the Foundation, or its designee, of any pending transfer. The obligation to pay such transfer fee shall be the obligor's personal obligation. The Foundation shall have a lien against each Lot to secure payment of such transfer fee, as well as interest (in the amount of 12% per annum) and any costs of collection (including attorneys' fees). Such lien shall be superior to all other liens except (a) the Association liens under Article 8, (b) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (c) the lien or charge of any recorded first Mortgage made in good faith and for value. The Foundation may enforce its lien and the obligor's personal obligation to pay by suit, judgment, and judicial or non-judicial foreclosure in the same manner as the Association under this Declaration; provided, the Foundation's lien rights as to a particular transfer shall expire if action to enforce the lien is not commenced within five years following the date of the closing of the transfer of

such Lot. This Section may not be amended without the Foundation's written consent, and any amendment without such consent shall be void and of no force and effect.

ARTICLE FIVE **MAINTENANCE AND REPAIR**

5.01 **Maintenance.** The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 **Failure to Maintain.** In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 **Damage to Common Area.** Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX **ARCHITECTURAL CONTROL**

6.01 **Submission of Plans and Specifications.** No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in conformity and harmony with this Declaration by the Architectural Review Committee. The Architectural Review Committee may, from time to time, establish written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 **Approval or Disapproval.** The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval

or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to ensure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN **USE RESTRICTIONS**

7.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot may place one (1) "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any House shall contain a minimum of one thousand three hundred (1,300) square feet of heated and cooled living space.
- (b) No House may exceed two (2) habitable stories above grade.
- (c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof.
- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted, except as provided in Section 2.05(c).
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) must be approved by the Architectural Review Committee and must be installed in such a way as minimize visibility from the front of the Lot and shall be placed on the back or side of the house. Notwithstanding the foregoing, the Architectural Review Committee shall regulate antennas, satellite dishes, and/or other signal-receiving equipment of any kind in strict compliance with all federal laws and regulations.
- (h) Driveway must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.
- (i) Walls or fences constructed or erected on any Lot shall be of ornamental iron, wood, vinyl or masonry construction. No wall or fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line.
- (j) All Lots shall be grassed in the entire designated yard area and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition. Notwithstanding the foregoing, nothing in this subsection shall be construed to prohibit any Owner from implementing Florida-friendly landscaping, as defined under Florida law, on his or her Lot or create any requirement or limitation in conflict with part II of chapter 373 of the Florida Statutes.

- (k) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept 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. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) located upon the back yard of such Lot; (b) enclosed on all sides by a wooden fence of at least six (6) feet in height; (c) of the same architecture and character of the House located on such Lot; and, (d) approved by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative vehicles shall be allowed to remain either on or adjacent to any Lot or Common Area for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Boats, recreational vehicles and campers shall not be parked or stored on any Lot except on specifically designated paved parking pads in the side yard or in an enclosed garage.
- (d) No permanent parking on streets is allowed. Parking in yards is strictly prohibited, except as provided herein.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction. Any and all improvements on any Lot shall comply with the standards and provisions of Bay County, Florida, and the State of Florida, and their applicable building codes. The use of dumpsters for cleaning of construction sites is permitted. All construction shall be complete within 365 days from the start of construction. Construction workers shall be allowed a twelve (12) hour period of time on the property between 7:00 AM and 7:00 PM. The Association may adopt rules to limit construction activities on certain federally recognized holidays.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of an Owner transferring firearms across the Common Area to or from that Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted; provided, however, that this Declaration does not prohibit the use of wells for landscape irrigation.

7.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee or the Board.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pool or swimming pool screening shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, above-ground pools are expressly prohibited.

7.24 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or energy conservation equipment (collectively, "Energy Conservation Equipment") shall be constructed or installed on any Lot or House without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Energy Conservation Equipment shall be installed in such a way as to minimize visibility from any Common Area or road within the Subdivision. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations regarding the use and location of Energy Conservation Equipment; provided, however, that such rules and regulations shall not impair the effective operation of such Energy Conservation Equipment and shall comply with the requirements set forth in the Act.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) consecutive hours and promptly removed from view after use. Notwithstanding the foregoing, portable generators may be used and located on a Lot for more than twenty-four (24) consecutive hours in the event of an emergency or power outage but must be promptly removed once power is restored.

