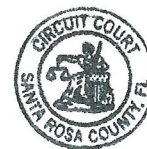


This stamp and signature certifies
this 20 page document is a copy
of the original on file in the office of:



Prepared by:
John "Jay" A. Fraiser, Esq.
Moorhead Real Estate Law Group
127 Palafox Place, Suite 200
Pensacola, FL 32502

Donald C. Spencer
Clerk of the Court
Santa Rosa County, Florida

This 10 day of March, 2021

By: Jimmy J. Brown

**CERTIFICATE OF AMENDMENT AND THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WATERFORD SOUND**

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The Third Amended and Restated Covenants, Conditions, and Restrictions for Waterford Sound is made on the date set forth below by WATERFORD SOUND OWNERS ASSOCIATION, INC. (the "ASSOCIATION"), a Florida not-for-profit corporation, and the owners of lots within the ASSOCIATION, properly executed by and through the ASSOCIATION'S undersigned officer, certifies that,

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on October 2, 2006, in Official Records Book 2655, at Page 1299 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Corrective Declaration of Covenants, Conditions, and Restrictions for Waterford Sound to add Exhibits was recorded on October 13, 2006, in Official Records Book 2660, at Page 1067 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on May 14, 2007, in Official Records Book 3020, at Page 1094 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on November 18, 2010, in Official Records Book 2729, at Page 1444 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the First Amendment to the Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on May 16, 2011, in Official Records Book 3056, at Page 1884 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Second Amendment to the Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on

May 29, 2013, in Official Records Book 3251, at Page 893 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Second Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on April 15, 2016, in Official Records Book 3512, at Page 274 *et. seq.* of the public records of Santa Rosa County, Florida (the **"SECOND AMENDED AND RESTATED DECLARATION"**);

WHEREAS, the First Amendment to Second Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on August 3, 2016, in Official Records Book 3544, at Page 298 *et. seq.* of the public records of Santa Rosa County, Florida (all Declarations collectively referred to as the **"DECLARATIONS"**);

WHEREAS, in accordance with Article XII, Section 6 of the **SECOND AMENDED AND RESTATED DECLARATION**, the **DECLARATIONS** may be amended by any instrument signed by not less than seventy-five percent (75%) of the votes of the owners of lots within the Waterford Sound Subdivision (**"OWNERS"**);

WHEREAS, the **OWNERS** desire to amend and then restate the **SECOND AMENDED AND RESTATED DECLARATION** in its entirety with this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Waterford Sound (the **"DECLARATION"**);

WHEREAS, a duly noticed meeting of the members was held on October 14, 2019 at which a quorum was obtained and seventy-five percent (75%) of the votes of the **OWNERS** within the Waterford Sound Subdivision approved the following **DECLARATION**; and

WHEREAS, at a duly noticed meeting of the **ASSOCIATION'S** Board of Directors (the **"BOARD OF DIRECTORS"**) held on October 14, 2019, the **BOARD OF DIRECTORS** certified that the required number of the **OWNERS** approved the following **THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WATERFORD SOUND**.

IN WITNESS WHEREOF, the Association hereby certifies the following Third Amended and Restated Declaration was duly adopted and that the Association has caused the Third Amended and Restated Declaration to be executed by its President, this 21st day of October, 2019.

WITNESSES:

[Signature]

Print Name: John "Jay" Frasier

[Signature]

Print Name: Ciara Wheeler

Melissa L. Permar
**WATERFORD SOUND OWNERS
 ASSOCIATION, INC.,**
 a Florida not-for-profit corporation


By: MELISSA L. PERMAR
 Its: President

STATE OF FLORIDA
 COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 21st day of October, 2019, by Melissa L. Permar as President of Waterford Sound Owners Association, Inc., a Florida not-for-profit corporation.

[Signature]
 NOTARY PUBLIC
 Print Name: Ciara Wheeler

 Personally Known
 OR
X Produced Identification
 Type of Identification Produced FL DL

 Ciara Wheeler
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG293594
 Expires 4/21/2023

**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WATERFORD SOUND**

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The Third Amended and Restated Covenants, Conditions, and Restrictions for Waterford Sound is made on the date set forth below by **WATERFORD SOUND OWNERS ASSOCIATION, INC.** (the "ASSOCIATION"), a Florida not-for-profit corporation, and the owners of lots within the ASSOCIATION, properly executed by and through the ASSOCIATION'S undersigned officer, certifies that,

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on October 2, 2006, in Official Records Book 2655, at Page 1299 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Corrective Declaration of Covenants, Conditions, and Restrictions for Waterford Sound to add Exhibits was recorded on October 13, 2006, in Official Records Book 2660, at Page 1067 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on May 14, 2007, in Official Records Book 3020, at Page 1094 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on November 18, 2010, in Official Records Book 2729, at Page 1444 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the First Amendment to the Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on May 16, 2011, in Official Records Book 3056, at Page 1884 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Second Amendment to the Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on May 29, 2013, in Official Records Book 3251, at Page 893 *et. seq.* of the public records of Santa Rosa County, Florida;

WHEREAS, the Second Amended and Restated Declaration of Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on April 15, 2016, in Official

Records Book 3512, at Page 274 *et. seq.* of the public records of Santa Rosa County, Florida (the **"SECOND AMENDED AND RESTATED DECLARATION"**);

