

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR WOODLANDS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Woodlands Subdivision, Phase 1 ("Declaration") is made this 8th day of May 2015, by Bell Lane Limited Partnership, a Florida limited partnership.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

WOODLANDS SUBDIVISION, Phase 1, a subdivision according to plat thereof recorded in Plat Book 12, Page 10-13, of the public records of Santa Rosa County, Florida.

NOW, THEREFORE, Declarant hereby declares that, except as elsewhere herein provided, all of the property described above shall be held, sold and conveyed subject to the following easements, restriction, covenants, and conditions, which are for the purposes 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 hereof, 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 Woodlands Owners Association, Inc., its successors and assigns.

Section 2. "Common Areas" shall mean and refer to any and all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot are the private drainage pond, the Park areas, the landscape easement, the sign and entrance wall and the entrance island as shown on the plat plus all other areas shown on the Plat dedicated to the Association.

Section 3. "Declarant" shall mean and refer to Bell Lane Limited Partnership, a Florida limited partnership, its successors and/or assigns.

Section 4. "Development" shall mean and refer to Woodlands r Subdivision Phase 1.

Section 5. "Lot" shall mean and refer to all subdivision property included within the Woodlands Phase 1 Plat and consisting of lots shown on the record plat of the subdivision.

Section 6. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to any Lot in the subdivision, including contract sellers. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation, or those who are under a contract to purchase a lot. 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 be deemed to include the Owner's family, guests, and tenants, provided however that only an Owner shall be held financially responsible for any such act or failure to act.

Section 7. "Stormwater Management Areas" shall mean and refer to stormwater retention and detention ponds, drainage easements and stormwater conveyance structures as shown on the record plat of the subdivision.

Section 8. "Plat" shall mean and refer to the plat of the subdivision that is recorded in the public records of Santa Rosa County, Florida, as noted in the preamble hereof.

Section 9. "Subdivision" shall mean and refer to Woodlands Subdivision, Phase I, a subdivision situated in Santa Rosa County, Florida, according to the Plat.

ARTICLE II
Membership and Voting Rights

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

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

Class A: Class A shall be the Owners (with the exception of Declarant), of all lots in the Development (as it is constituted from time to time), 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 Declarant or their assigns, which shall be entitled to 4 votes for each lot owned in the Development (as it is from time to time). The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; provided, however, that if, after conversion of Class B membership to Class A membership, the Development is thereafter increased (by an additional subdivision, addition thereto and or phase thereof being hereof) with the result that the total votes outstanding in Class A membership would not equal or exceed the total votes outstanding in Class B membership if there were then a Class B membership, the Class B membership shall thereupon automatically be reinstated until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership.

ARTICLE III
Architectural Control

No residential structure, wall, detached storage or maintenance shed, driveway or other structure or improvement shall be commenced, erected, placed or altered on any Lot in the Subdivision until the design, location, plans, specifications and plot plans 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, harmony of the exterior design with the requirement of this Declaration and with existing structures and location with respect to topography and finish grade by a majority vote of the Architectural Control Board, or by the Architectural Review Representative selected by a majority vote of the Architectural Control Board. In the event the Architectural Control Board, or the Architectural Review Representative, fails to approve or disapprove any complete set of plans within twenty (20) days after submission thereof in writing in accordance with this

Article, such approval will not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Board initially shall consist of one (1) member appointed by the Declarant. Up to two (2) additional members may be appointed to the Architectural Control Board by the Declarant at any time, however, there shall never be more than three (3) members on the Architectural Control Board at all times. The Architectural Control Board may appoint an Architectural Review Representative, who shall be a member of the board, to examine submissions by Owners for compliance with these restrictions and covenants. If any of the members of the Architectural Control Board shall resign, become unable to serve or die, then the remaining member(s) shall appoint a successor member(s) to the Architectural Control Board. Neither the Architectural Control Board nor the Architectural Review representative, shall receive any compensation for services rendered and performed hereunder, provided, however: that the Architectural Control Board shall have the right to charge a modest fee for review of plans submitted in accordance with the Article, such fee reasonably calculated to reimburse the Architectural Control Board only for its actual out-of-pocket expenses (including employment of any professional advisors).

ARTICLE IV **Use Restrictions**

Section 1. All Lots shall be used and occupied solely for 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 Control Board 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 residential Lot other than one single-family structure. A detached garage may be allowed provided it conforms to the architectural design of the residential structure. A servants room, tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, any duly licensed builder who is active in constructing residences for sale within the Development may construct residences within the Subdivision, which may be used by the builder or his representative as a model home for demonstrating to the public lots or homes for sale within the Development.

Section 2. All residential structures erected or constructed on any Lot shall not exceed three stories in height and shall contain a minimum of 1300 square feet. Residential structures with more than one story shall have a minimum ground floor area of at least 400 square feet. All residential buildings shall have setback requirements, in accordance to the setbacks shown on the recorded plat. Waiver of any of the preceding fixed setback requirements can be obtained for unintentional violations that do not exceed 10% of the particular setback distance in question. Additional waivers of the setback requirements of up to 5 feet (or more in the case of cul-de-sac and nonrectangular Lots) may be granted in writing by the Architectural Control Board or the Architectural Review Representatives. and/or pursuant to Santa Rosa County requirements.

Section 3. The minimum square foot living area of proposed building and structures or additions and enlargements thereto shall be determined by multiplying the outside length and width footprint dimensions of each story of the building or structure, except that garages, open porches, patios and terraces shall not be taken into account in calculating the minimum square foot living area required.

Section 4. No outside antennas, poles, masts, towers, or the like shall be erected on any Lot within the subdivision. Satellite-receiving dishes are allowed; however, any such satellite-receiving dish shall be fully concealed and shall not be visible from any street.

Section 5. All dwellings, yards (including any area located in road right-of-ways between the actual lot line and paved surface of such road), drives, sidewalks, and landscaping at each lot must be maintained at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the Subdivision, The Association, the Architectural Control Board and/or any appropriate governmental agency. Maintenance shall include but not be limited to the repair/replacement of broken sidewalks, sod, and the manicuring of the same. However, repair/replacement of sidewalks damaged by homeowners misuse, shall be borne by the homeowner causing the damage.

Section 6. Outside clothes lines or other items detrimental to the appearance of the subdivision shall not be permitted on any of the Lots except that a clothes line which is enclosed or not visible from all Lot lines and shall be permitted only to the rear of the back line of the residential structure.

Section 7. All garbage and trash containers, and the like shall be kept clean and sanitary. All garbage cans or containers shall be on the street only on the day of pickup by the garbage utility and shall be put out of sight at the end of the pickup day. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except that such activities involving the construction of new homes in the subdivision is allowed, in which case construction debris may be properly stored/contained temporarily on a lot until completion of the home under construction.

Section 8. No trailer, house trailer, motor home, basement, tent garage, barn or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of temporary character be placed on any property at any time, with the exception of a temporary building or trailer used as a sales office during the sales of new homes. . No building that is unfinished on the exterior shall be occupied.

Section 9. Off-the-road vehicles, jeeps, boats, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, tractors, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus (other than operating passenger vehicles), shall not be parked anywhere permanently, except in garages, carports or otherwise enclosed or camouflaged, so as not to be detrimental to the appearance of the property from any Lot line. Any such above equipment may be parked for overnight storage only and must be removed the next day. Additionally, no vehicles or machinery, including passenger vehicles, may be repaired, altered, remodeled, painted, etc. on any lot, easement, or right-of-way or common area in the subdivision. This section shall not exclude the parking or storing of machinery or equipment used by builders during the construction of new homes.

Section 10. No noxious or offensive activity shall 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 11. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats and other 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 not kept or bred for any commercial purposes; and further, provided, that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged.

Section 12. Fences of chain link or wood privacy may be constructed only in the front portion of each lot as herein described. The front lot shall be defined as extending no closer to the front of the home than the furthest forward window, side exit or air-conditioner unit and then perpendicular to the boundary of the side lot lines, and then follow the side lot lines towards the rear of the lot and shall include the rear lot line. No fence or wall may be constructed and no hedge planted nearer to the front Lot line than the front (as described above) of the residential structure, nor, if a corner Lot, nearer to the side street than the side of the residential structure adjacent to the street. This restriction does not apply to any growing hedge that does not exceed three feet in height. Any fences constructed in the Drainage easement, as shown on the plat, shall not be constructed in any way that would

obstruct the flow of water in the easement. (See section 23 concerning fence construction in drainage easements)

Section 13. Residences shall be designed so that all elevations, as well as the front of each residence, are attractive in appearance.

Section 14. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within 9 months from the day that a building permit is issued.

Section 15. No sign of any kind shall be displayed to public view on any lot, right-of-way, easement, common area, or any other parcel of property within the subdivision, except one sign of reasonable size, as determined by the Architectural Review Representative, for advertising a home on the lot for sale or rent, or signs used by builders to advertise the property within the subdivision or development during the construction and sales period.

Section 16. Within any drainage easements, no trees of greater than 6 inches in diameter (measured 4 feet from the ground), shall be cut, no dredging, filling, structural improvements, planting or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Owner which may be contrary or destroy or adversely affect the natural buffer inherently provided by same or be contrary to any applicable environmental rules or regulations pertaining thereto. Furthermore, before a Lot Owner shall undertake any activities within any drainage easement, the Architectural Review Representative shall first approve it. It shall be the responsibility of each Owner whose lot has common boundaries with an easement area to maintain the easement area adjacent to his lot.

Section 17. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be re-subdivided into an equal or lesser number of contiguous parcels provided that: (a) The square foot area of each re-subdivided parcel equals or exceeds the square foot area of the smallest platted Lot in the Subdivision.

Section 18. All federal laws, laws of the State of Florida, laws of Santa Rosa 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 19. In the interest of public health and sanitation and in order that the Subdivision and all other land in the same locality may be benefited by a decrease in hazards of pollution, no Owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system or device, sewage, gray water, oil and lubricants or other material which might tend to pollute.

Section 20. All freestanding mailboxes and any permitted detached garage or storage or maintenance buildings shall be constructed of wood, brick or other decorative material, shall be in conformity with the architectural design of the residential structure, and shall be approved in writing and in advance of construction by the Architectural Control Board or the Architectural Review Representative. Any such permitted detached storage type building or "out" building shall be placed no closer than 3 feet to the property line of the lot.

Section 21. 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 Subdivision.

Section 22. An easement is reserved over and across each lot in the subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing and maintaining or conveying to proper parties for the

installation, repair or maintenance of necessary utilities in the subdivision. Easements shown or reserved on the recorded plat of the subdivision are hereby adopted as part of these restrictions.

Section 23. Private drainage easements (as shown on plat, if any) shall not be fenced in any manner that will prohibit flow of water or use and fences may be removed as necessary to maintain the Drainage easements. Existing or future drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, all of which may change the direction of flow of drainage channels in the easements, or which may abstract or retard the flow of water through drainage channels in the easement. The Owner of the lot, except for those improvements for which a utility company is responsible, shall maintain the easement area of each lot and all improvements in it continuously. No structure or outbuilding is permitted specifically in the noted Drainage Easements.

