

## DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTION

### ORCHARD WALK HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by ORCHARD WALK HOMEOWNERS ASSOCIATION, INC., hereafter referred to as "Declarant."

WITNESSETH:

NOW, THEREFORE, Declarant is the owner of certain property located in Leon County, State of Florida, which is more particularly described in "**Exhibit A**" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the property described in "**Exhibit A**" attached hereto 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 properties 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 ORCHARD WALK HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 2. "Business" shall mean its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involved providing goods or services to persons other than the family of the producer and for which the producer received a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part time, such activity is intended to or does generate a profit, or a license is required.

Section 3. "Common Area" shall mean all real property, if any, (including the improvement thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Days" shall mean and refer to calendar days; not business days.

Section 5. "Declarant" shall mean and refer to ORCHARD WALK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded or unrecorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## **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 Area 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 by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a document agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the property.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Owners shall have voting rights as follows:

- (a) Owners shall be entitled to one vote per household. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, with all adult members in good standing.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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. 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 such property at the time when the assessment fell 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 exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ninety-nine dollars (99.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment from the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 applicable to that year only for the purpose of defraying, in whole or in part, the cost of any constructing, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days or no more than sixty (60) days in advance of the meeting. At such meeting, the present of members or of proxies entitled to cast one-half (1/2) of all the votes of the members shall constitute a quorum.

If a 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 two voting members. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a receipt signed by an officer of the Association setting forth whether the assessments on a specified Lot has been paid. A properly executed receipt of the Association as to the status of assessments of a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) 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 property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first 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 or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became 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.

Section 10. Developer Exemption. No Developer exemption is granted.

## **ARTICLE V**

### **LAND USE AND BUILDING TYPE**

Section 1. Business Use. No Lot shall be used except for residential purposes and no business shall be conducted in, on, or from any Lot, except that an Owner or another resident of the Lot may

conduct business activities on such Lot if the business activity: (1) is not apparent or detectable by sight, sound, or smell from outside of permitted structure; (2) complies with applicable zoning requirements; (3) does not involve regular visitation of the Lot by suppliers, other business invitees, or door-to-door solicitation within the Properties; (4) all parking associated with the home occupation shall be off the street on a paved driveway or in officially painted on street parking spaces; and (5) is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others, as determined in the Board's sole discretion. Leasing a dwelling for residential purposes is not a "business" within the definition of Article I.

Section 2. Building Type. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family resident together with customary outbuildings as approved by the Architectural Committee.

## **ARTICLE VI**

### **SUBDIVISION OF LOT**

No Lot shall be further subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, and provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

No fence, wall, accessory building or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. Additionally, all alterations exterior additions, or changes that may be an invasion of privacy, visible from the street, and/or above the fence shall be submitted and approved. All plans and specifications shall show the nature, kind, shape, color, height, materials, and location of the alterations(s) and shall be in harmony of external design and location in relation to surrounding structures and topography. In the event the Architectural Committee fails to respond with an approval or disapproval within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of the Declaration shall be complied with as if no improvement had been previously constructed. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered to the green OWHA mailbox outside the Secretary's address. Three (3) copies of all such plans and specifications to be



approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations;
- (2) Exterior finish schedule showing materials, style, and color for all surfaces;
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements; and
- (4) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all owners against a decrease of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots;
- (2) General quality in comparison with the existing improvements to the Lots;
- (3) Location in relation to surrounding improvements;
- (4) Invasion of privacy, visible from the street, and/or above the fence;
- (5) Location in relation to topography;
- (6) Changes in topography; and
- (7) Aesthetic considerations.

The disapproval may be appealed to the Board of Directors. Architectural forms shall be completed by the Architectural Committee to say approved with signature, or not approved. The Architectural Committee shall state the reasons why a project was not approved.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following:

- (1) Off-site storage, dirt or construction debris; stockpiling of fill from utility trenches;
- (2) Backfilling utility trenches and the general appearance of the house.

Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

**ARTICLE VIII**  
**DWELLING SIZE**

No dwelling shall be permitted on any Lot unless the ground floor, area of the main structure contains at least 1250 square feet for a single story residence, and 1450 square feet for a two story residence.

**ARTICLE IX**  
**DWELLING LOCATION**

No dwelling shall be located on any Lot nearer to the front lot line than 35 feet or nearer to the side lot line than 10 feet.

**ARTICLE X**  
**MOBILE OR MODULAR HOMES**

No mobile or modular homes shall be allowed within the subdivision.

**ARTICLE XI**  
**BUILDING AND FENCE LOCATION AND TYPE**

Section 1. Buildings. Accessory building locations shall be approved by the Architectural Committee, provided that the following requirements are met:

- (1) All accessory structures shall setback ten (10) feet from any property line, except where the permitted principal development setback is less in which case the accessory structure shall comply with the principal structure setback.
- (2) Accessory structures shall not be located in a required buffer or landscape area nor in the front yard or side corner yard.
- (3) Accessory structures shall be located at least six (6) feet from any other structure on the same Lot.