WHEREAS, the First Amendment to Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Waterford Sound was recorded on August 3, 2016, in Official Records Book 3544, at Page 298 *et. seq.* of the public records of Santa Rosa County, Florida (all Declarations collectively referred to as the **"DECLARATIONS"**);

WHEREAS, in accordance with Article XII, Section 6 of the **SECOND AMENDED AND RESTATED DECLARATION**, the **DECLARATIONS** may be amended by any instrument signed by not less than seventy-five percent (75%) of the votes of the owners of lots within the Waterford Sound Subdivision (**"OWNERS"**); and

WHEREAS, the **OWNERS** desire to amend and then restate the **SECOND AMENDED AND RESTATED DECLARATION** in its entirety with this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Waterford Sound (the **"DECLARATION"**);

WHEREAS, the original Declarant, Waterford Sound, LLC, no longer holds any rights in the **ASSOCIATION** or under the **DECLARATIONS**; and

WITNESSETH:

WHEREAS, the **ASSOCIATION** and the **OWNERS** are the current owners of certain real property, described on the plats of (i) **Waterford Sound Subdivision, Phase I** (Phase "I"), according to the plat thereof recorded in Plat Book 10 at Page 62 in the Public Records of Santa Rosa County, Florida (the "Phase I Plat"); (ii) **Waterford Sound Subdivision, Phase II-A** ("Phase II-A"), according to the plat thereof recorded in Plat Book 11 at Page 80 in the Public Records of Santa Rosa County, Florida (the "Phase II-A Plat"); and (iii) **Waterford Sound Subdivision, Phase II-B** ("Phase II-B"), according to the plat thereof recorded in Plat Book 12 at Page 25 in the Public Records of Santa Rosa County, Florida (the "Phase II-B Plat; the Phase 1 Plat, Phase II-A Plat, and Phase II-B Plat shall collectively be the **"RECORDED PLATS"**); and

WHEREAS, the property described in the **RECORDED PLATS** is collectively referred to as the **"PROPERTY"**); and

WHEREAS, the **ASSOCIATION** and the **OWNERS** desire to provide for the preservation of the values and amenities in Waterford Sound Subdivision (**"SUBDIVISION"**) and, to this end, desire to subject the **PROPERTY**, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said **PROPERTY** and each and every **OWNER** of any and all parts thereof; and

NOW, THEREFORE, ASSOCIATION and OWNERS desires that the PROPERTY is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the purpose of protecting the value and desirability of the PROPERTY and which shall run with the title to the PROPERTY, shall be binding upon all parties having any right, title or interest in the PROPERTY or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each OWNER of a lot within the SUBDIVISION or the PROPERTY.

ARTICLE 1 – DEFINITIONS

Section 1. **Association.** ASSOCIATION shall mean and refer to WATERFORD SOUND OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns. This is the DECLARATION to which the Articles of Incorporation and Bylaws of the ASSOCIATION make reference.

Section 2. **Board.** BOARD and BOARD OF DIRECTORS shall mean and refer to the BOARD OF DIRECTORS of the ASSOCIATION. The BOARD OF DIRECTORS has a fiduciary relationship to the OWNERS who are served by the ASSOCIATION. The powers and duties of this ASSOCIATION, through its BOARD OF DIRECTORS include those set forth in this DECLARATION and the Articles of Incorporation and Bylaws of the ASSOCIATION.

Section 3. **COMMON PROPERTY.** COMMON PROPERTY shall mean all real and personal property and easements and other interests there, together with the facilities and improvements located thereon, now or hereafter owned or operated by the ASSOCIATION for the common use and enjoyment of the OWNERS. The COMMON PROPERTY shall include all of the land described on the RECORDED PLATS as right-of-way, common area, or COMMON PROPERTY, and any other areas conveyed to the ASSOCIATION. The COMMON PROPERTY shall be owned by the ASSOCIATION, for the benefit of the OWNERS and is not dedicated for the use of the general public. Nothing contained herein shall limit the type of real or personal property that may be owned by the ASSOCIATION as COMMON PROPERTY.

Section 4. **LOT.** LOT shall mean and refer to any of the plots of land identifiable to lot number and shown upon the RECORDED PLATS.

Section 5. **MEMBER.** MEMBER shall mean and refer to every person or entity, entitled to membership in the ASSOCIATION. Every person or entity who is an OWNER of a LOT within the PROPERTY shall be a MEMBER of the ASSOCIATION.

Section 6. **OWNER.** OWNER shall mean or refer to the record OWNER, whether one or more persons or entities, of fee simple title to any LOT. OWNER shall not include those persons or entities having a record of interest in a LOT merely as security for the performance of

an obligation. Whenever herein a use or enjoyment restriction provides that an **OWNER** can or cannot do, or fails to do, certain acts or things, the **OWNER** shall also be deemed to include the **OWNER'S** family, guests, tenants and purchasers pursuant to an unrecorded contract, provided, however, that only an **OWNER**, and not a member of the **OWNER'S** family, the **OWNER'S** guests, the **OWNER'S** tenants or the **OWNER'S** purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

Section 7. **PROPERTY.** **PROPERTY** shall mean and refer to that certain real property shown on the **RECORDED PLATS** and such **FUTURE PHASES** as may hereafter be brought within the jurisdiction of the **ASSOCIATION**.

