

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
CHURCH STREET VILLAGE**

THIS DECLARATION, is made this _____ day of October 2004, by HUFF DEVELOPMENTS, L.L.C., a Florida limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Walton County, Florida, more particularly described as follows, to wit:

Church Street Village, a Subdivision according to the Plat thereof recorded in Plat Book _____, Page _____, the Public Records of Walton County, Florida.

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

ARTICLE I - DEFINITIONS

Section 1. **"Association"** shall mean and refer to Church Street Village Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. **"Common Area"** shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto or drainage or storm water structure, swale, or system for which the association shall have maintenance responsibility pursuant to any agreement with Walton County or the State of Florida) or as to which an easement has been granted by the Association from time to time for the common use and enjoyment of the Owners. Declarant shall, at it's discretion, hereafter convey to the Association various parcels and interests in real property within the Subdivision which shall refer to this Declaration, and which conveyance shall consist of much, but not necessarily all, of the Association's Common Areas.

Section 3. **"Declarant"** shall mean and refer to HUFF DEVELOPMENTS, L.L.C., a Florida limited liability company, and its successors and assigns.

Section 4. **"Development"** shall initially mean and refer to Church Street Village. Thereafter, and provided that: (1) the declaration of covenants, conditions and restrictions of that sequentially numbered subdivision requires each lot owner to be a member of the Association; and (2) a plat and declaration of covenants, conditions, and restrictions for that sequentially numbered subdivision is recorded in the public records of Walton County, Florida; then and thereupon said sequentially numbered Subdivision shall thereupon be included within the meaning of the word "'Development.'" Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in anyway imply, infer or be interpreted that any property owned by the Declarant other than the Subdivision which is the subject matter hereof; is burdened by the terms and conditions of this Declaration.

Section 5. **"Improved Lot"** shall mean a lot upon which a residential dwelling has been constructed, which dwelling shall have been certified ready for occupancy by the appropriate government office having jurisdiction thereof.

Section 6. **"Jurisdictional Zone"**, if designated on the Plat, shall refer to that portion, if any, of a Lot behind (that is, toward the rear of the Lot) any "FDEP/ACOE Jurisdictional Limits" line shown on the Plat. Within which, no vegetation shall be disturbed, or cut without complying with the Architectural Review Committee's Architectural Guidelines and other applicable governmental regulations.

Section 7. **"Lot"** shall mean and refer to each and all of the individual numbered Lots shown on the Plat of Church Street Village, as recorded in the Public Records of Walton County, Florida.

Section 8. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. **"Plat"** shall mean and refer to the Plat of Church Street Village, as recorded in the Public Records of Walton County, Florida, as noted in the preamble hereof.

Section 10. **"Property or Properties"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 11. **"Subdivision"** shall mean and refer to Church Street Village, a subdivision situated in Walton County, Florida, according to the Plat.

ARTICLE II- MEMBERSHIP AND VOTING RIGHTS

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

Section 2. **Membership Classes.** The Association shall have two classes of voting membership:

CLASS A. Class A shall be the Owners of all Lots, including any subsequently annexed Lots (with the exception of the Declarant), who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof; but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The only Class B member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned, including Lots annexed from time to time. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the following:

- (a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
- (b) Two (2) years following conveyance of the first lot; or
- (c) Decision of the Declarant to convert to Class A membership.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1. **Prior Design Approval.** No residential structure, fence, wall, mailbox, driveway, pool, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected, placed or altered on any Lot until the design, location, plans, specifications and plot plan showing the location, nature, kind, shape, height, materials, color and other specifications have been approved in writing as to the quality of workmanship and materials; as to the harmony of exterior design with the requirements of this Declaration and with existing structures; and as to the location with respect to topography and finished grade and full compliance with the easements, restrictions, covenants and conditions of this Declaration. Approval shall be by a majority vote of the Architectural Review Committee, or by the Architectural Review Representative selected by a majority vote of the Architectural Review Committee. In the event the Architectural Review Committee or Architectural Review Representative fails to approve or disapprove any complete set of plans and specifications within forty-five (45) days after they have been properly and completely submitted in writing, or in any event, if no action to enjoin the construction has been commenced prior to its completion of the construction specified in the submission, such approval will not be required and this Article shall be deemed to have been complied with fully.