Section 24. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, the association may require builders to contour each building lot to provide a contiguous drainage pattern from lot to lot within the subdivision. Lot Owners shall not alter these drainage patterns. Lot Owners shall be required to maintain all such drainage patterns as initially installed by each builder.

Section 25. The Architectural Control Board and the Architectural Review Representative shall have the authority to waive in writing **minor** violations of any of the provisions of this Article IV and/or grant minor deviations or variances where it is clearly demonstrated by the Owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the lot upon which same is located and the Subdivision as a whole. Neither the Architectural Control Board nor any of its members shall in any way or manner be held liable to the Owner, the Association, or any other person of entity for its good faith exercise of the discretionary authorities conferred by this Section.

Section 26. The Developer, and subsequent Builders, are responsible for initially establishing the proper grades and swales for each lot, pursuant to the approved Development Plans and/or subsequent residential building plans. The home owner is responsible for maintaining such grades and swales once they have been properly established. Yard maintenance, including erosion control, if any, will be the responsibility of the home owner once owner takes possession of the property.

ARTICLE V **Assessments**

Section 1. **Creation of Lien and Personal Obligation Assessments.**

The Owner of each 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, and (b) any 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 legal fees, 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.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, care and maintenance of any Common Areas and any property owned by the Association. The

association shall have the obligation to maintain any Common Areas (including, without limiting the generality of the foregoing), any and all drainage facilities, structures, holding and retention ponds, road pavement and soil supporting the roads, curbing, street signs, street lights, and all infrastructure that is built for the use and enjoyment of all Lot Owners, whether denominated as such on the recorded plat, and to promptly pay in cash or check all property taxes or any other assessment or tax made upon them. The Association may agree to transfer all property to any public authority or utility if the utility agrees to continuously, and without condition to, maintain such property. 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 improvements to any Common Areas.

Section 3. Annual Assessments. Until January 1, 2016 the maximum annual assessment shall be \$225.00 per Lot.

- (a). From and after January 2, 2016 the maximum annual assessment may be increased each year not more than 25% above the potential maximum assessment for the previous year without a vote of the membership.
- (b). From and after January 2, 2016 the maximum annual assessment may be increased above 25% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.
- (c). The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- (d). Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon any Common Area, drainage easements, storm water ponds, drainage facilities, right of ways, and any property not dedicated to a public entity, and all property owned by the Association. No limitation above shall ever prohibit the association from increasing the annual assessment to an amount sufficient to pay such taxes.

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, reconstruction, repair or replacement of a capital improvement upon any Common Area, drainage structure, holding pond, street signs, street lights, and any other real property owned by the Association or any public 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 2/3 of the votes of the Owners who are voting in person or by proxy at the 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. 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 Section 3 (b) or 4 of this article shall be sent by United States Mail, postage paid, to all Owners (as of 90 days prior to date of mailing of such notice) not less than 15 days nor more than 30 days in advance of this meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 1/3 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for Lots in the Development.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period (except for the year in which this Declaration is recorded, when the Board of Directors of the Association may fix the amount of the current year's annual assessment at any time prior to December 1). 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 Santa Rosa 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 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 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 waiver or otherwise avoid personal liability for the assessment provided for herein by non-use of any Common Area, facilities or real property owned by the Association of abandonment of his Lot.

Section 9. Maintenance. In the event an Owner shall fail (after 30days written notice from the Association, the Architectural Control Board or the Architectural Review Representative sent United States Mail, postage prepaid) to maintain a lot, easement areas pertinent to the lot, or improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Architectural Control Board or the Architectural Review Representative may 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 Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 30 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.

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, as shown on plat, that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. Every Owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot (even if not referenced in the document of conveyance) for the following purposes:

Providing utilities to each Owner's Lot. The location of said utilities easement, however, shall be subject to reasonable regulation by the ASSOCIATION and shall not adversely affect any other Lot.

Ingress and egress to and from each Owner's Lot.

Such other rights and easements as the ASSOCIATION may determine to be suitable for the use and enjoyment of the Owners.

- B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas 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 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 Area to any public agency, governmental body or utility for such purposes and subject to such condition as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast 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 30 days and no more than 60 days in advance; provided, however, that for a period of 5 years from date of recording this Declaration, Declarant may, without action of the Association, grant such subsurface utility easement, 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;
- E. The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of any Common Area by published rules and regulations, including the number of guests and prescribing hours of usage.

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 Area and facilities to the members of his family, guests, tenants, 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 Easement.

- 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, or who provide public or private utility services.
- B. Declarant for itself, successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under, over and to all Common Areas and all streets within the Subdivision.

Article VIII
Duty to Rebuild or Repair and Insurance Coverage

Section 1. Each Lot Owner shall at his own expense provide casualty insurance in an amount equal to the maximum insurable replacement value of all improvements located on his Lot, such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the building on each Owners lots, including but not limited to vandalism and malicious mischief.

Section 2. In the event of damage to or destruction of any improvements located within the lots from fire, windstorm water or any other cause whatsoever, the Owner shall, within a reasonable time, cause said improvements to be repaired or rebuilt so as to place the same in as good and tenable condition as existed before the event causing such damage or destruction; failure to do so shall constitute a breach of these covenants. All insurance proceeds for loss or damage to any improvements upon any lot shall be used to assure the repair or rebuilding of any such improvements.

ARTICLE VII
General Provisions

Section 1. The Association, the Declarant, the Architectural Control Board or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provision of this Declaration. Failure by the Association, the Declarant, the Architectural Control Board 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. If any court proceedings are required for the successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Lot or against any person or entity, said Owner, person or entity expressly agrees to pay all costs, including reasonable legal fee, to the Owner, the Architectural Control Board or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restriction, covenant, reservation, charge or lien. The Declarant shall have the right to partially or fully assign any of its rights and powers in these covenant and restrictions, or in the Association as he wishes.

Section 2. 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. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, 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 a period of 25 years from the date this Declaration is recorded, unless amended by an instrument signed by 2/3 of the then Lot Owners. After the initial 25 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time, for any reason, within three years after date hereof. Any amendment to this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Additional property adjacent to Woodlands Subdivision, Phase 1, may be annexed by Declarant whereupon the Owners of such additional property shall thereupon and thereafter have the same rights, privileges and benefits, including, but not limited to, the right to use the Common Areas, and be subject to the same responsibilities

and obligations (with the exception of Article IV which shall not apply to any multifamily building sites), as if such annexed lot and/or building sites (and the owners of same) were originally described herein. Additionally, nothing in these covenants or restrictions shall be construed as restricting the Declarant from using any lot in the subdivision to access the proposed Development with a paved road, utilities or any other improvement needed to serve the Development.

Section 5. Neither the Association, Declarant, the Architectural Control Board nor the Architectural Review Representative shall, in any way or manner, at law or equity, be held liable for failure to enforce the conditions, restrictions and covenants herein contained to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner.

Section 6. Common Areas identified on the recorded plat for Woodlands Subdivision, Phase 1, are for the enjoyment of all class of members of Woodlands Manor Owners Association, Inc. Additionally, each Owner agrees to hold every property Owner of the subdivision harmless due to damage to property or bodily injury except when such damages are the result of a criminal act.

Section 7. Drainage easements have been established for the benefit of all lot Owners and their family or guests. Each Owner agrees to hold every property Owner of the subdivision harmless due to damage to property or bodily injury as a result of the use of the drainage easements. Additionally, the portion of drainage easements that have common boundaries with an Owner's Lot may not be accessed by the Owner through the Owner's Lot, but must be accessed only by other adjoining easements under the control of the Association.

Section 8. Each Owner understands and acknowledges that the drainage easements, retention and detention ponds and roadways located in the subdivision are stormwater management areas and are designed to convey and temporarily store stormwater runoff.

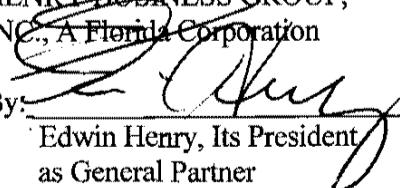
Section 9. Any single violation of any use restriction by an Owner shall constitute a continuing violation, which shall allow the Association to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 10. Any or all of the restrictions and covenants herein contained, may be annulled, amended, or modified at any time by an instrument executed by the then record Owners of 2/3 or more of the plotted lots in the subdivision; provided, however, that no amendment shall place an additional burden or restriction on any lot in the subdivision covered by these covenants unless the Owner of record of said lot joins in the amendment.

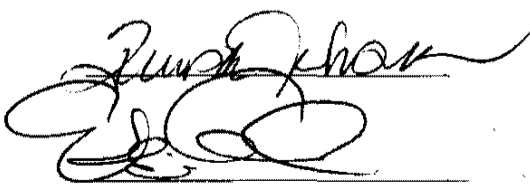
Executed this 8th day of May 2015.

BELL LANE LIMITED PARTNERSHIP,
a Florida limited partnership

By: HENRY BUSINESS GROUP,
INC., A Florida Corporation

By: 
Edwin Henry, Its President
as General Partner

Witnesses:



STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 8th day of May, 2015 ~~September 2008~~, by EDWIN HENRY President of Henry Business Group, Inc., the general partner of Bell Lane Limited Partnership, a Florida limited partnership, on behalf of the corporation and the limited partnership.



Notary Public

A handwritten signature in cursive script, appearing to read "Sharon A. Dogen".