Section 8. **RECORDED PLATS.** **RECORDED PLATS** shall mean the Phase I Plat, the Phase II-A Plat, and the Phase II-B Plat collectively in the Official Records of Santa Rosa County, Florida.

Section 9. **SUBDIVISION.** **SUBDIVISION** shall mean and refer to **WATERFORD SOUND SUBDIVISION**, Phase I, Phase II-A, and Phase II-B, a **SUBDIVISION** situated in Santa Rosa County according to the **RECORDED PLATS** and any future real property which becomes subject to the jurisdiction of the **ASSOCIATION**.

Section 10. These definitions are subject to Article VII of this **DECLARATION**.

ARTICLE II – PROPERTY RIGHTS

Section 1. **Owners' Easements of Enjoyment.** Every **OWNER** shall have a right and easement of enjoyment in and to the **COMMON PROPERTY** and facilities situated hereon, which shall be appurtenant to and shall pass with the title to every **LOT**, subject to the following provisions:

(a) The right of the **ASSOCIATION** to suspend the voting rights and right to use of the **COMMON PROPERTY** by an **OWNER**, or **OWNER'S** tenant or guest, if that **OWNER** is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the **ASSOCIATION** until the fee, fine or other monetary obligation is paid in full.

(b) The right of the **ASSOCIATION** to suspend the right to use of the **COMMON PROPERTY** by an **OWNER**, or **OWNER'S** tenant or guest, for failure of that **OWNER**, or the **OWNER'S** tenant, occupant, guest or invitee, to comply with any provision of the **DECLARATION**, the **ASSOCIATION BYLAWS**, or reasonable rules of the **ASSOCIATION** for a reasonable amount of time, but and in no event shall the **ASSOCIATION** have the right to deny any **OWNER** the rights of ingress or egress over the private right-of-ways in the **SUBDIVISION**, as set forth in Article V, Section 1 hercof, and

(c) The right of the **ASSOCIATION** to promulgate reasonable rules and regulations relative to the **COMMON PROPERTY**.

Section 2. **Delegation of Use.** Any OWNER may delegate, in accordance with this Declaration and By-Laws his/her right of enjoyment to members of his/her family, tenants, guests, licensees, or tenants who reside on the **PROPERTY**.

Section 3. **Regulation of Uses.** The ASSOCIATION shall have the right to regulate the use of the **COMMON PROPERTY** through the establishment of rules and regulations.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. **Member.** Every OWNER of a LOT shall be a member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any LOT.

Section 2. **Voting Rights.** Every OWNER of a LOT which is subject to an assessment shall be a MEMBER of the ASSOCIATION and shall have one full indivisible vote on all ASSOCIATION matters.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each OWNER of a LOT by acceptance of title thereunto, whether or not it shall be so expressed in such deed or other conveying instrument, is deemed to covenant and agree to pay to the ASSOCIATION (1) annual assessments or charges as hereinafter specified, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and (3) special assessments imposed upon an individual LOT OWNER for the repair or maintenance necessitated by the willful or negligent act of the OWNER, his family or their guests, tenants, invitees, contractors, employees or agents. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the **PROPERTY** against which each, such assessment is made, regardless of whether the LOT has any improvements located thereon. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the OWNER of the LOT at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the OWNER'S successors in title.

Section 2. **Purposes of Assessments.** The assessments levied by the ASSOCIATION shall be used to fulfill the responsibilities for the ASSOCIATION as may relate to the drainage system and storm water systems relating to the **PROPERTY** and to promote the health and welfare of the residents of the LOTS and for the improvements and maintenance of the **COMMON PROPERTY** and for, but not limited to: maintenance of all roads within the **SUBDIVISION**; maintenance of the **SUBDIVISION** entrance; maintenance of the road right-of-way landscaping, if any; maintenance of island landscaping, if any; maintenance of the **SUBDIVISION** entrance sign, lighting, water and sewer pumps, sprinkler system, electric meter and landscaping, if any, at the entrance to the **SUBDIVISION**, and street lights throughout the **SUBDIVISION**, if any; the payment of utility charges; payment of premiums for insurance as required or allowed pursuant to Article IX. The Association shall have the obligation to maintain the **COMMON PROPERTY** and such other areas as may be determined by the

ASSOCIATION, may contract with others to undertake such maintenance, and shall pay all ad valorem real estate taxes assessed upon said **COMMON PROPERTY**.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an **OWNER**, **OWNER's** family or their guests, tenants, invitees, contractors, employees, or agents, the costs of maintenance or repairs shall be added to and become a part of the assessment to said **OWNER**.

Section 3. **Assessments.** The annual assessment for calendar year 2019 is \$264.00, paid bi-annually. From and after January 1, 2019, the annual assessment may be increased each year by not more than ten percent (10%) above the assessment for the previous year without a vote of the **OWNERS**. From and after January 1, 2019, the annual assessment may be increased each year by not more than twenty-five percent (25%) above the assessment for the previous year by a vote of two-thirds (2/3) of the **OWNERS** who are voting in person or by proxy, at a meeting of the members of the Association duly called for that purpose. The **BOARD OF DIRECTORS** of the **ASSOCIATION** may fix the annual assessment in an amount not in excess of the maximum without a vote of the **OWNERS**. Notwithstanding the preceding provisions, the **ASSOCIATION** shall be obligated to pay all ad valorem real property taxes upon the **COMMON PROPERTY** and to maintain and repair the **COMMON PROPERTY** (specifically including, but not limited to, the private rights-of-way located in the **SUBDIVISION**), and no limitation above shall ever prohibit the **ASSOCIATION** from increasing the annual assessment to an amount sufficient to pay such taxes and for such maintenance and repairs.