Section 2. **Architectural Review Committee Membership.** The Architectural Review Committee shall consist of two (2) members, who shall originally be Chandler Huff and Bettina Carlino. Upon occurrence of a vacancy on the Architectural Review Committee, or in the event a member of the Committee cannot or does not continue to serve, then a new member of

the Committee, who need not be an Owner, shall be appointed to serve. A member of the Architectural Review Committee may be removed by a two-thirds (2/3) vote of the members of the Association. Appointment of a new member to the Architectural Review Committee shall be made by the members then serving on the Architectural Review Committee, and if there be no members then serving on said Architectural Review Committee, new members of the Architectural Review Committee shall be appointed by the Board of Directors of the Association. The members of the Architectural Review Committee shall not be entitled to any compensation for services performed pursuant to this Declaration; provided, however, that the Architectural Review Committee shall have the right to charge a modest fee (not to exceed \$250.00) for review of plans and specifications, and any inspection(s) during construction, submitted in accordance with this Article. Any such fee may be used by the Architectural Review Committee to reimburse it for its out-of-pocket expenses, including employment of any professional advisors, and for any inspections during construction. All decisions of the Architectural Review Committee shall be by majority vote. Decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design (including roof style, pitch, material and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), doors, exterior lighting, garage doors, location in relation to surrounding structures and topography, the type, kind and character of building, structure and other improvements, and aesthetic qualities in general. The Architectural Review Committee shall, from time to time, promulgate "Architectural Guidelines" and prospective owners should inquire of same by contacting the Architectural Review Committee as follows:

Church Street Village Architectural Review Committee
Attention: Chandler Huff
Post Office Box 5244
Niceville, Florida 32578
(850) 585-5915

Section 3. Construction Plans. All construction plans shall be thorough and complete; include all elevations; reflect all exterior material types, design and color; and shall be accompanied by a complete landscape plan for the entire Lot.

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

Section 5. Assignment to the Association. The Declarant shall have the power, through a duly recorded written instrument, to assign the duties and obligations of the Architectural Review Committee (and, if any, its Architectural Review Representative) to the

Association, which shall thereafter determine the members of the Architectural Review Committee and which may then withdraw from, or grant to, the Architectural Review Committee such powers or duties as the Association deems appropriate.

ARTICLE IV- ARCHITECTURAL STANDARDS RESTRICTIONS AND COVENANTS

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

Section 1. Architectural Review Committee.

A. **Initial Members.** During the development and sale of lots in Church Street Village, the Developer shall appoint two (2) members to the Architectural Review Committee. After all lots have been sold or upon the assignment of the Architectural Review Committee's function from the Developer to the Owners, the Owners shall elect or appoint five (5) members that will serve on the Architectural Review Committee. A majority of the Architectural Review Committee members shall constitute a quorum necessary to approve or deny plans.

B. **Duty of Architectural Review Committee.** The primary duty and responsibility of the Architectural Review Committee is reviewing and approving or denying the building plans, siting, color schemes, exterior finish schedules of all new construction and renovation of the houses or other improvements placed on the lots. The decision or interpretation of the Architectural Review Committee as to the suitability of any design or alteration is final.

Section 2. **Residential Use.** All Lots shall be used and occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office specifically authorized by the Architectural Review Committee or the Architectural Review Representative; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons or others would routinely visit. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family structure with a garage attached to the main structure (or a detached garage in conformity with architectural design of the residential structure) for at least two (2) vehicles, a pool, a detached

gazebo and/or guest house (designed in conformity with the architectural design of the residential structure). No such permitted detached structure may be constructed prior to completion of construction of the residential structure. A servant's room, tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, a builder who is then currently active in constructing residences for sale within the Development may, with the prior approval of, and within guidelines established by, the Architectural Review Committee, construct one or more house(s) within the Development which may be used by that builder as a model home, or used by Declarant as a sales center for Lots within the subdivision.

Section 3. Minimum Square Footage and Size. The main residential structure constructed on any Lot shall not exceed two (2) stories in height and shall contain the minimum square footage of 1300 square feet living area for a single story house and 1600 square feet living area for a two-story house with at least 1000 square feet living area on the first floor.