Prepared By: Edwin Henry
4229 Hwy 90 East
Pace, FL 32571

DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 04 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 26, FOR A DISTANCE OF 2798.32 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 26, GO NORTH 02 DEGREES 50 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 170.00 FEET FOR THE POINT OF BEGINNING; THENCE, GO NORTH 02 DEGREES 50 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 571.25 FEET; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 185.02 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 14.59 FEET; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 1583.03 FEET; THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 740.64 FEET; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 91.83 FEET TO A CURVE HAVING A RADIUS OF 52.50 FEET BEING CONCAVE SOUTHEAST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 52.50 FEET THROUGH A CENTRAL ANGLE OF 33 DEGREES 57 MINUTES 03 SECONDS FOR A DISTANCE OF 31.11 FEET (CHORD BEARING NORTH 47 DEGREES 25 MINUTES 33 SECONDS EAST, CHORD DISTANCE 30.66 FEET); THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 51.85 FEET; THENCE GO NORTH 87 DEGREES 44 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 50.20 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 56.31 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 52.50 FEET BEING CONCAVE SOUTHWEST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 52.50 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 18 MINUTES 05 SECONDS FOR A DISTANCE OF 29.60 FEET (CHORD BEARING SOUTH 42 DEGREES 34 MINUTES 27 SECONDS EAST, CHORD DISTANCE 29.21 FEET); THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 248.58 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET BEING CONCAVE NORTHWEST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 10 MINUTES 31 SECONDS FOR A DISTANCE OF 38.91 FEET (CHORD BEARING NORTH 47 DEGREES 25 MINUTES 33 SECONDS EAST, CHORD DISTANCE 35.10 FEET); THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 48.24 FEET; THENCE GO NORTH 89 DEGREES 35 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 50.08 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 49.64 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET BEING CONCAVE NORTHEAST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 49 MINUTES 29 SECONDS FOR A DISTANCE OF 39.63 FEET (CHORD BEARING SOUTH 42 DEGREES 34 MINUTES 27 SECONDS EAST, CHORD DISTANCE 35.61 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 247.15 FEET TO A CURVE HAVING A RADIUS OF 52.50 FEET BEING CONCAVE SOUTHEAST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 52.50 FEET THROUGH A CENTRAL ANGLE OF 33 DEGREES 57 MINUTES 03 SECONDS FOR A DISTANCE OF 31.11 FEET (CHORD BEARING NORTH 47 DEGREES 25 MINUTES 33 SECONDS EAST, CHORD DISTANCE 30.66 FEET); THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 53.49 FEET; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 50.01 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 54.20 FEET TO A CURVE HAVING A RADIUS OF 52.50 FEET BEING CONCAVE SOUTHWEST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 52.50 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 18 MINUTES 05 SECONDS FOR A DISTANCE OF 29.60 FEET (CHORD BEARING SOUTH 42 DEGREES 34 MINUTES 27 SECONDS EAST, CHORD DISTANCE 29.21 FEET); THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 643.77 FEET; THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 75.01 FEET; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 140.51 FEET; THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 50.01 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 28.39 FEET; THENCE GO SOUTH 87 DEGREES 11 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 150.11 FEET; THENCE GO SOUTH 02 DEGREES 47 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 90.00 FEET; THENCE GO SOUTH 87 DEGREES 12 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 409.80 FEET; THENCE GO NORTH 02 DEGREES 47 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 5.00 FEET; THENCE GO SOUTH 87 DEGREES 12 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 15.96 FEET; THENCE GO NORTH 47 DEGREES 46 MINUTES 50 SECONDS EAST, FOR A DISTANCE OF 27.22 FEET; THENCE GO NORTH 02 DEGREES 47 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 15.96 FEET; THENCE GO SOUTH 87 DEGREES 12 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 5.00 FEET; TO THE WESTERLY RIGHT-OF-WAY LINE OF BELL LANE (STATE ROAD 197-A, 100 FOOT RIGHT-OF-WAY); THENCE GO SOUTH 02 DEGREES 47 MINUTES 21 SECONDS WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BELL LANE, FOR A DISTANCE OF 180.42 FEET; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID BELL LANE, GO NORTH 87 DEGREES 12 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 5.00 FEET; THENCE GO NORTH 02 DEGREES 47 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 15.96 FEET; THENCE GO NORTH 42 DEGREES 12 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 27.22 FEET; THENCE GO NORTH 87 DEGREES 12 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 15.96 FEET; THENCE GO NORTH 02 DEGREES 47 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 5.00 FEET; THENCE GO NORTH 87 DEGREES 12 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 409.80 FEET; THENCE GO SOUTH 02 DEGREES 47 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 52.05 FEET; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST, FOR A DISTANCE OF 755.43 FEET; THENCE GO SOUTH 02 DEGREES 00 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 182.50 FEET; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 2.61 FEET; THENCE GO SOUTH 02 DEGREES 49 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 138.32 FEET; THENCE GO NORTH 87 DEGREES 31 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 71.09 FEET, TO THE WEST LINE OF THE AFOREMENTIONED SECTION 27, ALSO BEING THE EAST LINE OF SECTION 26, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 02 DEGREES 50 MINUTES 09 SECONDS WEST, ALONG SAID EAST LINE OF SECTION 26, FOR A DISTANCE OF 361.76 FEET; THENCE GO NORTH 88 DEGREES 04 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 375.99 FEET; THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 815.12 FEET; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST, FOR A DISTANCE OF 122.37 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET BEING CONCAVE SOUTHEAST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 10 MINUTES 31 SECONDS FOR A DISTANCE OF 38.91 FEET (CHORD BEARING SOUTH 47 DEGREES 25 MINUTES 33 SECONDS WEST, CHORD DISTANCE 35.10 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 45.36 FEET; THENCE GO NORTH 87 DEGREES 49 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 50.00 FEET; THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 44.50 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET BEING CONCAVE SOUTHWEST; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 49 MINUTES 30 SECONDS FOR A DISTANCE OF 39.63 FEET (CHORD BEARING NORTH 42 DEGREES 34 MINUTES 27 SECONDS WEST, CHORD DISTANCE 35.61 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST, FOR A DISTANCE OF 121.65 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 815.64 FEET; THENCE GO NORTH 88 DEGREES 04 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 38.23 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 423.48 FEET, THENCE GO NORTH 88 DEGREES 04 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 2,040.06 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND BEING SITUATED IN SECTIONS 26 AND 27, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, AND CONTAINS 45.43 ACRES MORE OR LESS.

AMENDMENT 1 TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODLANDS SUBDIVISION

WHEREAS, a Declaration of Covenants, Conditions and Restrictions ("Declaration") dated May 8th, 2015, was recorded by Bell Lane Limited Partnership, a Florida limited Partnership, in O.R. Book 3433at Page 1612 of the Public Records of Santa Rosa County, Florida; and,

WHEREAS, the Declaration needs to be amended to revise the correct Name of the Owners Association in the definition for "Association" and correct the annual assessment for the lots located in Woodlands Subdivision,

It is therefore agreed, for good and valuable Consideration, that the Declaration is amended as follows:

1. **Article I, Definitions, Section 1** is hereby amended as stated below:

Section 1. "Association" shall mean and refer to Woodlands at Bell Lane Owners Association, Inc., its successors and assigns, and is hereby considered revised through the instrument referred to herein.

2. **Article V, Assessments, Section 3** is hereby amended as stated below:

Section 3. Annual Assessments. Until January 1, 2016 the maximum annual assessment shall be \$250.00 per Lot.

- (a). From and after January 2, 2016 the maximum annual assessment may be increased each year not more than 25% above the potential maximum assessment for the previous year without a vote of the membership.
- (b). From and after January 2, 2016 the maximum annual assessment may be increased above 25% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.
- (c). The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- (d). Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon any Common Area, drainage easements, storm water ponds, drainage facilities, right of ways, and any property not dedicated to a public entity, and all property owned by the Association. No limitation above shall ever prohibit the association from increasing the annual assessment to an amount sufficient to pay such taxes.

Except as otherwise amended herein, the Declaration remains unchanged and in full force and effect.

Executed this 17 day of June, 2015.

Signed, Sealed and delivered in the presence of:

Bell Lane Limited Partnership,
A Florida limited partnership,

By Henry Business Group, Inc., a
Florida Corporation, as General Partner

Sharon Rosen

Printed Name: Sharon Rosen

By: *Edwin Henry*
Edwin Henry, Its President

Joni Maddrey
Printed Name: Joni Maddrey

State of Florida
County of Santa Rosa

The foregoing instrument was sworn to and subscribed before me this 17 day of June, 20 15, by Edwin Henry as President of Henry Business Group, Inc., a Florida corporation, as General Partner for Bell Lane Limited Partnership, a Florida limited partnership, who is personally known to me and who executed same on behalf of said entities.

Joni L. Maddrey
Notary Public: Joni L. Maddrey
State of Florida-at-Large
Commission seal/expiration:

Prepared by:
Bell Lane Limited Partnership
c/o 4229 Highway 90 East
Pace, FL 32571



COOPY

AMENDMENT 2 TO DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODLANDS SUBDIVISION

WHEREAS, a Declaration of Covenants, Conditions and Restrictions ("Declaration") dated May 8th, 2015, was recorded by Bell Lane Limited Partnership, a Florida limited Partnership, in O.R. Book 3433 at Page 1612 and as amended in O.R. Book 3443 at Page 1335 of the Public Records of Santa Rosa County, Florida; and,

WHEREAS, the Declaration needs to be amended to include the subordination of assessment lien to First Mortgages, and

WHEREAS, Declarant desires to amend and/or restate certain provisions of the original CCRs, as previously recorded and/or amended,

It is therefore agreed, for good and valuable Consideration, that the Declaration is amended as follows:

Article VIII – General Provisions is hereby amended as stated below:

Section 11. 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 payment which became 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.

Except as otherwise amended previously or herein, the Declaration remains unchanged and in full force and effect.

Executed this 9 day of July, 2015.

Signed, Sealed and delivered in the presence of:

Bell Lane Limited Partnership,
A Florida limited partnership,
By Henry Business Group, Inc., a
Florida Corporation, as General Partner

Joni Maddrey
Printed Name: Joni Maddrey

By: [Signature]
Edwin Henry, Its President

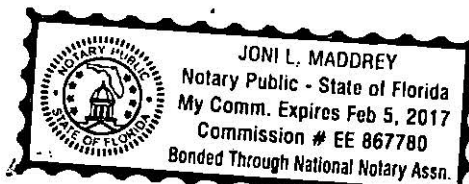
[Signature]
Printed Name: Sharon Dosen

State of Florida
County of Santa Rosa

The foregoing instrument was sworn to and subscribed before me this 9 day of July, 2015, by Edwin Henry as President of Henry Business Group, Inc., a Florida corporation, as General Partner for Bell Lane Limited Partnership, a Florida limited partnership, who is personally known to me and who executed same on behalf of said entities.

Joni L. Maddrey
Notary Public: Joni L. Maddrey
State of Florida-at-Large
Commission seal/expiration:

Prepared by:
Bell Lane Limited Partnership
c/o 4229 Highway 90 East
Pace, FL 32571



AMENDMENT 3 TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODLANDS SUBDIVISION

WHEREAS, a Declaration of Covenants, Conditions and Restrictions ("Declaration")
dated May 8th, 2015, was recorded by Bell Lane Limited Partnership, a Florida limited
Partnership, in O.R. Book 3433at Page 1612 of the Public Records of Santa Rosa County,
Florida; and as amended in O.R. Book 3443 at Page 1335 and further amended in O.R.Book
3452 at Page 1922 all of the Public Records of Santa Rosa County and,

WHEREAS, the Declaration needs to be amended to revise the correct Name of the
Owners Association in the definition for "Association" and correct the annual assessment for the
lots located in Woodlands Subdivision,

It is therefore agreed, for good and valuable Consideration, that the Declaration is
amended as follows:

- 1. **Article I, Definitions, Section 1** is hereby amended as stated below:

Section 1. "Association" shall mean and refer to Woodlands of Bell Lane Owners
Association, Inc., its successors and assigns, and is hereby considered revised through the
instrument referred to herein.

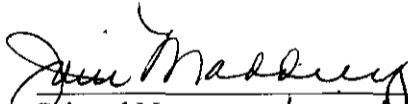
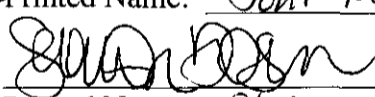
Except as otherwise amended herein, the Declaration remains unchanged and in full force
and effect.