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, improvement or maintenance upon any **COMMON PROPERTY** or any real property owned by the **ASSOCIATION**, public property adjacent to or in the vicinity of the **COMMON PROPERTY** or any of the **LOTS**, including fixtures and personal property related thereto, landscaping, special signage and streets; provided the special assessment is approved by a majority of the members present and voting at the meeting of the total votes represented at a meeting of Members called for such purpose.

All **LOTS** must be assessed equally, except as provided below. The sole exception to the foregoing shall be in the event of maintenance or repair cost necessitated by the willful or negligent act of an **OWNER**, **OWNER's**

family or their guests, tenants or invitees which occasions an increased assessment to a particular **OWNER**. Annual and special assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the **BOARD OF DIRECTORS** may establish.

Notwithstanding any of the preceding provisions, the **ASSOCIATION** shall be obligated to pay all ad valorem property taxes upon the **COMMON PROPERTY** and no limitation above shall ever prohibit the **ASSOCIATION** from increasing the annual assessment to an amount sufficient to pay such taxes and for any other repairs required to maintain the **COMMON PROPERTY**.

Section 4. **Provision for Reserves.** There shall be included as part of the annual assessment described in Section 3, sufficient funds to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the **COMMON PROPERTY** which the **ASSOCIATION** is obligated to maintain. The amount of the reserves required shall be determined by the **BOARD OF DIRECTORS**, subject to approval by **MEMBERS** for any increases in the aggregate annual assessment as set forth in Section 3 above.

Section 5. **Notice and quorum for any Action Authorized Under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all **MEMBERS** not less than 14 days or more than 60 days in advance of the meeting. At first such meeting called, the presence of **MEMBERS** or of proxies entitled to cast fifty percent (50%) of all votes of the **MEMBERS** shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be votes representing the equivalent of the votes of at least fifteen (15) **MEMBERS**. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. **Date of Commencement of Annual Assessments – Due Dates.** The **BOARD OF DIRECTORS** shall fix the amount of the annual assessment against each **LOT** at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every **OWNER** subject thereto. The annual assessments shall be payable in advance on such due dates as shall be established by the **BOARD OF DIRECTORS**. The **ASSOCIATION** shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the **ASSOCIATION** setting forth whether the assessment on a specified **LOT** has been paid. A properly executed and signed certificate of the **ASSOCIATION** as to the status of Assessments on a **LOT** is binding on the **ASSOCIATION** as of the date of its issuance.

Section 7. **Effect of Nonpayment of Assessments – Remedies of the Association.** Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The **ASSOCIATION** may bring an action at law against the **OWNER** personally obligated to pay the same or foreclose the lien against the **LOT** or both. No **OWNER** may waive or otherwise escape liability for the assessment provided for herein by non-use of the **COMMON PROPERTY** or abandonment of the **LOT**.

Section 8. **Subordination of the Lien of Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any **LOT** shall not affect the assessment lien. However, the sale or transfer of any **LOT** pursuant to mortgage foreclosure of any mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such **LOT** from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V – EASEMENTS

Section 1. **Member's Easements of Enjoyment.** Subject to the provisions of this **DECLARATION**, every **OWNER** shall have a permanent and perpetual easement for the

ingress and egress, delivery of the mails and use by emergency vehicles over the roadways and walkways as set forth on the Recorded Plats and each easement shall be appurtenant to and shall pass with title to every **LOT**.

Section 2. **Utilities.** Easements are expressly reserved for the construction, installation, replacing, repairing and maintenance of all utilities, including, but not limited to: utilities for electricity, gas, sewage, water, telephone and cable television and other similar lines necessary or desirable for public health and welfare. Such easements for utilities shall be confined to those areas of each of the **LOTS** within the **PROPERTY**, as specifically noted on the Recorded Plats or provided for in a separate easement recorded in the Official Records of Santa Rosa County, Florida. The **OWNERS** of the **LOTS** subject to easements shown on the Recorded Plats shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the **PROPERTY** subject to the easements. If any **OWNER** constructs any improvements or structure on the easement area shown on the Recorded Plats or landscapes such areas as aforesaid, the **OWNER** of the **LOT** shall remove the improvements, structures or landscape items upon written request of the **ASSOCIATION**.

Section 3. **Drainage.** Easements are expressly reserved for the construction, installation, replacing, repairing and maintenance of storm drainage facilities. Such easements for drainage shall be confined to the locations specifically noted on the Recorded Plats.

Section 4. **Future Easements.** The **ASSOCIATION** reserves the right to impose further restrictions and grant or dedicate easements and right-of-way on any **LOT** within the **PROPERTY** owned by the **ASSOCIATION**. The easements granted herein shall not adversely affect any improvements or unreasonably interfere with the **OWNERS'** enjoyment of **PROPERTY**.