For the purposes of this Article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

Section 2. Fences. No fence shall be located at a minimum of ten (10) feet from the front corners of the primary building. All fences require approval of the Architectural Committee in accordance with Article VII of the Declaration. All fences are desired to be natural wood, stained wood or painted white as seen from the street.

## **ARTICLE XII**

### **TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, camper, RV, basement, tent, shack, garage, barn, accessory building, storage building or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

## **ARTICLE XIII**

### **EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot. The Owner of each Lot shall keep the Lot mowed regularly and clear of any unsightly objects. In the event the Owner of any Lot within the subdivision breaches this restriction, the Declarant reserves its right to enter upon the Lot and to mow the grass, clean up the Lot, remove unsightly structures and objects, and the cost of such work shall become a lien upon the Lot, and the Owner shall be liable for the payment of the cost incurred, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. Prior to the Declarant entering the property, written notice must be given to the Owner providing ten (10) days to rectify the noticed situation.

Each owner shall maintain the exterior appearance of their dwelling that can be seen from the street to include but is not limited to broken windows, damaged roofs, damaged culvert walls for drainage, hanging shutters, or any area that needs to be painted or washed.

## **ARTICLE XIV**

### **AUTOMOBILES**

No inoperable or "junk" automobiles shall be allowed to remain on any Lot. An automobile shall be considered a "junk auto" if it is inoperative for a period of thirty (30) days and does not have a current license tag.

## **ARTICLE XV**

### **BOATS, TRAILERS AND RECREATIONAL VEHICLES**

All boats, motor homes, campers, recreational vehicles, travel and utility trailers shall be stored and placed in a garage, carport or in the rear of the Lot and not fully visible from the street.



## **ARTICLE XVI**

### **OUTDOOR AND PLAYGROUND EQUIPMENT**

All clothesline and playground equipment, including but not limited to, swing sets, trampolines and other large yard toys shall be located in the rear yard of the residence and not in the front yard. Sports equipment such as basketball goals shall be maintained and in good condition at all times.

## **ARTICLE XVII**

### **RADIO, TELEVISION AND SATELLITE ANTENNA**

No exterior radio or television antenna shall be installed on the street side of the residence unless such installation; including the size, color and design has been approved by Declarant or its designated committee.

## **ARTICLE XVIII**

### **GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained or allowed to become a dumping ground for trash, garbage, scraps, litter, leaves, limbs or rubbish. Trash, garbage, yard waste, bulk items or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall only be stored in sanitary containers. Yard waste or other waste shall not be put out on the street no earlier than the weekend prior to the scheduled pick-up. Bulk items shall not be put out on the street no earlier than one (1) day prior to the scheduled pick-up. All equipment for the storage or disposal of such material shall be kept clean and shall not be visible from the street. All equipment for the storage or disposal of such material must be retrieved from the street and placed in its appropriate place within twenty-four (24) hours of pick-up.

## **ARTICLE XIX**

### **SECURITY LIGHTS**

Any security light must be placed in such a position that it will not shine directly upon, and any glare must be shielded from, adjoining properties.

## **ARTICLE XX**

### **WINDOW DRESSING**

Any window which can be seen from the street shall not be covered with sheets or towels. If the window is to be covered it must be covered by window treatments, but not limited to blinds and curtains.

## **ARTICLE XXI**

### **NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## **ARTICLE XXII**

### **SIGNS**

No sign or any kind shall be displayed to the public view on any Lot except one sign of not more than four (4) square feet to advertise the property for sale or lease, or otherwise deemed for safety, security or health of Owners.

## **ARTICLE XXIII**

### **LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

## **ARTICLE XXIV**

### **RENTAL PROPERTY**

It will be the responsibility of the Owner to make the renter aware of ALL OWHA Bylaws and Covenants. Any action deemed necessary will be taken against the Owner and all notices/contact will be sent to the Owner not the renter. The Owner will notify the Secretary/Treasurer of the Owners current address and telephone number. A copy of the rental agreement between the Owner and Renter shall be maintained on file with the OWHA Secretary.

## **ARTICLE XXV**

### **GARAGE AND/OR YARD SALES**

No Owner shall have a garage and/or yard sale more than two (2) weekends per year. A weekend is defined as Saturday and Sunday.

## ARTICLE XXVI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and obligations now or hereafter imposed by the provisions of this Declaration. Failure by the Association 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.

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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds (2/3) vote of the members of the Association.

Section 5. FHAVA Approval. The Class B membership is eliminated.

Stacie Stanfin  
Witness  
Printed Name: Stacie Stanfin

Jeffery Patton  
Jeffery Patton, President  
ORCHARD WALK HOMEOWNERS ASSOCIATION INC

Karen S. Peek  
Witness  
Printed Name: KAREN S. PEEK

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2014, by Jeffery Patton ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
TINA M. JARVIS  
MY COMMISSION # EE 836933  
EXPIRES: September 29, 2016  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ORCHARD WALK HOMEOWNERS ASSOCIATION, INC.**

**EXHIBIT "A"**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, BLOCK "A"; LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, BLOCK "B"; ORCHARD WALK, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 6, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.