Executed this 24 day of SEPT, 2015.

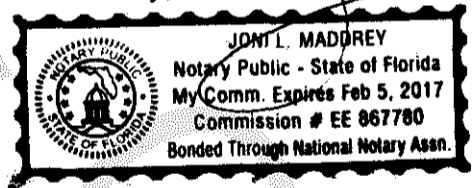
Signed, Sealed and
delivered in the presence of:

Bell Lane Limited Partnership,
A Florida limited partnership,

By Henry Business Group, Inc., a
Florida Corporation, as General Partner

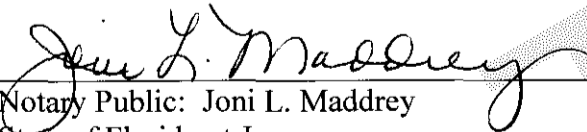

Printed Name: Joni Maddrey

Printed Name: Sharon Bosen

By: 
Edwin Henry, Its President



State of Florida
County of Santa Rosa

The foregoing instrument was sworn to and subscribed before me this 24 day
of SEPT, 2015, by Edwin Henry as President of Henry Business
Group, Inc., a Florida corporation, as General Partner for Bell Lane Limited Partnership, a
Florida limited partnership, who is personally known to me and who executed same on behalf of
said entities.


Notary Public: Joni L. Maddrey
State of Florida-at-Large
Commission seal/expiration:

STATE OF FLORIDA
COUNTY OF SANTA ROSA

AMENDMENT 4 TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODLANDS PHASE 1 SUBDIVISION

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (“Declaration”) dated May 8th, 2015, was recorded by Bell Lane Limited Partnership, a Florida limited Partnership, successor by merger with CP of Pace Limited Partnership, a Florida limited Partnership in O.R. Book 3433 at Page 1612 of the Public Records of Santa Rosa County, Florida; as amended in O.R. Book 3443 at Page 1335; as amended in O.R. Book 3452 at Page 1922; and, as further amended in O.R. Book 3464, at Page 1387, all of the Public Records of Santa Rosa County and,

WHEREAS, the Declaration needs to be amended to add a portion of the annexable area to the Development, as those terms are defined in the Declaration referenced above, and or otherwise amended. It is therefore agreed, for good and valuable Consideration, that the Declaration is amended to add the following property as follows:

1. **First Addition Property:** Pursuant to Article VIII, Section 4, of the Declaration, the real property described on Exhibit “A” attached hereto and made a part hereof (the “First Addition Property”), shall for all purposes hereinafter be, and be deemed to be, part of the “Development” as that term is defined in the Declaration, and shall be held, sold and subject to the covenants, conditions and restrictions as set forth herein. The Term “Plat” as defined in the Declaration shall hereafter be deemed to include that certain Plat for Woodlands Phase One, recorded in the Public Records of Santa Rosa County, Florida.

2. **Article 1, Section 10 is herein added as follows:**

Section 10. “Vegetated Natural Buffers” shall mean the vegetated natural buffer as depicted and shown on the Plat.

3. **Article IV, Section 23 is revised as follows:**

Section 23. Drainage easements shall not be fenced in any manner that will prohibit flow of water or use and fences may be removed as necessary to maintain the Drainage easements. Existing or future drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, all of which may change the direction of flow of drainage channels in the easements, or which may abstract or retard the flow of water through drainage channels in the easement. The Owner of the lot, except for those improvements for which a utility company is responsible, shall maintain the easement area of each lot and all improvements in it continuously. A rear vegetative natural buffer affecting Lots 27, 28, 29 and 30, inclusive, Block “A” of Woodlands, Phase 1 – 1st Addition, as shown on the final plat, is to be kept in its natural form and not cleared or altered in any manner.

4. **Ratification and Conformation:** Except as amended hereby, and/or as previously amended, all other terms and conditions of the Declaration shall remain in full force and effect and Declarant hereby ratifies and confirms the terms and conditions thereof and herein incorporates the First Addition to Woodlands Phase 1 as herein referenced as Exhibit “A” into said Development.

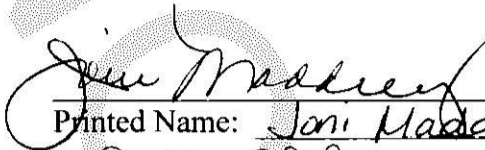
Except as otherwise amended herein, the Declaration, along with prior amendments, if any, remains unchanged and in full force and effect.

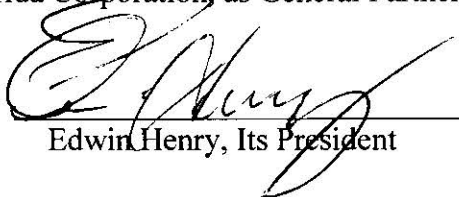
IN WITNESS WHEREOF, Declaration has caused this Fourth (4th) Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodlands Phase One Subdivision to be executed by its duly authorized agent/officer effective this 27 day of April, 2018.

Signed, Sealed and delivered in the presence of:

Bell Lane Limited Partnership,
A Florida limited partnership,

By Henry Business Group, Inc., a
Florida Corporation, as General Partner

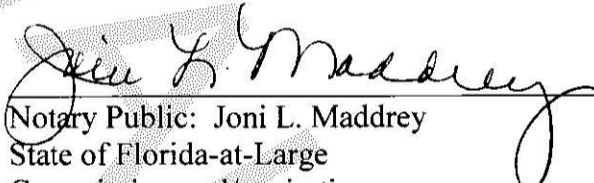

Printed Name: Joni Maddrey

By: 
Edwin Henry, Its President


Printed Name: Sharon Dase

State of Florida
County of Santa Rosa

The foregoing instrument was sworn to and subscribed before me this 27th day of April, 2018, by Edwin Henry as President of Henry Business Group, Inc., a Florida corporation, as General Partner for Bell Lane Limited Partnership, a Florida limited partnership, successor by merger with CP of Pace Limited Partnership, a Florida limited partnership, who is personally known to me, who did not take an oath and who executed same on behalf of said entities.


Notary Public: Joni L. Maddrey
State of Florida-at-Large
Commission seal/expiration:

Prepared by:
Bell Lane Limited Partnership
c/o 4229 Highway 90 East
Pace, FL 32571

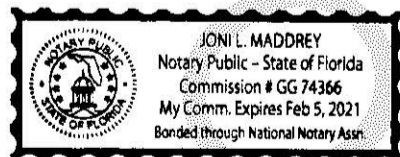


Exhibit "A"

DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)

BEGIN AT THE NORTHEAST CORNER OF LOT 17, BLOCK "A", WOODLANDS PHASE ONE AS RECORDED IN PLAT BOOK 12 AT PAGES 10-13, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 02 DEGREES 00 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF SAID WOODLANDS PHASE ONE, FOR A DISTANCE OF 182.50 FEET; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST ALONG THE EAST LINE OF SAID WOODLANDS PHASE ONE, FOR A DISTANCE OF 2.61 FEET; THENCE GO SOUTH 02 DEGREES 49 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF SAID WOODLANDS PHASE ONE, FOR A DISTANCE OF 138.32 FEET; THENCE DEPARTING THE EAST LINE OF SAID WOODLANDS PHASE ONE, GO SOUTH 87 DEGREES 31 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 755.62 FEET; THENCE GO NORTH 02 DEGREES 47 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 326.92 FEET TO THE SOUTHEAST CORNER OF BLOCK "A" OF WOODLANDS PHASE ONE; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK "A", FOR A DISTANCE OF 755.43 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND BEING SITUATED IN SECTION 27, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, AND CONTAINS 5.61 ACRES MORE OR LESS.

STATE OF FLORIDA
COUNTY OF SANTA ROSA

AMENDMENT 7 TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODLANDS SUBDIVISION

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Woodlands Subdivision ("Declaration") dated May 8th, 2015, was recorded by Bell Lane Limited Partnership, a Florida limited Partnership, successor by merger with CP of Pace Limited Partnership, a Florida limited Partnership in O.R. Book 3433 at Page 1612 of the Public Records of Santa Rosa County, Florida; as amended in O.R. Book 3443 at Page 1335; as amended in O.R. Book 3452 at Page 1922; as amended in O.R. Book 3464, at Page 1387; as further amended in O.R. Book 3739 at Page 1068; as further amended in O.R. Book 3797 at Page 1546, and, as further amended in O.R. Book 3856 at Page 1592, all of the Public Records of Santa Rosa County and,

WHEREAS, the Declaration needs to be amended to add a portion of the annexable area to the Development, as those terms are defined in the Declaration referenced above, and or as otherwise amended, and to establish a sub-Association for the Townhomes at Woodlands, (described below"),

It is therefore agreed, for good and valuable consideration, that the Declaration is hereby amended to add the following particulars and property as shown:

1. **Article I, Definitions Adding Sections 10, 11 and 12 as follows:**

Section 10: "Woodlands Board" shall refer to the Woodlands at Bell Lane Owners Association Board.

Section 11: "Townhome Association" shall mean The Townhomes of Woodlands Owners Association, Inc., its successors and assigns.

Section 12: "The Townhomes" shall mean and refer to the Townhomes of Woodlands units as shown on the recorded plat of Woodlands, Phase 2A subdivision, as recorded in the Public Records of Santa Rosa County, Florida.

2. **Phase 2A addition of property:** Pursuant to Article VII, Section 4 of the Declaration, the real property described on Exhibit "A" attached hereto and made a part hereof ("Phase 2A Property"), shall for all purposes hereinafter be, and be deemed to be, part of the "Development" as that term is defined in the Declaration, and shall be held, sold and subject t to the covenants, conditions, and restrictions as set forth herein. The Term "Plat" as defined in the Declaration shall hereafter be deemed to include that certain Plat for Woodlands, Phase One, recorded in the Public Records of Santa Rosa County, Florida.

3. **Addition of ARTICLE IX – The Townhomes of Woodlands**

The Townhomes will have an initial principal address of 4229 Highway 90, Pace, Florida. The Townhomes will be encumbered by additional specific Covenants, Conditions and Restrictions, and governed by the Townhome Association, which sub-association will have the right to appoint one (1) member to the "Woodlands Board" as defined in this amendment. The Covenants, Conditions and Restrictions, By-Laws, etc., specific for The Townhomes will be incorporated by an amendment herein that establishes the particulars relevant to The Townhomes incorporated within Phase 2A as deemed part of the overall development.

4. **Ratification and Conformation:** Except as amended hereby, and/or as previously amended, all other terms and conditions of the Declaration shall remain in full force and effect and Declarant hereby ratifies and confirms the terms and conditions thereof and hereby considers this revision incorporated.

Except as otherwise amended herein, the Declaration, along with prior amendments, if any, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Declaration has caused this Seventh (7th) Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodlands Phase One Subdivision to be executed by its duly authorized agent/officer effective this 12 day of May 2020.