All residential structures shall be setback from various Lot lines as set forth below:

	Residential Structure Setback		
	<u>Front</u>	<u>Rear</u>	<u>Side</u>
All Lots:	20	10	5

Setbacks for detached garages and other permitted detached structures shall be as approved on a case-by-case basis by the Architectural Review Committee or the Architectural Review Representative. Waiver of any of the preceding fixed setback requirements shall require the approval of the Architectural Review Committee or the Architectural Review Representative, in appropriate circumstances. In the event the setbacks herein provided for are different than indicated upon the Plat, the setbacks set forth herein shall govern, however, the Architectural Review Committee may not grant setbacks that are less than the minimum setback required by local governmental exercising jurisdiction over the project.

Section 4. Determination of Square Footage. The minimum square foot area of the main residential structure shall be determined by multiplying the outside length and width dimensions of each story of the structure, except that garages, open porches, patios, terraces, pools and permitted detached structures shall not be taken into account in calculating the minimum square foot area required.

Section 5. Landscaping. All yards shall be sodded with centipede, Saint Octoberine, or a similar variation thereof, with shrubbery beds and natural areas designated to enhance the appearance of the house. Prior to occupancy, the entire Lot (including any area located in road right-of-ways between the Lot lines and adjacent curbs) shall be completely landscaped and irrigated by an automatic irrigation system, all pursuant to Architectural Review Committee Guidelines. The entire Lot (including any area located in road right-of-ways between the actual Lot line and adjacent curbs), drives and landscaping must be diligently, properly and neatly maintained and kept clean at all times.

Section 6. Exterior Structure Materials. All materials used on the exterior of any structure shall be approved in writing by the Architectural Review Committee or the Architectural Review Representative.

Section 7. Clotheslines. Outside clotheslines shall not be permitted on any Lot except when enclosed or camouflaged from view from all Lot lines. When approved in advance by the Architectural Review Committee or the Architectural Review Representative, same may be permitted only to the rear of the back line of the residential structure.

Section 8. Temporary Structures. No trailer, house trailer, motor home, basement, tent, garage or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. No building that is unfinished on the exterior shall be occupied. Notwithstanding foregoing however, Declarant and/or its designated sales agent, may, from time to time, maintain a temporary structure on either a Lot or a portion of a Common Area for Lot sale and related purposes. Declarant shall remove any such structure subsequent to completion of its purposes.

Section 9. Lot Drainage. As a part of the Subdivision design process, Declarant has developed a Walton County approved master drainage plan for Church Street Village. The master drainage plan information is contained on both the preliminary plat and construction plans for Church Street Village, copy of which may be viewed or obtained from the Walton County Planning and/or Engineering Departments or from Declarant. Each Owner shall comply with the provisions of the Subdivision's approved master drainage plan.

Section 10. Garages. No garage shall be converted into living space.

Section 11. Pets. No animal of any kind shall be kept or maintained on any Lot except that dogs, cats or other customary household pets may be kept provided that they are duly licensed, if applicable; that they do not constitute an annoyance or nuisance; that they are well groomed and maintained in a sanitary condition; that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged. When any such authorized pets are beyond the boundaries of the Owners Lot, the Owner shall be responsible for prompt clean up and sanitary disposition of any solid pet excrement.

Section 12. Fences. Fences or walls shall be built only according to designs and materials provided by the Architectural Review Committee. Chain link fences are not allowed. All fences, hedges, walls or the like constructed upon any Lot shall obtain prior approval or the Architectural Review Committee or its Architectural Review Representative.

Section 13. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of reasonable size advertising the property for sale or rent, or signs used by a builder or Declarant to advertise the property for sale during the construction and sales period. Such signs as are authorized in accordance with the foregoing shall be displayed only at the front of each lot facing the lateral streets of the development. The foregoing restriction shall not

preclude the erection of larger signs by the Declarant during the time of its development of the development. If requested in writing, the Architectural Review Committee may approve nonconforming signs on a case-by-case basis.

Section 14. **Trees.** Upon completion of construction of the residential structure and prior to occupancy, trees shall be planted on all Lots in conformance with the "Architectural Guidelines" from time to time adopted by the Architectural Review Committee.

Section 15. **Resubdivision.** All Lots shall be conveyed as a whole except that two (2) or more contiguous Lots may be resubdivided into one lot only with the express written consent of the Architectural Review Committee. In the event that the Architectural Review Committee approves a resubdivision, it shall approve same by an instrument recorded in the public records of Walton County, Florida. Thereafter, such resubdivided Lots shall constitute Lots for purposes of this Declaration.