Section 5. **Association Rights.** The **ASSOCIATION** shall have an easement for itself, its officers, agents and employees, to enter into, upon or cross over any **PROPERTY** in the course of performing its rights and duties under this **DECLARATION**.

ARTICLE VI – ARCHITECTURAL CONTROL

Section 1. **Construction Subject to Review.** No construction, modification, alteration or improvement of any nature whatsoever (except interior alterations not affecting the external structure or appearance) shall be undertaken on any **LOT** unless and until a plan of such construction or alteration shall have been approved in writing by the Architectural Review Board (“**ARB**”) in accordance with this Article. Modifications subject to architectural control specifically include, but are not limited to: painting or other alterations of a building (including doors, windows and roof); installation of solar panels or other devices; installation of any sign; construction of fountains, swimming pools, whirlpools or other pools; construction of walls or fences; addition of awnings, gates, flower boxes, attached or permanent sports goals, shelves, statues or other outdoor ornamentation or patterned or brightly colored window coverings; an any alteration of the landscaping or topography of the **LOT**. See also Article VII, Section 4 and Exhibit A – Design Code.

Section 2. **Procedures.** The plans to be submitted for shall include: (a) the construction plans and specifications, including all proposed landscaping; (b) an elevation or rendering of all proposed improvements; (c) site plan; and (d) such other items as the **ARB** may deem appropriate, which together shall constitute an "Application". The **ARB** may establish procedures for the review of Applications, including reasonable review costs and fees, if any, to be paid by the applicant.

Section 3. **Basis for Decision.** The **ARB** shall, on majority vote, approve or disapprove the application in its discretion, based on the nature, kind, shape, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations, which is the sole opinion of the **ARB** will affect the desirability or suitability of the construction. The **ARB** may grant variances from the **DESIGN CODE** (as defined in Section 9) based on architectural merit or existing topographical or landscape conditions.

Section 4. **Construction.** If approval is given or deemed to be given, construction of the improvements applied for may begin, provided all such construction is in accordance with the submitted plans and specifications. The **ARB** and the **ASSOCIATION** shall have the right to enjoin construction not in conformance with approved plans and specifications.

Section 5. **Architectural Review Board (ARB).** There shall be an Architectural Review Board consisting of not less than three (3) persons and must include one (1) member of the **BOARD OF DIRECTORS**. The **ARB** members shall be appointed annually by the **ASSOCIATION'S BOARD OF DIRECTORS**. In the event of any resignation or vacancy, the **ASSOCIATION'S BOARD OF DIRECTORS** may appoint a replacement. Until a replacement has been made, the remaining members of the **ARB** shall exercise the **ARB'S** authority.

Section 5.1 **Neighborhood Planner.**

(a) **Selection.** The Neighborhood Planner shall serve until the **BOARD OF DIRECTORS** replaces the Neighborhood Planner with a successor.

(b) **Qualification.** The Neighborhood Planner shall be a trained architect or shall have a master's degree in urban design from an accredited university or have similar non-degree qualifications and experience, or shall have comparable qualifications. The Neighborhood Planner does not, however, need to be licensed to practice in Florida unless required by the State of Florida.

(c) **Compensation.** The **ASSOCIATION** shall pay the Neighborhood Planner reasonable compensation, as determined from time to time by the Board of Directors of the **ASSOCIATION**.

Section 5.1 **Modification of Design Code.** The **ARB** may recommend revisions to any part of the **DESIGN CODE** from time to time and the **BOARD OF DIRECTORS** may then consider and adopt changes to the **DESIGN CODE** in its sole discretion.

Section 6. **Liability.** Neither disapproval nor approval by the **ARB** shall constitute a basis for liability of the **ARB** or any member thereof for any reason, including in the event of approval, any failure of the plans to conform to any applicable building codes or any inadequacy or deficiency in the plans resulting in defects in the improvements.

Section 7. **Notification: Construction.** The **ARB** shall notify the applicant in writing of its decision within thirty (30) days of receiving a completed application. If approval or disapproval is not given within thirty (30) days, the application shall be deemed approved unless the applicant agrees to an extension. If approval is given or deemed to be given, construction of the improvements may begin. All construction must comply substantially with the submitted plans.

Section 8. **Enforcement.** If any construction is begun which has not been approved or deviates substantially from the approved plans, the **ASSOCIATION** may bring an action for specific performance, declaratory decree or injunction.

Section 9. **Design Code.** The "WATERFORD SOUND DESIGN CODE," attached hereto as **Exhibit A** is referred to throughout this **DECLARATION** as the "**DESIGN CODE**" and is the applicable standard and guideline for construction and improvement of the **LOTS**. Each **OWNER**, by acceptance of title to a **LOT**, covenants to comply with the **DESIGN CODE**, as such amended **DESIGN CODE** exists on the date of the purchase of such **LOT**. The most recent Design Code shall be maintained on file with the **ASSOCIATION**. Any further amendments to the **DESIGN CODE** may be made by decision of the **BOARD OF DIRECTORS** as set forth in Section 5.1 and shall thereafter be binding on all **OWNERS** acquiring ownership of a **LOT** subsequent to the date of such amendment.