Signed, Sealed and delivered in the presence of:

Bell Lane Limited Partnership,
A Florida limited partnership,

By Henry Business Group, Inc., a
Florida Corporation, as General Partner

Joni Maddrey
Printed Name: Joni Maddrey
Sharon Rosen
Printed Name: Sharon Rosen

By: Edwin Henry
Edwin Henry, Its President

State of Florida
County of Santa Rosa

The foregoing instrument was sworn to and acknowledged before me by means of () physical presence or () online notarization, this 12 day of May, 2020, by Edwin Henry as President of Henry Business Group, Inc., a Florida corporation, as General Partner for Bell Lane Limited Partnership, a Florida limited partnership, successor by merger with CP of Pace Limited Partnership, a Florida limited partnership, who is personally known to me, who did not take an oath and who executed same on behalf of said entities.

Joni L. Maddrey
Notary Public: Joni L. Maddrey
State of Florida-at-Large
Commission seal/expiration:

Prepared by:
Bell Lane Limited Partnership
c/o 4229 Highway 90 East
Pace, FL 32571



COPY

Exhibit "A" – LEGAL – Woodlands Phase 2A

BEGIN AT THE NORTHEAST CORNER BLOCK "I", WOODLANDS PHASE ONE 2ND ADDITION AS RECORDED IN PLAT BOOK 12 AT PAGE 82, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID WOODLANDS PHASE ONE 2ND ADDITION, FOR A DISTANCE OF 612.20 FEET; THENCE DEPARTING THE NORTH LINE OF SAID WOODLANDS PHASE ONE 2ND ADDITION, GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 185.04 FEET; THENCE GO SOUTH 87 DEGREES 59 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 24.95 FEET; THENCE GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 137.06 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 26; THENCE GO SOUTH 87 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 26, FOR A DISTANCE OF 962.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF COVINGTON WOODS SUBDIVISION, AS RECORDED IN PLAT BOOK 10 AT PAGE 76, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 11 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE SOUTH LINE OF THE AFORESAID COVINGTON WOODS SUBDIVISION, FOR A DISTANCE OF 1275.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 197-A (ALSO KNOWN AS BELL LANE) (100' PUBLIC R/W); THENCE DEPARTING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE SOUTH LINE OF THE AFORESAID COVINGTON WOODS SUBDIVISION, GO SOUTH 02 DEGREES 47 MINUTES 21 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 197-A, FOR A DISTANCE OF 212.08 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 197-A, GO NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 49 SECONDS, FOR AN ARC DISTANCE OF 39.26 FEET (CHORD BEARING: NORTH 42 DEGREES 12 MINUTES 04 SECONDS WEST, CHORD DISTANCE: 35.35 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 87 DEGREES 11 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 1249.13 FEET TO THE WEST LINE OF AFORESAID SECTION 27 ALSO BEING THE EAST LINE OF SECTION 26, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST, FOR A DISTANCE OF 155.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89 DEGREES 09 MINUTES 53 SECONDS, FOR AN ARC DISTANCE OF 38.91 FEET (CORD BEARING: SOUTH 47 DEGREES 25 MINUTES 52 SECONDS WEST, CHORD DISTANCE: 35.10 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 02 DEGREES 50 MINUTES 56 SECONDS WEST, FOR A DISTANCE OF 896.36 FEET TO THE INTERSECTION WITH THE NORTH LINE OF WOODLANDS PHASE ONE AS RECORDED IN PLAT BOOK 12 PAGES 10-13 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID WOODLANDS PHASE ONE, FOR A DISTANCE OF 50.01 FEET; THENCE GO SOUTH 02 DEGREES 50 MINUTES 18 SECONDS WEST ALONG THE NORTH LINE OF SAID WOODLANDS PHASE ONE, FOR A DISTANCE OF 53.49 FEET TO THE INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 52.50 FEET; THENCE GO ALONG THE ARC OF SAID CURVE, BEING THE NORTH LINE OF SAID WOODLANDS PHASE ONE, THROUGH A CENTRAL ANGLE OF 33 DEGREES 57 MINUTES 03 SECONDS, FOR AN ARC DISTANCE OF 31.11 FEET (CHORD BEARING: SOUTH 47 DEGREES 25 MINUTES 33 SECONDS WEST, CHORD DISTANCE: 30.66 FEET); THENCE GO NORTH 87 DEGREES 59 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID WOODLANDS PHASE ONE, FOR A DISTANCE OF 125.49 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID WOODLANDS PHASE ONE 2ND ADDITION; THENCE DEPARTING THE NORTH LINE OF SAID WOODLANDS PHASE ONE, GO NORTH 02 DEGREES 50 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF SAID WOODLANDS PHASE ONE 2ND ADDITION, FOR A DISTANCE OF 860.97 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND BEING SITUATED IN SECTIONS 26 AND 27, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, AND CONTAINS 15.95 ACRES MORE OR LESS.

10.00
17.00
27.00

STATE OF FLORIDA
COUNTY OF SANTA ROSA

AMENDMENT 8 TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WOODLANDS SUBDIVISION

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Woodlands Subdivision ("Declaration") dated May 8th, 2015, was recorded by Bell Lane Limited Partnership, a Florida limited Partnership, successor by merger with CP of Pace Limited Partnership, a Florida limited Partnership in O.R. Book 3433 at Page 1612 of the Public Records of Santa Rosa County, Florida; as amended in O.R. Book 3443 at Page 1335; as amended in O.R. Book 3452 at Page 1922; as amended in O.R. Book 3464, at Page 1387; as further amended in O. R. Book 3739 at Page 1068; as further amended in O.R. Book 3797 at Page 1546, as further amended in O.R. Book 3856 at Page 1592, and in O.R. Book 3983 at Page 1023, all of the Public Records of Santa Rosa County and,

WHEREAS, the Declaration needs to be amended to add the following:

It is therefore agreed, for good and valuable consideration, that the Declaration is hereby amended to add the following particulars and property as shown:

1. **Article I, Definitions Adding Sections 13 and 14 as follows:**

Section 13: "Zero Lot Line Homes": Those single family homes identified and shown on the recorded Plat of Woodlands, Phase 2A, and/or future annexation therein accordingly, as identified by Lots 75 through 99, Block "F", Lots 1 through 9, Block "J" and Lots 50 through 61, Block "L", of the recorded Plat for Woodlands Phase 2A as recorded in Plat Book 13 at Page 25 of the Public Records of Santa Rosa County, Florida.

Section 14: "Overhang and Maintenance Easement" : The developer herein establishes a perpetual 5' overhang and maintenance easement located upon and adjacent to the zero lot line property line. Said easement is for the repair and/or maintenance of the siding, brick, overhead eaves, overhangs, etc, by the property owner abutting said easement and extends one and one-half feet (1 ½ ') past the front and rear corner of the dwelling it serves. No structure, temporary or permanent in nature, and or landscaping items can diminish access to this easement for property/property owner being affected, not to include fencing as addressed in Article IV, Section 12 herein. Furthermore, Property owner's abutting said easement must provide property owner where easement is located, proper notification that the easement needs to be accessed accordingly for the purpose intended herein. See Exhibit "A" attached hereto.

Section 15: Estoppel Fees: A document obtained from a Property's governing homeowners Association or some other entity responsible for the management of the Association records that shows all outstanding fees, fines due, etc., as of a certain date affecting the particular lot/property/unit, etc., in question, which is usually provided on resale property.

Section 16: Administrative Fee: A fee charged for the administration and maintenance of records involving transfer of property rights (usually for resale closings).

fee is usually provided to the HOA, or it's management entity, in order to maintain current records of ownership(s) on each transfer of property to one buyer, etc.

2, **Article IV, Section 12,** is hereby amended as follows:

Section 12: In the Single Family Residential portion of the Woodlands, fences of chain link or wood privacy may be constructed only in the front portion of each lot as herein described. The front lot shall be defined as extending no closer to the front of the home than the furthest forward window, side exit or air-conditioner unit and then perpendicular to the boundary of the side lot lines, and then follow the side lot lines towards the rear of the lot and shall include the rear lot line. No fence or wall may be constructed and no hedge planted nearer to the front

Lot line than the front (as described above) of the residential structure, nor, if a corner lot, nearer to the side street than the side of the residential structure adjacent to the street. This restriction does not apply to any growing hedge that does not exceed three feet in height. Any fences constructed in the Drainage Easement, as shown on the plat, shall not be constructed in any way that would obstruct the flow of water in the easement (See section 23 concerning fence construction in drainage easement). In the "zero lot line homes", the Developer will initially be installing fencing, 6' in height, between the homeowners abutting the "Overhang and Maintenance Easement" and will include one (1) eight foot (8') double gate between the residences (see example attached hereto as Exhibit "A"). This fence/gate will be uniform in placement for this project for aesthetic purposes. It will be the property owner's responsibility for any maintenance and/or repair of said fencing and at any time of said repair/maintenance, the fence/gate cannot be replaced any closer to the front of the home than 70' from back edge of curb at street. Property owners affected by the easement within their property cannot restrict access to said easement, which is strictly used for the purpose of maintenance and/or repair of adjacent siding, brick, easements, etc.

3. **Ratification and Conformation:** Except as amended hereby, and/or as previously amended, all other terms and conditions of the Declaration shall remain in full force and effect and Declarant hereby ratifies and confirms the terms and conditions thereof and hereby considers this revision incorporated.

Except as otherwise amended herein, the Declaration, along with all prior amendments, if any, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Declaration has caused this Seventh (7th) Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodlands Phase One Subdivision to be executed by its duly authorized agent/officer effective this 11 day of Nov 2020.