Section 16. **Mailboxes.** All mailboxes, paper boxes, or other receptacles of any kind or use in the delivery of mail, newspapers, magazines, or similar materials shall be approved in writing by the Architectural Review Committee, or the Architectural Review Representative, prior to construction. The Architectural Review Committee shall have the right to designate a uniform mailbox structure, or limited group of mailboxes to select from, which shall then be used by all Owners. The house numbers shall be of a uniform style and color used throughout the subdivision.

Section 17. **Antennas.** No outside antennas, poles, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the Architectural Review Committee or the Architectural Review Representative, and any such permitted devices shall be fully concealed and shall not be visible from any Lot line.

Section 18. **Detrimental Appearance.** Items detrimental to the appearance of the Development shall not be permitted on any of the Lots except when enclosed or camouflaged from view from all Lot lines and when approved in advance by the Architectural Review Committee or the Architectural Review Representative. In no event shall basketball goals appear on or be attached to the front of any house or garage. No freestanding basketball goals shall be allowed in the front yard of any lot or otherwise be affixed or allowed to be in the front yard of any lot or house. Basketball goals are allowed, but many only appear or exist in the back yard of any lot.

Section 19. **Trash.** All garbage and trash containers, oil tanks, bottled gas tanks and the like shall be kept clean and sanitary, and must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line (except for approved garbage cans awaiting pickup by garbage collection services, but, in such case, only for the limited period of time reasonably required to accommodate such collection). No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 20. **Nuisance.** Noxious or offensive activity shall not be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

Section 21. **Attractive.** All structures shall be designed so that all elevations are attractive in appearance.

Section 22. **Construction.** All construction commenced upon a Lot shall be pursued diligently and such construction must be completed within one (1) year after commencement. An industrial waste container (or other alternative method of containing and controlling construction debris acceptable to the Architectural Review Committee or the Architectural Review Representative) shall be used during all construction and the cost of furnishing said container shall be the responsibility of the owner or builder.

Section 23. **Compliance with the Laws.** All federal laws, laws of the State of Florida, laws of Walton County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

Section 24. **Mining.** No drilling, mining, exploration or the like for oil, gas or other minerals shall be permitted or allowed on or under any Lot in the Development.

Section 25. **Underground Utilities.** No above ground electrical, telephone, cable TV, radio or other such wiring or utility service shall be permitted without prior approval of the Architectural Review Committee or the Architectural Review Representative (which approval will not typically be granted absent extraordinary circumstances).

Section 26. **Maintenance.** All Owners shall keep their Lots and any improvements thereon (including landscaping), as well as any adjacent land areas in the road right of way between the Lot line and the curb of the road, neatly, diligently and properly maintained, clean and sanitary at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the Development, the Association, the Declarant, the Architectural Review Committee and/or appropriate governmental agencies, and shall also subject such Owner to the sanctions provided for in Article V, Section 11.

ARTICLE V - ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation Assessments.** The Declarant, for each improved lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof; whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) an annual assessment or charges; and, (b) any special assessments for capital improvements, such assessments shall be established and collected as hereinafter provided, and (c) special assessments imposed upon an individual Lot Owner for repair or maintenance necessitated by the willful or negligent act of the owner, his family, or their guests, tenant or invitees. The annual and special assessments, together with

interest, costs and reasonable legal fees and expenses, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used (a) to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the Common Area and other areas which may be common areas because the same have been dedicated for public use but which are primarily for the use of the Lot Owners and (b) to fulfill the responsibilities of the association to Walton County and the State of Florida as may relate to drainage and storm water. The Association shall have the obligation to maintain all Common Areas (including, without limiting the generality of the foregoing, any and all roads, curbs, easements, drainage facilities, landscaping, electricity, drainage structures, holding and retention ponds, subdivision fencing, gatehouse, entry gate, lighting, and other improvements), and shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and capital improvements to any Common Areas, including but not limited to private roads.

