

**Declaration of Covenants, Conditions,  
Restrictions, and Easements  
10 or more acres**

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

This Declaration of Covenants, Conditions, Restrictions, and Easements, is made the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Tidwell Place, LLC, A Florida limited liability company (“Declarant”).

Whereas, Declarant is the owner of all the property which is more particularly described in Exhibit “A” and is located in Santa Rosa County, Florida.

Whereas, the Lots within said property will be used for single-family dwellings, The utility easements within said property will be used by the various utility providers to furnish services to the neighborhood and the road within said property shall be used for ingress and egress.

NOW THEREFORE, Declarant hereby establishes the Declaration of Covenants, Conditions, Restrictions, and Easements for said property, which will run with the land and be binding on and inure to the benefit of every Owner of property within said property.

**ARTICLE I  
DEFINITIONS**

The following definitions apply whenever the capitalized term appears in the Declaration. Additional terms may be defined the first time they appear.

1.1 “Declaration” means this Declaration of Covenants, Conditions, Restrictions, and Easement for Said Property and all supplement and amendments to the Declaration.

1.2 “Declarant” means Tidwell Place, LLC, a Florida limited liability company, its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to a different party and, if so assigned, each assignee will be considered “Declarant” as to the specific rights so assigned.

1.3 “Lot” means any parcel of land included in Said Property, along with any improvements constructed on the Lot.

1.4 “Owner” means the record owner, whether that be one or more persons or

entities, of (I) the fee simple title to any Lot, or (ii) a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.5 "Public Records" means and refers to the Official Pubic Records of Santa Rosa County, Florida.

1.5 "Said Property" refers to any land owned by Declarant or later made subject to the Declaration.

## **ARTICLE II CONSTRUCTION REQUIREMENTS**

### 2.1 Specific Restrictions.

(a) **Residential Building.** No structure may be erected, placed or permitted to remain on any Lot other than one single-family residential dwelling with a private garage or carport attached to the main structure, a detached garage, carport or barn. All dwellings must be new in construction. All construction on new homes must be completed within 8 months. No homes, living quarters for guest, family or household employees may be used as rental units. No mobile homes, modular homes, shall be allowed.

(b) **Building Restriction Lines.** All structures shall be located a minimum 50 feet from the front parcel line, a minimum of 20 feet from each side parcel line and a minimum of 35 feet from the rear parcel line.

© **Minimum Floor Space.** Each dwelling located must contain at least 1,600 square feet of living space. "Living space" means only enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces or patios.

(d) **Driveways.** All Lots must have a driveway of stable material extending from the adjacent street to the dwelling.

(e) **Fences and Drainage Easements.** All fences, hedges, wall or the like constructed upon any Lot shall comply with any applicable Santa Rosa County ordinance.

(f) **Completion of Construction and Repairs.** Other than original new home construction, all construction of improvement of a Lot and the construction, repair, or remodeling of any improvement must be completed within a reasonable period of time after commencement. All waste shall be contained during construction and any debris that becomes scattered shall be picked up immediately by the person or company performing the construction.

(g) Destruction or Damage to Improvements. Owners will be responsible for any and all damage caused to Said Property improvements, including, but not limited to, curbs, gutters, water hydrants, power poles, or fences erected by anyone, whether such damage is caused by the owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Owners will, during construction, create such barricades or fencing as is required to prevent erosion of soils onto public roads, or other Lots and police the areas of trash caused by those constructing improvements to the Owner's Lot. Any liability incurred under this provision will be a personal obligation on such Owner's Lot.

(h) Maintenance of Exteriors. Each Owner shall at all times maintain the Owner's Lot, a well as all driveways, the exterior of all structures, and all vegetation on the Owner's Lot.

(I) Litter, Trash, and Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

(j) Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything the may be an annoyance or a noxious or offensive activity to the other Owners or their guests.

(k) Vehicles. Off-road vehicles, jeeps, buggies, boats, campers, trailer, motor homes, recreational vehicles, cars, trucks, and tractors (collectively "vehicles") shall be kept at all times inside a garage or fence, are not to be "revved up" while under maintenance or at any time. Vehicles should be parked on the Lot so as not to be detrimental to the appearance of the Lot from the street of any other Lot. No go-cart, four-wheeler, auto, or race car tracks of any kind are to be built or used on any Lot.

(l) Animals. No more than 5 hooped animal (bovine, equine and/or caprinae) may be kept on each Lot. No swine are allowed. Each Owner will be strictly responsible for the behavior of his or her pets. An Owner may not permit the pets to become a nuisance or annoyance to other Owners. If any such pets are off a Lot, said animals shall be ridden, caged or leashed.

(m) Fences and Drainage Easements. All fences, hedges, walls or the like shall comply with any applicable Santa Rosa County ordinances.

(n) Before any Owner, their family, guests, invitees, or contractors are permitted to build ponds, pits, or anything that involves removal of dirt, Owners must have the approval of Declarant.

2.2 Conversion of Lots to Other Uses. Notwithstanding anything herein to the contrary, Declarant reserves the right to (I) use any Lot owned by it for the purpose of ingress and egress to any adjoining property, (ii) cause any Lot to be platted as a right of way. Declarant also reserves the right to impose additional easements on any Lot owned by Declarant.

2.3 Replat of Lots. An Owner may also, by recording an instrument to that effect in the Public Records, combine two or more Lots for a single home site. No lot may be divided by an Owner and must remain as one unit. If Lot is to be sold, or in any way, deeded to another Owner, it must be sold or deeded with the same acreage as was purchased.

### **ARTICLE III GRANT AND RESERVATION OF EASEMENTS**

#### 3.1 Easement in favor of Owner

Each Owner has the benefit of certain easements and the responsibility for others. Each Owner, his heirs, successors, and assigns, is hereby granted the following perpetual easements:

(a) Owner's Easement for Ingress and Egress. Each Owner, together with such Owner's family, tenants, contractors and guests, will have a non-exclusive right and easement, subject to the restrictions imposed in the Declaration for ingress and egress to and from the Owner's Lot, over and across the street.

3.2 Police Powers; Security. A blanket easement is granted throughout said property and all additional phases for police powers and services supplied by the local, state, and federal governments.

3.3 Maintenance of Easements. The Declarant and all Owners hereby acknowledge that their respective use of the street/roads, including the use of the their respective contractor, employees, and guests may cause normal wear and tear to the street/road. No negligence or intentional act of destruction shall be caused. If intentional destruction or negligence, caused by the Owner's family, tenants, contractors, or guests occurs, repairs will be the responsibility of the Owner.

### **ARTICLE IV GENERAL PROVISIONS**

This article sets forth rules of interpreting the Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

4.1 Incorporation of the Land Use Documents. Any and all deeds conveying a

Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Declaration.

4.2 Enforcement. The covenants and restrictions contained in the Declaration may be enforced by Declarant, any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The Florida Department of Environmental Protection and Santa Rosa County, Florida will have the right to enforce, by proceedings at law or in equity, the provision contained in the Declaration that relate to the maintenance, operation, and repair of a drainage system. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of the Declaration.

4.3 Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

4.4 Amendment.

(a) Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the said property, to amend this Declaration without the consent of any party, as long as no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

4.5 **DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THERE FROM ARE HEREBY DISCLAIMED.**