Signed, Sealed and delivered in the presence of:

Joni L. Maddrey
Printed Name: Joni L. Maddrey

Sharon A. Dosen
Printed Name: Sharon A. Dosen

Bell Lane Limited Partnership,
A Florida limited partnership,
By Henry Business Group, Inc., a
Florida Corporation, as General Partner

By: Edwin Henry
Edwin Henry, Its President

State of Florida
County of Santa Rosa

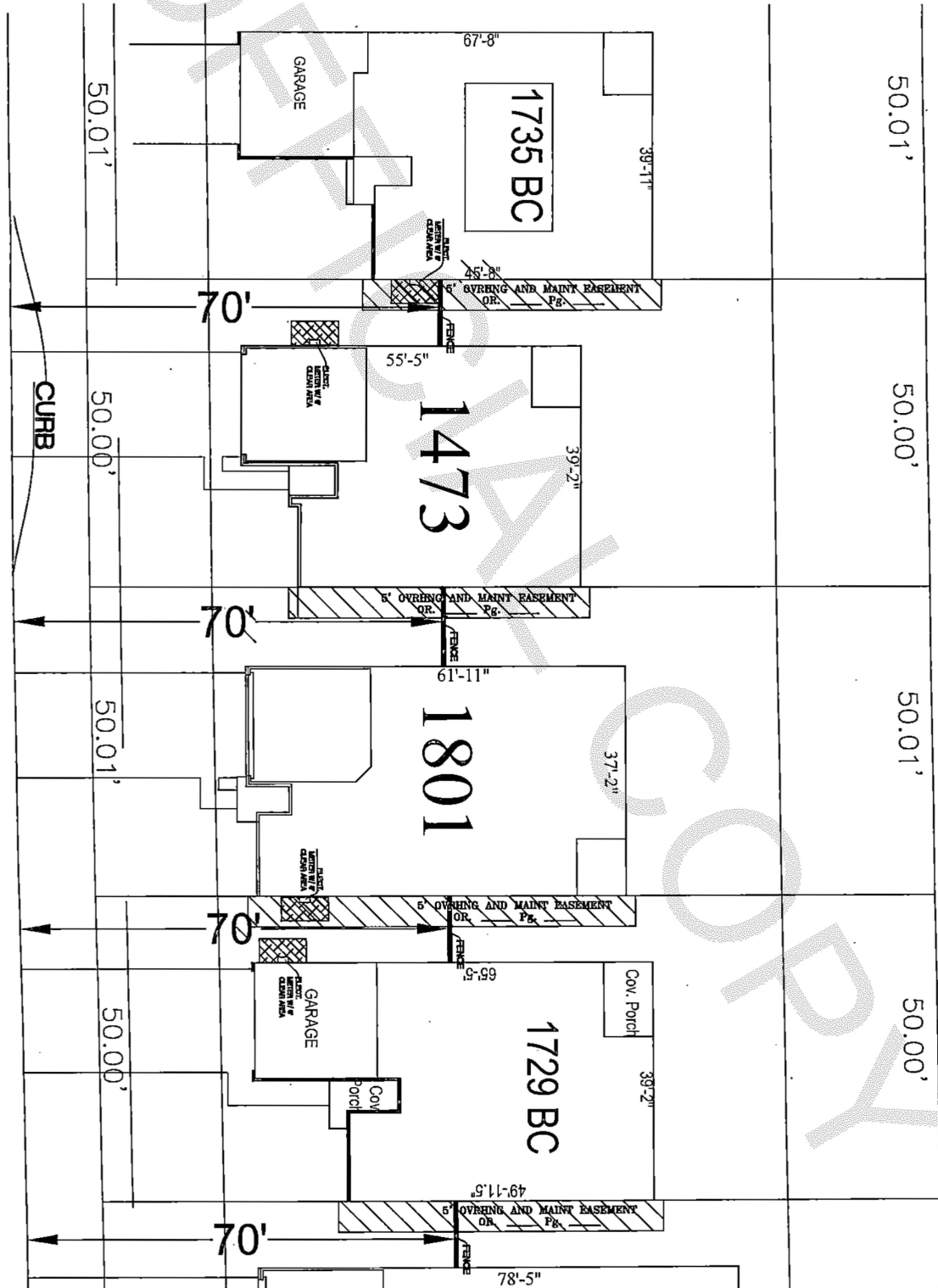
The foregoing instrument was sworn to and acknowledged before me by means of physical presence or online notarization, this 11 day of Nov, 2020, by Edwin Henry as President of Henry Business Group, Inc., a Florida corporation, as General Partner for Bell Lane Limited Partnership, a Florida limited partnership, successor by merger with CP of Pace Limited Partnership, a Florida limited partnership, who is personally known to me, who did not take an oath and who executed same on behalf of said entities.

Joni L. Maddrey
Notary Public: Joni L. Maddrey
State of Florida-at-Large
Commission seal/expiration: 2/5/2021

Prepared by:
Bell Lane Limited Partnership
c/o 4229 Highway 90 East
Pace, FL 32571



Exhibit "A" to Amendment 8



**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
WOODLANDS TOWNHOMES**

Prepared by:
Stephen R. Moorhead, Esquire
Moorhead Law Group
127 Palafox Place, Suite 200
Pensacola, FL 32502
RE-21-2211

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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR WOODLANDS TOWNHOMES**

STATE OF FLORIDA
COUNTY OF SANTA ROSA

This Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Woodlands Townhomes (this "Supplemental Declaration") is made on the date last executed below, by Bell Lane, LLC, a Florida limited liability company f/k/a Bell Lane Limited Partnership, a Florida limited partnership, as declarant ("Declarant").

RECITALS:

WHEREAS, Declarant developed the Woodlands, a subdivision in Santa Rosa County, Florida according to the plat recorded in Plat Book 12 at pages 10-13¹ (the "Woodlands Subdivision");

WHEREAS, Declarant made and recorded that certain Declaration of Covenants, Conditions and Restrictions for Woodlands Subdivision in Official Records Book 3443, Page 1612 (as amended, the "Declaration");

WHEREAS, Declarant developed an additional phase of Woodlands Phase Two-A according to the plat recorded in Plat Book 13 at pages 25-27 (the "Additional Phases");

WHEREAS, the Additional Phase was annexed to the Subdivision and the Declaration by a *Notice of Annexation and Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodlands Subdivision*, recorded contemporaneously with this Supplemental Declaration; therefore, all of the property in the Additional Phases will be burdened by the Declaration; and

WHEREAS, Phase 2A contains townhome lots which are described as follows: Block "S" Lots 1-6; Block "M" Lots 7-13; Block "R" Lots 1-6; Block "Q" Lots 7-12; Block "P" Lots 13-18; Block "O" Lots 19-24; Block "N" Lots 25-32 and as also shown in Exhibit A. The Townhome Lots will be subject to both the Declaration and this Supplemental Declaration;

NOW, THEREFORE, Declarant hereby establishes this Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for the Townhome Lots, which will run with the land and be binding on and inure to the benefit of every Townhome Lot Owner.

**ARTICLE I
DEFINITIONS**

Defined terms in the Declaration will have the same meanings in this Supplemental Declaration. The defined terms in the Declaration are:

¹ All book and page references are to the public records of Santa Rosa.

1.1 "Association" shall mean and refer to Woodlands of Bell Lane Owners Association, Inc., its successors and assigns.

1.2 "Common Areas" shall mean and refer to any and all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Townhome Lot Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot are, the Park areas, the landscape easement, the sign and entrance wall as shown on the Plat plus all other areas shown on the Plat dedicated to the Association.

1.3 "Declarant" shall mean and refer to Bell Lane LLC; a Florida limited partnership, its successors and/or assigns.

1.4 "Lot" means any numbered lot within the Woodlands Subdivision as well as the Additional Phases.

1.5 "Townhome Lot Owner" means the record owner, whether that be one or more persons or entities, of fee simple title to any Lot, or a life estate in any Lot. "Townhome Lot Owner" does not mean a Mortgagee.

1.6 "Plat" shall mean and refer to the plat of the subdivision that is recorded in the public records of Santa Rosa County Florida, as noted in the preamble hereof and the plats of the Additional Phases. The term Plat shall also include any recorded plats of property subsequently added to the terms of this Declaration.

1.7 "Stormwater Management Area" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

1.8 "Subdivision" means Woodlands Subdivision and the Additional Phases.

1.9 "Class A Members" means individual fee simple owners of townhome lots.

1.10 "Class B Members" means the approved builders of the townhomes on a townhome lot.

ARTICLE II SUPPLEMENTAL DEFINITIONS

The following additional definitions apply wherever the capitalized terms appear in this Declaration. Both the singular and the plural version of the defined term shall be deemed to be included. Additional terms also may be defined the first time they appear.

2.1 "Amendments" means Amendment 1 through Amendment 8 and the Notice of Annexation and Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodlands Subdivision.

2.2 "Townhome Assessments" means, collectively, the following charges:

(a) "General Townhome Assessment" means the amount charged to each Townhome Member to meet the Association's annual budgeted expenses.

(b) "Individual Townhome Lot Assessment" means the amount charged to a Townhome Member's individual Lot for any charges particular to that Lot.

(c) "Special Townhome Assessment" means a charge to each Townhome Member for capital improvements or emergency expenses.

2.3 "Governmental Authorities" means the Board of County Commissioners of Santa Rosa County, Florida and its agencies and departments, the State of Florida Department of Environmental Protection, the Northwest Florida Water Management District or any other governmental entity involved in the planning, permitting and development approval process of the Townhome Lots.

2.4 "Townhome Member" means a member of the Association who is a Townhome Lot Owner.

2.5 "Party Roof" means a common roof system that is shared by two or more Townhomes and built over structures on adjoining Townhome Lots.

2.6 "Party Wall" means a common wall separating any Townhomes located on two (2) or more separate Townhome Lots that is constructed, improved, maintained, repaired, and replaced on the boundary line between said two Townhome Lots.

2.7 "Approved Builder" means builders approved by the declarant to build homes in Woodlands Phase 2A.

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

2.9 "Rules and Regulations" means rules and regulations established by the Association pursuant to the Bylaws.

2.10 "Supplemental Declaration" means this Supplemental Declaration of Covenants, Conditions, Restrictions, and Easements for Woodlands Townhomes and all supplements and amendments to this Declaration.

2.11 "Townhome" means any multi-family residential dwelling unit situated upon a Townhome Lot that may share Party Walls and Party Roofs with Townhomes on adjoining Townhome Lots.

2.12 "Townhome Maintenance Expenses" are cost to repair normal wear and tear to a townhome unit. Maintenance Expenses are not repairs that occur due to a hurricane, tornado, lightening or other acts of God. Repairs due to damage by fire is also not a maintenance expense regardless of how it occurs. Maintenance Repairs for all normal wear and tear shall be an expense of the townhome lot owner, except for replacement only of roofing materials due to normal wear and tear shall be paid for by the HOA.

2.13 "Townhome Common Expense" means any and all expenses of the Association (i) associated with the Townhome Common Areas as described in 2.13 and otherwise performing any repair and/or maintenance in accordance with the terms and conditions of Article IV hereof; (iii) in obtaining and maintaining any and all insurance required or otherwise permitted in accordance with Article VI hereof; and (iv) otherwise denominated hereunder as a Townhome Common Expense.

2.14 "Townhome Common Property" means those tracts of land and the improvements thereon that are: (a) deeded to the Association and designated in the deed as Townhome Common Property or (b) the following parcels as depicted on the Plat of the Additional Phases as Private Parcels (Common Areas) "A", "B", "C", "D", "E", "F", "G", "H" and "I", which include the alleys that provide access to the rear garages of each Townhome, regardless of whether title has been conveyed to the Association. "Townhome Common Property" does not mean any area that is dedicated in the Plat to the county or municipal government or other party other than the Association or sold to the Association.

2.15 "Townhome General Assessment" means the amount charged to each Townhome Lot Owner in addition to the General Assessment charged to each Member to meet the Association's annual budgeted expenses pertaining to Townhome Lots and Townhome Common Property.

2.16 "Townhome Lot" means the lots described as: Block "S" Lots 1-6; Block "M" Lots 7-13; Block "R" Lots 1-6; Block "Q" Lots 7-12; Block "P" Lots 13-18; Block "O" Lots 19-24; Block "N" Lots 25-32 and as also shown in the attached Exhibit A.

2.17 "Townhome Lot Owner" means the record owner of a lot as described in Section 2.15, whether that be one or more persons or entities, of fee simple title to any Townhome Lot, or a life estate in any Townhome Lot. "Townhome Lot Owner" does not mean a Mortgagee.