Section 3. Annual Assessments. The annual assessment shall initially be \$150.00 per year per improved lot and shall be imposed on all improved lots from the first of the month following issuance of a certificate of occupancy or its equivalent as to a lot. The amount of such annual assessment shall be increased or decreased by the association's board of directors, with the approval of a majority of the members assessed equally. 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, his family or their guests, tenants or invitees occasions an increased assessment to a particular owner. Annual assessments may be collected on a monthly, quarterly, or semi-annual or annual basis as the board of directors may establish. Initially such annual assessments shall be payable annually.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, improvement, management, care or maintenance upon any Common Areas, any property owned by the Association or in which it has an interest, or any public or private property adjoining or in the same general locality as the Development, including fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Segregation of Funds. Funds collected by the Association from annual assessments and any special assessments shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required to be maintained as aforesaid, there need be no physical division of such funds and same may be held in a consolidated account in which each separate fund has an undivided interest.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of ninety (90) days prior to date of mailing such notice) not less than fifteen (15) days nor more than sixty (60) days in advance of that meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Annual and special assessments shall be at a uniform rate for all Lots.

Section 8. Annual Assessment Periods and Due Dates. The annual assessment provided for herein shall commence as to all improved lots on the first day of the month following the issuance of a certificate of occupancy or its equivalent by Walton County. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Walton County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of ten (10%) percent of the assessment amount, plus interest from the due date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 10. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was

originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 11. **Maintenance.** In the event an Owner shall fail (after ten (10) days written notice from the Association or the Architectural Review Committee sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association or the Architectural Review Committee, the Association shall have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such maintenance, together with interest at the maximum rate then allowed by law (if not paid within ten (10) days after written demand therefore), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed. The Association shall have the right to collect such amount, as well as reasonable legal fees and costs, in accordance with the procedures set forth in this Article for the collection of assessments, as well as such additional legal or equitable remedies as might otherwise be available.

ARTICLE VI - COMMON AREAS

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

A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon any Common Areas;

B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy the Common Areas or any part thereof for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

C. The right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners then entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than fifteen (15) days and no more than sixty (60) days in advance; provided, however, that for a period of eight (8) years from date of recording this Declaration, Declarant may, without action of the Association, grant such easements, licenses or the like across, to or under all or any portion of the Common Areas which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;

D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgagee in said properties shall be subordinate to the rights of Owners hereunder; and

E. The right of the Association to limit the use of any Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage, and to promulgate rules and requirements appropriate for the operation, maintenance, and replacement of gates and other security equipment and devices.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, invitees, contract purchasers who reside on the property, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner, and deliverymen.

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

A. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies.

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

ARTICLE VII – INSURANCE

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

A. **Liability Insurance.** Comprehensive general liability insurance coverage covering all common areas, and public ways as are owned, utilized, or controlled 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 areas, and legal liability arising out of lawsuits related to employment contracts of the association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the owners as a group or as an association to an individual lot 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 the 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.

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

ARTICLE VIII – TOTAL OR PARTIAL CONDEMNATION

The association shall represent the lot owners in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each lot 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 area by a condemning authority, the award of proceeds or settlement shall be payable to the association for the use and benefit of the lot owners and their mortgagees as their interest may appear. Such proceeds, if not utilized by the association for the purpose of restoring or replacing common areas which have been taken, shall be disbursed in equal shares to the lot owners and their mortgagees, as their interest may appear.

ARTICLE IX—EASEMENT FOR DRAINAGE AND UTILITY SERVICES

There is hereby reserved by Declarant for the benefit of all owners a perpetual easement across the easement areas and road right-of-ways as shown on the recorded plat of Church Street Village, for the location, installation, maintenance, repair and replacement of all drainage and utility services which have been installed or may hereinafter be installed by Declarant to serve the development. Any drainage easement shown on such plat shall also be deemed to be an area in which utility services may be installed, maintained, repaired and replaced.

Section 1. **FDEP/ACOE Jurisdictional Limits.** If reflected on the recorded Plat, the "FDEP/ACOE Jurisdictional Limits refer to that portion, if any, of a Lot behind (that is, toward the rear of the Lot) any "Jurisdictional Limit" line shown on the Plat. Within any "Jurisdictional Limit," no vegetation shall be disturbed, or cut without complying with the Architectural Review Committee's Architectural Guidelines and other applicable governmental regulations.