Section 10. In order to minimize the cost and expense of architects and engineers on plans which are later denied by the **ARB**, **OWNERS** of **LOTS** in the **SUBDIVISION** are invited to submit preliminary plans or ideas for them to the **ARB**, so **OWNERS** will incur the least expense possible on decisions which are found to be unacceptable by the **ARB**.

ARTICLE VII – USE RESTRICTIONS

Section 1. **Residential Use.** Each individual **LOT** shall be used and occupied for single-family, residential purposes only. Except as provided below, only one primary residence shall be constructed on each **LOT**. The foregoing shall not prohibit construction of a single residence on two (2) **LOTS** which are combined as a single home site. Except as otherwise expressly set forth herein, no business or commercial building may be erected on any **LOT** and no business may be conducted on any part thereof. Notwithstanding the foregoing, the use of the dwelling for home occupations shall be allowed provided that such use shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstance change the residential character of the structure; there shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such home occupation; no traffic shall be generated by such occupation in greater volumes than would normally be expected in a residential neighborhood; and no equipment, tool or process shall be

used in such home occupation which creates interference to neighboring properties due to noise, vibration, glare, fumes, odors or any electrical interference.

(a) **Residential Use:** Only one residence shall be permitted to be constructed on a single-family **LOT**.

(b) With prior **ASSOCIATION** approval a single **OWNER** of two adjacent or abutting **LOTS** may disregard the setback between his/her **LOTS**, providing the density remains less or equal to the density allowed on each **LOT** combined and providing no **SUBDIVISION** may be done after the setback has been eliminated.

Section 2. **Re-subdivision.** The restrictions contained herein, in case of any re-platting shall apply to each **LOT** as re-platted. No **LOT** shall be further subdivided or separated into smaller parcels; provided, however, that this shall not prohibit corrective deeds or similar corrective instruments. Each **LOT** shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of this **DECLARATION**.

Section 3. **Noxious or Offensive Activities.** No noxious or offensive activity shall be carried on upon the **PROPERTY** nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 4. **Temporary Structures.** No structure of a temporary character, mobile home, portable shed (including, but not limited to, sheds built on rock or concrete or similar foundations), tent, shack, gazebos or other such outbuilding (whether intended to be temporary or permanent) shall be permitted on any **LOT** at any time except as approved by the **ASSOCIATION**. This prohibition shall not apply to contractors' shelters used during the construction of the main dwelling, but such temporary shelters must be removed upon substantial completion of the construction except as otherwise approved by the **ASSOCIATION**. This prohibition shall not apply to contractors' temporary toilet facilities used during the construction of the main dwelling, but such temporary facilities must be completely shielded by lattice fencing from view of the road and removed upon substantial completion of construction. See **DESIGN CODE** for descriptions of temporary structures that may be considered for approval by the **ASSOCIATION**.

Section 5. **Utility Connections.** Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connections points to the building structure in such a manner as is acceptable to the appropriate utility authority. The **OWNER** shall assume and pay as the same shall become due, the cost of installation and maintenance of the underground utility system from primary utility lines.

Section 6. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any **LOT**, excepting dogs, cats or other household pets which may be kept, provided such pets do not cause an unreasonable disturbance or annoyance to the **OWNER** of another **LOT** within the **PROPERTY** and they are not kept, bred or maintained for any commercial purposes. No dog pens or dog runs are permitted. No pet shall be allowed to roam free and shall

be on leash or similar means of control at all times. Certain portions of the **COMMON PROPERTY** may be designated as areas in which pets are prohibited.

Section 7. **Vehicle Parking.** No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, personal watercraft, or other similar vehicle shall be parked overnight on any roadway (including unpaved portion of the right-of-way thereof). No mobile home, camper, boat, boat and trailer, or boat trailer alone, personal watercraft, or any motorized vehicle that is without a current and displayed license tag shall be parked for any period of time or stored or otherwise permitted to remain on any **LOT** except in an approved carport or garage. Driveways must be able to accommodate two (2) cars so as to prevent on-street parking. No more than two (2) permitted vehicles may be parked in any driveway on any regular or recurring basis.

Section 8. **Driveways.** No driveway shall be constructed, maintained, altered or permitted to exist on any **LOT** if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the **LOT** or in the street right-of-way or any swale area adjoining or abutting the **LOT**.

Section 9. **Garbage and Trash Containers.** No **LOT** may be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers within a garage or an enclosure constructed as part of each dwelling in a location approved by the **ARB**. All **LOTS** shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly or dead plant material. No incinerators or other fixed equipment shall be used for the collections, storage or disposal of solid waste material.

Section 10. **Outdoor Drying of Laundry.** Outdoor drying of laundry shall be prohibited. No rugs, drapes or other items shall be hung from any portion of the exterior of any residence.

Section 11. **Signs.** No permanent sign of any kind shall be displayed to the public view on any **LOT**. No temporary sign shall be displayed to the public view on any **LOT** except one sign of not more than six by eighteen inches, stating the name of the **OWNER** of the **LOT** and address. "For Rent/Lease" signs are prohibited. All signs are subject to **ARB** approval.