2.18 Class "A" Members shall have one (1) vote per each lot they own for all matters relating to the townhome lots.

2.19 Class "B" Members shall have ten (10) votes per each lot they own for all matter relating to the townhome until the subdivision is turned over to the HOA. At that point, the Class "B" Members shall have only one (1) vote per lot. Class "B" Members shall not be subject or liable to pay any HOA fees or special assessments.

ARTICLE III SUPPLEMENTAL RESTRICTIONS FOR TOWNHOMES

Specific Restrictions. The following restrictions shall apply to the Townhome Lots; however, the Architectural Review Committee (as described in the Declaration) will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions. The Architectural Review Committee may, from time to time, establish additional written guidelines for Woodlands Townhomes.

3.1 Residential Building. Unless approved by the Architectural Review Committee, no building or structure may be erected, placed or permitted to remain on any Townhome Lot other than one, attached single-family dwelling. All Townhome Lots shall be used for single-family residential Townhome purposes only. No building shall be erected, altered, or allowed to remain on any Townhome Lot other than one Townhome per Townhome Lot, which shall not exceed three (3) stories in height with a private garage.

3.2 Subdivision of Townhome Lots. No Townhome Lots shall be subdivided into smaller Lots.

3.3 Building Restriction Lines. No Townhome shall be located nearer to the streets or adjacent Townhome Lots than the applicable building setback requirements as shown on the Plat of the Additional Phases. Waiver of the fixed setback requirements is hereby granted for unintentional violations that do not exceed ten percent (10%) of the setback distance in question. In the event of any controversy between setbacks as shown on the Plat of the Additional Phases or as stated in other covenants, the Plat of the Additional Phases shall have dominance over these covenants. All setbacks and variances shall be in accordance with the Rules and Regulations of these covenants.

3.4 All Townhomes shall be constructed of approved materials including stucco, brick, hardy board, dimensional shingles, vinyl windows, vinyl fascia, vinyl soffit, vinyl porch ceilings, vinyl chimneys, and fiberglass doors, or such other materials as may be approved by the Architectural Review Committee. Roofs shall be of architectural shingles. In no event shall any used building be moved onto any Townhome Lot.

3.5 No Townhome, accessory structure or fence shall be erected or maintained on any Townhome Lot until the building plans and specifications for same and plot plan showing the proposed location of the same have been approved by the Declarant or a representative designated by it. This sub-section shall apply to initial construction and to alterations, changes and additions at any time subsequently made. Party Roofs shall be of asphalt shingles.

3.6 Driveways. All driveways must be concrete or other material approved by the Architectural Review Committee.

3.7 Recreation Facilities. All recreation facilities constructed in the Subdivision are available for the Townhome Lot Owner to use as prescribed by the Declaration. No recreation facilities shall be constructed on any Townhome Lot. Swimming pools, outdoor whirlpools, or other pools are prohibited.

3.8 Garage. Unless otherwise specifically approved by the Architectural Review Committee, no building may be constructed separate and apart from the Townhome. No carports, metal coverings or other "after market" additions shall be allowed to any Townhome.

3.9 Non-Interference with Easements. No structure, planting, or other material may be placed or permitted to remain on a Townhome Lot if it may damage or interfere with the installation and maintenance of any entryway, hedge, planting, tree, grass, fence or other improvement or landscaping located within the Townhome Common Property. Any easement area located on a Townhome Lot and all improvements on an easement area shall be maintained by the Townhome Lot Owner of the Townhome Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In any event, a Townhome Lot Owner may not interfere with the maintenance of an easement area on the Townhome Lot Owner's Townhome Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefiting from the easement or responsible for the maintenance of the easement.

3.10 Air Conditioning Units. No window or through-the-wall air conditioning unit or heater will be permitted on any Townhome Lot.

3.11 Mailboxes. Mailboxes are centralized, in that a centralized mailbox area is part of the Townhome Common Property. No mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted upon any Townhome Lot.

3.12 Antennae, Aerials, and Satellite Dishes. No antennae or aerial may be placed on any Townhome Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed eighteen (18) inches in diameter. Satellite dishes may only be affixed to the rear of a home.

3.13 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a Townhome shall be constructed or maintained on a Townhome Lot.

3.14 Signs. No sign of any kind shall be displayed to general view on any Townhome Lot (whether freestanding, attached to a building, or displayed in a window) except under any of the following circumstances:

(a) Directional or traffic signs and entrance or other identification signs may be installed by or with the consent of the appropriate governmental authority, by Declarant, or by the Architectural Review Committee;

(b) Declarant and Principal Builder may display signs for the sale of Townhome Lots, homes and promotion of the Woodlands Townhomes;

(c) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Townhome Lot by the Townhome Lot Owner or the agent for such Townhome Lot Owner;

(d) A small sign indicating a security company may be displayed near the front door. A sign no larger than six (6) square feet in size, advertising a company may be displayed, but only during the period that the company is working on the property on which the sign is displayed; and

(e) No other signs may be displayed either inside or outside the building of any Townhome Lot except for special occasions such as garage sales or parties and then for a period not to exceed twenty-four (24) hours. Notwithstanding the foregoing or anything in this Declaration to the contrary, the Architectural Review Committee will, subject to the requirements of law, have absolute authority for approval of any signs.

3.15 Fences and Drainage Easements. All fences, hedges, walls or the like constructed upon any Townhome Lot shall comply with all applicable regulations of the relevant Governmental Authorities and be approved by the Architectural Review Committee. All public drainage easements shall remain free of obstructions including but not limited to fences, landscaping, structures, and retaining walls. The drainage easements shall be accessible at all times.

3.16 Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building, is permitted on a Townhome Lot, nor shall any building that is unfinished on the exterior be occupied. This restriction does not apply to any temporary structure maintained for Townhome Lot sale and related purposes as provided in this Section.

3.17 Completion of Construction and Repairs. Other than original new Townhome construction, all construction or improvements of a Townhome Lot and the construction, repair, or remodeling of any improvement must be completed within twelve (12) months after commencement. All waste shall be contained in a dumpster during construction and any debris that becomes scattered shall be picked up immediately by the person or company performing the construction.

3.18 Sales Offices. Notwithstanding anything in this Declaration to the contrary, Declarant and any other parties approved, in writing, by Declarant may construct and maintain sales offices, model homes, and sales trailers, together with a sign or signs relating thereto, on a Townhome Lot or Lots or on any other property within the Woodlands Townhomes until such time as all of the Townhome Lots are sold.

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

3.20 Townhome Lot Drainage. As part of the design process, the Declarant has created a Santa Rosa County, Florida, approved master drainage plan for Woodlands Townhomes, in which case the master drainage plan information may be contained on the recorded Plat of the

Additional Phases and/or the construction plans for the Woodlands Townhomes, a copy of which may be viewed or obtained from the Santa Rosa County Planning and/or Engineering Departments. Each Townhome Lot Owner shall be deemed to know the requirements of any approved master drainage plan and therefore shall comply with the provisions of the approved master drainage plan for Woodlands Townhomes. No elevation or topography changes shall be permitted on any Townhome Lot which materially affects the surface grade or drainage on said Townhome Lot or any adjoining Townhome Lot or property. Easements located on each Townhome Lot shall be accessible for maintenance at all times. All public drainage easements shall remain free of obstructions including but not limited to fences, landscaping, structures, and retaining walls. These easements shall be accessible at all times.

3.21 Each Townhome Lot on which a Townhome is constructed shall have landscaping maintained as established by the Association at the expense of the Association. If Townhome Lot Owner wishes to provide supplemental planting, they may do so, but Townhome Lot Owner shall not remove the original plantings without the approval of the Architectural Review Committee.

3.22 Noxious Vegetation. No Townhome Lot Owner may plant noxious weeds or vegetation on the Townhome Lot Owner's Townhome Lot or on the land lying between the street pavement and the front lot line of Townhome Lot Owner's Townhome Lot.

3.23 Litter, Trash, and Garbage. All litter, trash and garbage shall not be stored anywhere on the premises. All trash shall be placed by the Townhome Lot Owner in the receptacle provided by the Association.

3.24 Nuisances. No Townhome Lot Owner may cause or permit unreasonable noises or odors on the Townhome Lot Owner's Townhome Lot. No Townhome Lot Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Townhome Lot Owners or their guests. Soliciting within the Woodlands Townhomes is strictly prohibited.

3.25 No oil exploration, oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Townhome Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Townhome Lot.

3.26 Parking of Wheeled Vehicles, Boats, and Water Vessels. Cars, trucks, tractors, recreational vehicles, golf carts and trailers (collectively called "Vehicles") must be kept at all times completely inside a garage or on the driveway and are not permitted to be parked elsewhere on a Townhome Lot or on a street within the Woodlands Townhomes. Boats, water vessels, recreational vehicles, motorhomes, travel trailers, trailers, and campers must be kept at all times completely inside the garage or driveway to the garage and are not permitted to be parked on a street or roadway. Private cars or private trucks (exclusive of all other Vehicles) owned by a Townhome Lot Owner and a Townhome Lot Owner's guest including private cars with a Townhome Lot Owner's personal business advertisement displayed on them may be parked in the Townhome Lot Owner's driveway at all times. Additionally, vehicles used by a Townhome Lot Owner for emergency, regulatory, law enforcement, and other public services may be parked in the Townhome Lot Owner's driveway at all times. Commercial vehicles may be parked in a street or driveway when necessary for providing services to a Townhome Lot Owner, or for pickup and

delivery service, but only while undertaking this activity and never overnight. Golf carts, motorcycles and ATVs must be kept completely inside a garage when not in use. Emergency vehicles shall be allowed on any Townhome Lot or Townhome Common Property for lawfully performed emergency, regulatory, law enforcement, and other public services. No Vehicles may be repaired or maintained at any Townhome driveway or anywhere in the Woodlands Townhomes. Vehicles engaged in construction of Townhome Lot improvements or Townhomes on behalf of Declarant or Principal Builder will be permitted within the Woodlands Townhomes for such purposes.

3.27 Storage of commercial transport or delivery vehicles including, but not limited to, tractor trailers and heavy equipment are strictly prohibited. No vehicle of any size which transports inflammatory or explosive cargo may be kept, parked or stored.

3.28 Pets. Up to two "household pets" may be kept at a Townhome Lot. All other pets and animals are strictly forbidden to be kept, bred, or maintained within the Woodlands Townhomes. A "household pet" is a dog, cat, bird, or other common domestic animals approved by the Architectural Review Committee. In no event may any pet, including household pets, be kept, bred, or maintained for any commercial purpose. Each Townhome Lot Owner will be strictly responsible for the behavior of his or her household pets. A Townhome Lot Owner may not permit the household pet to become a nuisance or annoyance to other Townhome Lot Owners. Each Townhome Lot Owner will be responsible to immediately collect and dispose of waste and litter from the Townhome Lot Owner's pets. Pets will be allowed on the Townhome Common Property except in designated areas (if any), provided the pets are on a leash and under the control of the Townhome Lot Owner at all times.