Section 2. **Water.** In the interest of public health and sanitation and in order to insure that the Subdivision and Development and all other land in the same locality may be benefited by decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the Development shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system or device, any refuse, sewage, or other material which might tend to pollute.

Section 3. **Filling.** No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway located thereon or on which it may abut without appropriate governmental permits (if required) and prior written approval of the Architectural Review Committee, which approval will not lightly be given absent extraordinary circumstances. Additionally, during and following construction of any residence or other improvement with any proximity at all to any wetland, the following shall be observed: (a) any wetland areas or water bodies which might be affected by reason of such construction shall be protected from any erosion, sedimentation, siltation, scouring, excess turbidity and dewatering; (b) all disturbed upland areas shall be stabilized during and after construction so as to prevent any erosion,

sedimentation, siltation, or scouring; and (c) there shall be no storage or stockpiling of tools, materials, etc. within wetlands or along water bodies, and any cleared vegetation, excess materials, trash, garbage, and any type of debris shall be kept from (or, if inadvertently located in the same, promptly removed) wetlands and water bodies at all times.

Section 4. **Septic Tanks.** Declarant has constructed and otherwise provided for disposal of sanitary sewage within the Subdivision by extending the Walton County Utilities Authority central sanitary sewage collection system throughout the Subdivision. Accordingly, the use of septic tanks on any lot, even temporarily, is prohibited (except for use in conjunction with any temporary sales center established by Declarant).

ARTICLE X - GENERAL PROVISIONS

Section 1. **Enforcement.** The Association, the Declarant, the Architectural Review Committee or any Owner shall have the right to enforce by any proceeding at law or in equity, any and all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Declarant, the Architectural Review Committee or by 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. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any person or entity, unless otherwise in this Declaration expressly provided, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

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

Section 3. **Duration.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for twenty-one (21) years from the date of recordation in the public records of Walton County, Florida, and shall be automatically extended for successive periods of ten (10) years unless a majority of the members of the association and two-thirds (2/3) of the holders of first mortgagees against Lots in the development decide that such covenants, conditions and restrictions shall abate, which decision, if made, shall be evidenced by an agreement in writing signed by a majority of the membership and by two-thirds (2/3) of the first mortgage holders, setting forth their decision, which document shall be effective when duly recorded in the Public Records of Walton County, Florida. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within eight (8) years alter date hereof if doing so is necessary or advisable to:

A. Accommodate FHA, VA, FNMA other agencies, or lenders, involved with the financing of residential structures within the Subdivision; or

B. To conform to the requirements of any governmental body or agency with permitting or other regulatory authority; or

C. Correct any scrivener's errors herein contained or to clarify any ambiguities contained herein.

Section 4. Nonliability of Association, et al. Neither the Association, its officers, directors, Declarant, the Architectural Review Committee nor the Architectural Review Representative shall, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of; the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner.

Section 5. Miscellany. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

Section 6. Availability of Records and Other Documents. The association shall make available to the owner of any lot, to any mortgagee, or to any insurer or guarantor of any first mortgage, current copies of this Declaration, the Articles of Incorporation 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. Additionally, any mortgagee, insured or guarantor of a first mortgage shall be entitled, upon request, to an audited financial statement for the immediately proceeding fiscal year, free of charge to the party so requesting. In the event such financial statement is requested, the same shall be furnished within a reasonable time following such report.

Section 7. Amendment. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the lot owners. Any amendment must be recorded in the Public Records of Walton County, Florida. Notwithstanding anything to the contrary, this Declaration shall not be subject to amendment without the written recorded consent of the Declarant so long as the Declarant owns any lot in the development.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, HUFF DEVELOPMENTS, L.L.C., a Florida limited liability company, has, pursuant to due and proper authorization of its Members and Manager, caused this instrument to be executed by a duly authorized officer and its corporate seal to be affixed hereto as of the date and year first above written.

Signed, sealed and delivered in
the presence of:

HUFF DEVELOPMENTS, L.L.C., a Florida
limited liability company:

Print Name: _____

By: _____
Chandler Huff
Its: Manager

Print Name: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledges before me this _____ day of October 2004, by Chandler Huff, as Manager of HUFF DEVELOPMENTS, L.L.C., a Florida limited liability company on behalf of the Corporation. He is personally known to me.

MARK A. VIOLETTE
NOTARY PUBLIC