7.26 Displays. Notwithstanding the foregoing, no provision of this Declaration or any rule of the Association shall abridge an Owner's right to display on his or her Lot one (1) United States flag and political, religious or holiday symbols and decorations of the kinds normally displayed in single-family residential neighborhoods, nor regulate the content of political signs. However, the Association may adopt time, place and manner restrictions with respect to flags, signs, symbols and displays visible from outside structures on the Lot, including reasonable limitations on size, number and design of such displays in accordance with Florida Statutes, Section 720.304(2).

ARTICLE EIGHT **ADDITIONAL RESTRICTIONS**

8.01 Leasing. An Owner shall be allowed to lease his Lot, provided that any such lease shall require (and shall be deemed to require, even if not expressly set forth in the lease) that the tenant comply with the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation and with any rules and regulations promulgated by the Association, as any of the foregoing may be amended from time to time. No lease of a Lot shall be for less than an entire Lot or for a term of less than six (6) months (or such longer period as may be required from time to time by local ordinance). Any such lease shall be in

writing and shall be enforceable by the Association whether or not so stated in its terms. During the term of any lease, an Owner shall not be relieved of any obligations under the terms of the Community Charter. Such lessor-Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of any of the Association organizational documents (as set forth above) notwithstanding the fact that the tenants are also fully liable for any violation of the documents and rules and regulations. In the event a tenant, occupant, guest, invitee or person living with the tenant or occupant violates such organizational documents, the Community Association, as appropriate, shall have the power to bring an action or suit against the violating tenant, occupant, guest, invitee and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity. The Association shall at all times have all rights granted to it by Section 720.3085(8), *Florida Statutes* (as amended or renumbered from time to time) or otherwise under Florida law to notify any tenant of a Lot that the Owner of such Lot is delinquent in the payment of any Assessments to the Association as the case may be, and to collect such past due amounts directly from the tenant in compliance with all applicable requirements imposed by Florida law. Further, notwithstanding any term or provision to the contrary herein, in no event shall any Owner, contemplate or permit a Lot to be used as a so-called "short term residential rental", "overnight residential rental", or "vacation rental", or a bed and breakfast, motel, hotel, or extended stay lodging facility (including, without limitation, through existing rental services such as, and not limited to, AirBnB, VRBO, HomeAway, HomeToGo, and FlipKey, among others), and the aforementioned forms of short term rentals shall be excluded when referring to the permitted forms to effectuate a lease of a Lot in this Section.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof; and
- (c) the parties must comply with the requirements of Sec. 720.311, Florida Statutes (2024), if applicable.

9.03 Attorneys' Fees. 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, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for forty (40) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. No amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. This Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members. Notwithstanding the foregoing, Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN

RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for

all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.

- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

All of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner.

10.03 Annexation by Declarant. Notwithstanding Turnover, until all property described on Exhibit "B" ("Additional Property") has been subjected to this Declaration or forty (40) years from the recording of the Declaration in the Official Records of Bay County, Florida, whichever is earlier, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. Such annexation shall be accomplished by filing a Supplemental Declaration in the Official Records of Bay County, Florida describing the property being annexed. Such Supplemental Declaration shall not require the consent of any Members or Owners, but shall require the consent of the owner of the property to be annexed, if other than the Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

10.04 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN **INSURANCE; CASUALTY**

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if

reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. Unless the requirement of fidelity coverage is waived in the manner provided in the Act, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable

time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE **MISCELLANEOUS**

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated

hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

12.09 Fair Housing Amendments Act of 1988. This Declaration, the Articles, the Bylaws, and any rules and regulations of the Association shall be subordinate to and interpreted and applied in a manner so as to be consistent with 42 U.S.C. §3601, *et seq.*