Section 12. **Games, Pools, Play Structures, Fencing.** All play structures and sports goals shall be located at the rear of the dwelling, or on the inside portion of corner **LOTS** within the setback lines. No platform, doghouse, playhouse, or structure of a similar kind or nature, shall be constructed on part of a **LOT** located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the **ARB**. No above ground pools are permitted. All in ground pools shall be constructed in the back yard of the residence constructed thereon, and any such structure must have prior approval of the **ARB** and feature reasonable safety features such as locks and covers. No fences shall be allowed in front yards except as otherwise specifically approved by the **ARB** and only those types and styles approved by the **ARB** may be installed in rear yards.

Section 13. **Seasonal Decorations, Flags.** Holiday decorative lights are pre-approved from Thanksgiving through January 15. Seasonal decorations are approved two weeks before the event until two weeks after the event. Freestanding flagpoles are prohibited. One flagpole, not to exceed two inches in diameter and sixty inches long may be mounted on the front of the house or garage.

Section 14. **Construction.** During construction of a dwelling or other improvements upon a **LOT**, the **OWNER** shall be required to maintain the **LOT** in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any **LOT**. All main structures constructed upon the **PROPERTY** shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies, natural calamities, or unless waived in writing by the **ASSOCIATION**. The **ASSOCIATION** may, at its option, establish reasonable hours for construction activities so as the result in minimal disturbance to **OWNERS** of land adjacent to the **PROPERTY** subject to the construction. Any damage to roadways, right-of-ways, swales or plantings resulting from construction activities shall be corrected in a timely manner by the **OWNER** of the **LOT** upon which construction is undertaken.

Section 15. **Casualty Damage.** In the event of damage or destruction by fire or other casualty to any improvements located upon a **LOT**, the **OWNER** of such improvements shall repair or rebuild such damage or destroyed improvements in good and workmanlike manner, within a reasonable time not to exceed three (3) years and in accordance with the provisions of those covenants. All debris must be removed and the **LOT** restored to an orderly condition within sixty (60) days of such damage or destruction.

Section 16. **Compliance with Law.** All laws of the United States, the State of Florida and the County of Santa Rosa, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, land use planning and the like shall be observed by all **OWNERS**, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the **PROPERTY** with respect to any such matters shall have a license to enter upon any of the **PROPERTY** at all reasonable times to make such inspections and recommendations.

Section 17. **Surface Flow.** No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners.

Section 18. **Rentals.** **OWNERS** are authorized to rent the main dwelling on a **LOT** to a tenant(s). Rental terms may not be less than one (1) year. Accessory units or dwelling areas (such as suites located above garages, guest house, etc.) may not be rented separately from the main dwelling. **OWNERS** shall be responsible for insuring that their tenants are aware of and comply with the **ASSOCIATION'S** rules and regulations, and **OWNERS** shall be liable to the Association for any change to **COMMON PROPERTY** used by their tenants(s).

Section 19. **Release of Restrictions.** When a building or other structure has been erected or its construction is substantially advanced and the building is located on any **LOT** or building site

in a manner that constitutes a violation of these covenants and restrictions or of the building setback lines shown on the Recorded Plats, the ARB may release the LOT or building site, or parts of it, for any part of the covenants and restrictions, or setback lines, referenced herein or on the Plat, that are violated provided, however, such a release shall have no effect on any set back or square footage requirements imposed by the Land Development Code of Santa Rosa County, Florida and appropriate waivers or variances may be required in certain circumstances. The ARB shall not give such a release except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

ARTICLE VIII – MAINTENANCE

Section 1. **Lots.** Each OWNER shall be responsible for the maintenance of his/her LOT, including exterior and interior maintenance of the dwelling situated hereon. If the Board of Directors determines in its discretion that any OWNER has failed to maintain any part of his/her LOT, including improvements, in good order and repair, free from debris, the ASSOCIATION, by a majority vote of the BOARD OF DIRECTORS and twenty (20) days after notice to the OWNER, shall have the right without liability to enter upon such LOT to correct, repair, restore, paint, maintain and clean up any part of the LOT and to have any objectionable items removed. All costs related to such action shall be assessed to the OWNER as a special assessment imposed upon the individual OWNER.

Section 2. **Common Property.** The ASSOCIATION shall maintain all improvements which are or may become part of the COMMON PROPERTY.

Section 3. **Damage.** If any of the COMMON PROPERTY improvements or any part thereof are damaged through the negligent or willful acts of an OWNER, his/her family, tenant, guest or invitee, the cost of any necessary repair or replacement may be assessed to that OWNER as a special assessment imposed upon the individual OWNER.

ARTICLE IX – INSURANCE

Section 1. **Association Authorized to Insure.** The ASSOCIATION may purchase insurance to provide the following described coverage:

(a) **Liability Insurance.** Comprehensive general liability insurance coverage covering all Property and public ways as are owned by the ASSOCIATION. Coverage under such policies may include, without limitation, legal liability of the insured for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the COMMON PROPERTY, and legal liability arising out of law suits related to employment contracts of the ASSOCIATION. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of OWNERS as a group or as an ASSOCIATION to an individual OWNER.

(b) **Fidelity Bonds.** Fidelity bonds may be required to be maintained by the ASSOCIATION for all officers, directors, trustees and employees of the ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION.

If the responsibility for handling of funds has been delegated to a management agent, fidelity bonds shall also be required for its officers, employees and agents handling or responsible for funds of or administered on behalf of the **ASSOCIATION**. Such fidelity bond coverage shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the **ASSOCIATION** or the management agent, as the case may be, at any given time during the term of each bond.

(c) **Casualty Insurance.** Casualty insurance for all improvements to the **COMMON PROPERTY** to cover the full replacement cost, which coverage may include extended coverage, vandalism, malicious mischief, windstorm, flood, or any other coverage deemed desirable by the **ASSOCIATION**.

(d) **Directors' Liability.** The **BOARD OF DIRECTORS** may obtain liability insurance insuring against personal loss for actions taken by members of the **BOARD OF DIRECTORS** in the performance of their duties, such coverage to be of the type and amount determined by the **ASSOCIATION**.

Section 2. **Premiums.** Premiums upon insurance policies purchased by the **ASSOCIATION** are a common expense.

ARTICLE X – COMMON TAXES

In the event any taxing authority having jurisdiction over the **PROPERTY** shall levy or assess any tax or special assessment against the **COMMON PROPERTY**, then such tax or special assessment shall be separately levied and collected as a special assessment by the **ASSOCIATION** against all **OWNERS**. Such special assessment by the **ASSOCIATION** shall be separately identified by the **ASSOCIATION** and unless otherwise expressly stated, shall be due, payable and Collectible as provided for assessments in Article IV.

ARTICLE XI – TOTAL OR PARTIAL CONDEMNATION

The **ASSOCIATION** shall represent the **OWNERS** in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the **COMMON PROPERTY**, or part thereof. Each **OWNER** hereby appoints the **ASSOCIATION** as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the **COMMON PROPERTY** by a condemning authority, the award of proceeds or settlement shall be payable to the **ASSOCIATION** for the use and benefit of the **OWNERS** and their mortgagees as their interest may appear. Such proceeds, if not utilized by the **ASSOCIATION** for the purpose of restoring or replacing the **COMMON PROPERTY** that has been taken, shall be disbursed in equal shares to the **OWNERS** and their mortgagees, as their interest may appear.

ARTICLE XII – GENERAL PROVISIONS

Section 1. **Enforcement.** The ASSOCIATION, or any OWNER, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this DECLARATION. Failure of the ASSOCIATION or by any OWNER to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. If any enforcement court proceedings are required for the successful enforcement of any restrictions, conditions, covenants or reservations herein contained, or any liens or charges against any OWNER or against any other person or entity, said OWNER, or person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the OWNER or the ASSOCIATION who initiates such enforcement of said restrictions, conditions covenants, reservations, liens or charges.

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

Section 3. **Duration.** The covenants and restrictions of this DECLARATION shall run with and bind the land, for a term of thirty (30) years from the date this DECLARATION is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless seventy-five percent (75%) of the OWNERS of the ASSOCIATION decide that such covenants, conditions and restrictions shall abate, which decision, if made shall be evidenced by a agreement in writing signed by seventy-five percent (75%) of the Members, setting forth their decision, which document shall be effective when duly recorded in the Public Records of Santa Rosa County, Florida.

Section 4. **Notices.** Any notice required to be sent to the OWNER of any LOT under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the LOT and, if different, to the last known address of the person who appears as OWNER of such LOT as that address is stated on the records of the ASSOCIATION at the time of such mailing.

Section 5. **Availability of Records and Other Documents.** The ASSOCIATION shall make available to the OWNER of any LOT current copies of this DECLARATION, the Articles of Incorporation and the Bylaws of the Association and the books, records and financial statements of the ASSOCIATION. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Copies shall be provided for a nominal fee to reimburse the ASSOCIATION for any expense which may be incurred in producing those documents.

Section 6. **Amendment.** This DECLARATION may be amended by an instrument signed by not less than two-thirds (2/3rds) of the votes of the OWNERS within the PROPERTY. Any amendment shall be evidenced by recording in the Public Records of Santa Rosa County, Florida.

Section 7. **Gender and Number.** The singular shall include the plural, whenever the context so requires, and necessary grammatical changes required to make the provisions of the **DECLARATION** apply either the individuals, corporations or other entities, masculine or feminine shall in all cases be assumed as though in each case fully expressed. The distinctions between upper case and lower case defined terms, as used in this **DECLARATION**, shall not affect the terms used herein.

Section 8. **Injunction.** Any single violation of any provision of this Declaration by an **OWNER** shall constitute a continuing violation which shall allow the **ASSOCIATION**, or any other **OWNER** to seek permanent injunctive relief. In no event shall a violation of the restrictions, conditions or covenants ever be interpreted to operate as a reverter or a forfeiture of title.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its duly appointed President, this 21st day of October, 2019.

WITNESSES:

[Signature]

Print Name: John "Jay" Foxiser

[Signature]

Print Name: Ciara Wheeler

Melissa L. Permar
WATERFORD SOUND OWNERS
ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: MELISSA L. PERMAR
Its: President

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 21st day of October, 2019, by Melissa L. Permar as President of Waterford Sound Owners Association, Inc., a Florida not-for-profit corporation.

[Signature]
NOTARY PUBLIC

Print Name: Ciara Wheeler

____ Personally Known
OR
X Produced Identification
Type of Identification Produced FLDL



Ciara Wheeler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG293594
Expires 4/21/2023