ARTICLE THIRTEEN **STORMWATER MANAGEMENT**

13.01 Stormwater Management

- (a) The Stormwater Management System shall be owned by the Association or a governmental entity and shall be located: (i) on land that is designated Common Area on the Plat of Subdivision; (ii) on land that is owned by the Association; or (iii) on land that is subject to an easement in favor of the Association and its successors.
- (b) No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities include, but are not limited to, digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Northwest Florida Water Management District ("NFWMD").
- (c) The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of Florida Department of Environmental Permit No. IND-0393890-002-EA/03 and applicable NFWMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the FDEP. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved, by the FDEP.
- (d) FDEP has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.
- (e) Notwithstanding anything contained in this Declaration to the contrary, any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of FDEP.
- (f) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C.

- (g) If any property within the Subdivision has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until FDEP determines that the area(s) is successful in accordance with any environmental resource permit(s).
- (h) Each Owner, at the time of construction of their building or structure, shall comply with the construction plans for the Stormwater Management System approved and on file with FDEP.
- (i) No Owner may construct or maintain any building or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat of Subdivision, unless prior written approval is received from the FDEP.
- (j) The Owners of Lots abutting wet detention ponds shall not remove native vegetation, including cattails, that becomes established within the wet detention ponds abutting their Lot. Removal shall include, but not be limited to, dredging, the application of herbicide, cutting and the introduction of grass carp. Owners shall address any questions regarding authorization activities within the wet detention ponds to the Association or FDEP.
- (k) A Notice of Intent to Approve Individual Project with Ecosystem Management Area in form and content reasonably approved by the Florida Department of Environmental Protection, or other applicable governmental agency, shall be recorded in the public records of Bay County, Florida. The Association shall maintain copies of all permitting actions undertaken for the benefit of the Association.

13.02 Right to Transfer. The Association shall have the right to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility for such purposes of stormwater management and subject to such conditions as may be agreed to by the Members. No such dedications or transfers shall be effective unless an instrument signed by the Members entitled to cast sixty-seven percent (67%) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than (30) days and no more than sixty (60) in advance of such dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to transfer and convey to any appropriate entity which complies with Rule 62-330.310, F.A.C., and NFWFMD Applicant's Handbook Volume 1, Section 12.3, as approved by NFWFMD, any Stormwater Management System on the Common Area of the Subdivision.

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IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

Witness:

Chris Barr
Print Name: Chris Barr
Address of Witness:
130 Richard Jackson Blvd., Suite 200
Panama City, FL 32407

Witness:

Shawn Janowski
Print Name: Shawn Janowski
Address of Witness:
130 Richard Jackson Blvd., Suite 200
Panama City, FL 32407

STATE OF FLORIDA
COUNTY OF BAY

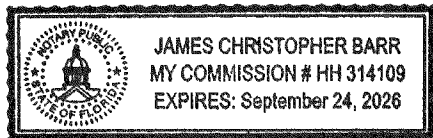
The foregoing instrument was acknowledged before me by physical presence this 17 day of September, 2024, by Bridget Precise, as President of WARD CREEK, LLC, a Florida limited liability company. He/she is personally known to me or produced a _____ as identification.

DECLARANT:

WARD CREEK, LLC,
a Florida limited liability company

By: Bridget Precise
Name: Bridget Precise
Title: President

[SEAL]



Chris Barr
Notary Public Signature

EXHIBIT "A"
COMMUNITY PROPERTY

Phase 2A:

A PARCEL LYING IN SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4 INCH SQUARE CONCRETE MONUMENT (NO.0340) MARKING THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 15 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 737.97 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79; THENCE NORTH 21 DEGREES 15 MINUTES 31 SECONDS EAST, ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 134.81 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, PROCEED NORTH 68 DEGREES 44 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 265.62 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79; THENCE NORTH 21 DEGREES 15 MINUTES 31 SECONDS EAST, ON SAID NORTHWESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 1115.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, PROCEED NORTH 68 DEGREES 43 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 633.04 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 499.78 FEET; THENCE NORTH 68 DEGREES 43 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 289.14 FEET; THENCE NORTH 14 DEGREES 31 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 114.24 FEET; THENCE NORTH 62 DEGREES 01 MINUTE 21 SECONDS WEST, FOR A DISTANCE OF 350.84 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 841.29 FEET; THENCE NORTH 63 DEGREES 06 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 450.17 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF BREAKWATER AT WARD CREEK PHASE 1, AS RECORDED IN PLAT BOOK 31, PAGE 65, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY LINE AS FOLLOWS: THENCE NORTH 86 DEGREES 01 MINUTE 14 SECONDS EAST, FOR A DISTANCE OF 428.35 FEET; THENCE NORTH 71 DEGREES 30 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 82.84 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 139.86 FEET; THENCE NORTH 52 DEGREES 30 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 648.69 FEET; THENCE SOUTH 84 DEGREES 00 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 118.63 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79; THENCE LEAVING SAID SOUTH BOUNDARY LINE PROCEED SOUTH 21 DEGREES 15 MINUTES 31 SECONDS WEST, ON SAID NORTHWESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 2,704.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 55.07 ACRES, MORE OR LESS.

And

Phase 2B:

A PARCEL LYING IN SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4 INCH SQUARE CONCRETE MONUMENT (NO.0340) MARKING THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 15 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 737.97 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79; THENCE NORTH 21 DEGREES 15 MINUTES 31 SECONDS EAST, ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 134.81 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, PROCEED NORTH 68 DEGREES 44 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 265.62 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79 AND THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 43 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 144.03 FEET; THENCE SOUTH 21 DEGREES 16 MINUTES 10 SECONDS WEST, FOR A DISTANCE OF 80.00 FEET; THENCE NORTH 68 DEGREES 43 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 193.99 FEET;

THENCE NORTH 36 DEGREES 42 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 375.76 FEET;
THENCE NORTH 73 DEGREES 57 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 153.74 FEET;
THENCE SOUTH 45 DEGREES 40 MINUTES 24 SECONDS WEST, FOR A DISTANCE OF 214.46 FEET;
THENCE NORTH 49 DEGREES 54 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 895.19 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST, FOR A DISTANCE OF 510.15 FEET;
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 46.24 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 145.00 FEET;
THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 122.38 FEET;
THENCE NORTH 00 DEGREES 02 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 125.00 FEET;
THENCE NORTH 89 DEGREES 59 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 49.99 FEET;
THENCE NORTH 00 DEGREES 18 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 90.00 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 155.63 FEET;
THENCE NORTH 67 DEGREES 28 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 738.42 FEET;
THENCE NORTH 32 DEGREES 00 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 203.74 FEET;
THENCE SOUTH 62 DEGREES 01 MINUTE 21 SECONDS EAST, FOR A DISTANCE OF 350.84 FEET;
THENCE SOUTH 14 DEGREES 31 MINUTES 25 SECONDS EAST, FOR A DISTANCE OF 114.24 FEET;
THENCE SOUTH 68 DEGREES 43 MINUTES 36 SECONDS EAST, FOR A DISTANCE OF 289.14 FEET;
THENCE SOUTH 07 DEGREES 32 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 499.78 FEET;
THENCE SOUTH 68 DEGREES 43 MINUTES 50 SECONDS EAST, FOR A DISTANCE OF 633.04 FEET TO
THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79; THENCE SOUTH
21 DEGREES 15 MINUTES 31 SECONDS WEST, ON SAID NORTHWESTERLY RIGHT OF WAY LINE, FOR
A DISTANCE OF 1,115.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.88 ACRES, MORE OR LESS.

EXHIBIT "B"
ADDITIONAL PROPERTY

All those tracts or parcels of land located within a two mile radius of any point on any boundary of the Subdivision (as defined in the Declaration and as may be expanded from time to time).

Note to clerk and title examiners:

This Declaration is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by recording a Supplemental Declaration in accordance with Section 10.03.