3.29 No Townhome Lot Owner shall permit any thing or condition to exist upon any Townhome Lot, which shall induce, breed, or harbor plant disease or noxious insects.

3.30 No permanent storage building shall be allowed. Temporary, moveable storage buildings designed to temporarily contain furniture for a Townhome lot owner are allowed to be placed in a driveway with approval of the Architectural Review Committee and shall be removed within 48 hours of arrival.

3.31 No exterior storage of any items of any kind shall be permitted. This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, mobile homes, and unmounted pick-up camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition, or appearance shall remain on any Townhome Lot in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use. No burning of any rubbish shall be allowed on any portion of the property. All rubbish and trash shall be placed immediately in the dumpster provided and shall not be stored on the exterior of the Townhome Lot.

3.32 Retention Swales and Private Drainage Easements. Declarants hereby reserve unto the Association a right of entry on and across all retention swales and private drainage easements, if any, for purposes of improving and/or maintaining these areas should it desire to do so (although it is not obligated to do so) with the cost assessed to the affected Townhome Lot Owners as an Individual Townhome Lot Assessment (per Article IV, Section 4.5 herein). Within such areas, no

structure, improvements, or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Townhome Lot Owner which might appear unsightly, destroy or adversely affect the natural buffer or drainage mechanism inherently provided by such areas, or obstruct or interfere with any improvements made by the Association or maintained thereon by the Association. These areas shall be maintained by the Townhome Lot Owners of the Townhome Lots upon which they are located in a natural state, except for those improvements, if any, made by the Association. The Association shall have the authority to formulate the maintenance requirements of the areas to ensure proper drainage and functioning of the areas and shall have the right to impose such requirements upon the Townhome Lot Owners.

3.33 **Flags.** A homeowner may display one portable, removable United States flag or official flag of the State of Florida, in a respectful place and manner as provided by Section 720.3075, Florida Statutes, and one other portable, removable flag as provided by Section 720.304(2)(a), Florida Statutes, in a respectful place and manner, to be no larger than four and one-half feet by six feet. The Architectural Review Committee will, subject to the requirements of law, have absolute authority for approval of any flags.

3.34 **Further Woodlands Townhomes or Replat of Townhome Lots.** All Townhome Lots shall be conveyed as a whole and shall not be subdivided into smaller Townhome Lots. Declarant shall have the right to modify the Plat of the Additional Phases to make adjustments to Townhome Lot boundary lines if the Townhome Lot Owners of the affected Lots consent. Declarant may make other adjustments to the Townhome Lot boundary lines if Townhome Lot Owners are not materially affected or if all Townhome Lot Owners who will be materially affected consent to the modification. Townhome Lot Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if a Townhome Lot Owner does not object in writing to a request for the Townhome Lot Owner's consent. Notwithstanding the foregoing, Declarant also may replat a Townhome Lot or Lots to Townhome Common Property, whereupon such replatted Townhome Lot or Lots will no longer be deemed a "Lot." Declarant also may establish additional easements on a Townhome Lot or Lots Declarant or Principal Builder owns without the consent of the other Townhome Lot Owners.

3.35 **Conversion of Townhome Lots to Other Uses.** Notwithstanding anything herein to the contrary, Declarant reserves the right to: (a) use any Townhome Lot owned by it for the purpose of ingress and egress to any adjoining property; (b) cause any Townhome Lot owned by it to be platted as a right of way; (c) impose additional easements on any Townhome Lot owned by Declarant; and (d) convert all or a portion of any Townhome Lot owned by it to Townhome Common Property.

ARTICLE IV TOWNHOME COMMON PROPERTY

The Association will own and maintain the Townhome Common Property for the benefit of all Members and, when necessary, improve, convey, or lease the Townhome Common Property.

4.1 **Title to Townhome Common Property.**

(a) Ownership. The Townhome Common Property will be owned by the Association for the benefit of all Townhome Lot Owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Townhome Common Property. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

4.2 Obligation of Association to Take Title to Townhome Common Property and Permits.

(a) Obligation to Take Title. The Declarant shall convey or cause to be conveyed title in the Townhome Common Property to the Association, in one or more conveyances and at such time as in its sole discretion it deems appropriate. The Association shall accept such title and shall not have the right to decline the conveyance. Delivery of the deed of conveyance to the Association shall be conclusively presumed upon recording the deed. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for ingress, egress, drainage, and public utilities in favor of any Governmental Authorities or private parties as deemed appropriate by the Declarant. Upon recordation of any deed or deeds conveying Townhome Common Property to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by the Declarant.

(b) Obligation to Accept and Comply with Permits. The Declarant may have obtained land development, construction, and other permits from applicable Governmental Authorities and third parties that were necessary to develop and improve the Townhome Lots. Permits of this nature include, but are not limited to, permits for stormwater management, water wells, conservation operations, landscaping, maintenance and other matters, and may have been issued by the Governmental Authorities or other permitting agencies. The Declarant shall have the absolute right to transfer the permits to any person or entity or the Association, as applicable, at the appropriate time, and, if to the Association, the Association is obligated to accept the transfer and comply with the permits thereafter.

4.3 Maintenance; Management; Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, and improvement of the Townhome Common Property and must keep the same attractive, clean, and in good repair in accordance with the Declaration and applicable governmental regulations. The costs for such maintenance are to be included within the Townhome General Assessment.

4.4 Capital Improvements. The Association may make capital improvements to the Townhome Common Property and may modify the use of the Townhome Common Property.

4.5 Damage or Destruction of Townhome Common Property by Townhome Lot Owner. If any Townhome Lot Owner or any guest, tenant, licensee, agent, employee, family member, or pet of a Townhome Lot Owner damages any of the Townhome Common Property as a result of negligence or misuse, the Townhome Lot Owner hereby authorizes the Association to

repair the damage. The cost of repair will be the responsibility of the Townhome Lot Owner and will become an Individual Townhome Lot Assessment payable by the responsible Townhome Lot Owner.

4.6 Compliance with Laws. Townhome Lots and the Townhome Common Property may be used and must be maintained in accordance with all applicable law, ordinances, and regulations including, without limitation, all regulations and requirements of the Governmental Authorities.

4.7 Stormwater Management System. Santa Rosa County shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices that allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by Governmental Authorities.

4.8 Townhome Lot Owners' Easement of Enjoyment of the Townhome Common Property. Every Townhome Lot Owner will have a right and easement of enjoyment in and to the Townhome Common Property, subject to the restrictions imposed in this Declaration, the Plat of the Additional Phases, any conservation easements encumbering the Townhome Common Property, and Rules and Regulations. This easement will be appurtenant to and shall pass with title to every Townhome Lot. Any Townhome Lot Owner, subject to the provisions of this Declaration, the Articles and the Bylaws, may delegate the Townhome Lot Owner's right to enjoyment of the Townhome Common Property to the Townhome Lot Owner's family, tenants, and guests. The Board may suspend the right of any Townhome Lot Owner, Townhome Lot Owner's tenant, guest, or invitee, to use the Townhome Common Property and facilities for the failure of the Townhome Lot Owner, Townhome Lot Owner's tenant, occupant, licensee, guest or invitee to comply with any provision of the Declaration, Bylaws, or Rules and Regulations.

4.9 Easements in Favor of Declarant and Association. Declarant reserves for itself, its successors and assigns, the Association, and Governmental Authorities, the following perpetual easements:

(a) Utilities. Easements, for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, upon all property subject to public utility easements as shown on the Plat of the Additional Phases; across, over, through and under the Townhome Common Property.

(b) Stormwater. Easements on each Townhome Lot for ingress, egress, installation, replacement, repair, and maintenance of the private drainage easements, if any.

(c) Police Powers; Security. A blanket easement throughout the Townhome Lots for police powers and services supplied by the local, state, and federal governments.

(d) Townhome Lot Maintenance Easement. If a Townhome Lot Owner fails to maintain the exterior of his or her Townhome Lot after ten (10) days prior written notice, the Association shall have an easement, and the authority and right to go onto said Townhome Lots for the purpose of mowing and cleaning said Townhome Lot and shall have the authority and right to assess and collect from the Townhome Lot Owner the costs of such maintenance as an Individual

Townhome Lot Assessment.

(e) Access to Townhome Common Property during Construction. The Principal Builder shall have a license to go upon and make such use of any portions of the Townhome Common Property that are reasonably necessary in connection with the Principal Builder's construction of a Townhome or a Townhome building on a Townhome Lot or Lots that are adjacent to such Townhome Common Property. The Principal Builder shall be responsible for and repair any damage caused to the Townhome Common Property by such Principal Builder, its subcontractors, employees, agents, and material suppliers.

**ARTICLE V
SUPPLEMENTAL COVENANTS TO PAY ASSESSMENTS**

Certain of the Association's costs are attributable to the Townhome Lots and Townhome Common Property specifically and not in general with other Lots. These supplemental covenants to pay additional assessments are to pay such costs. As with the Assessments, these supplemental assessments are mandatory and are secured both by a lien on the Townhome Lots and the Townhome Member's personal obligation.

5.1 Obligations for Townhome Assessments. Declarant covenants for each Townhome Lot upon which a completed home has been constructed, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Townhome Lot Owner of any Townhome Lot is deemed to covenant and agree to pay to the Association the additional assessments including:

- (a) Townhome General Assessments;
- (b) Townhome Special Assessments; and
- (c) Individual Townhome Lot Assessments.

5.2 Equitable Division of Assessments. The Townhome General Assessment and Townhome Special Assessments shall be assessed among all Townhome Lots equally, except that Exempt Lots will not be subject to such assessment. The Townhome General Assessment will be assessed on Townhome Lots at the rate established by the Board.

5.3 Class A. Class A Members are all Owners of Townhome lots other than Declarant, while Declarant is a Class B Member. Class A Members will be entitled to one (1) vote for each Townhome lot owned.

5.4 Class B. The Class B Member is Declarant, who shall be entitled to ten (10) votes in all matters for each Townhome Lot owned by the Class B Member or its affiliates. Declarant may assign its Class B Membership. The Class B Membership will end and be converted to Class A Membership three (3) months after turnover. Class B members are not subject to pay HOA fees or special assessments until such time as the Class B members cease to exist.

5.3 Townhome General Assessment.

(a) Establishment by Board. The Board will set the date or dates the Townhome General Assessment will be due, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

(b) All of Declarant's Townhome Lots shall be exempt forever to the extent allowed by Florida law.

(c) Late Fee and Interest. The Board may impose a reasonable late fee. Additionally, interest will accrue at the highest lawful rate on delinquent payments

5.4 Townhome Special Assessment. In addition to the Townhome General Assessment, the Board may levy, in any fiscal year, a Townhome Special Assessment, which applies to the Townhome Lots or Townhome Common Property exclusively, applicable as follows:

(a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Townhome Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

(c) Exemption. Exempt Lots will not be subject to Townhome Special Assessments, nor will an Exempt Lot be subject to payment of any Townhome Special Assessment or any portion thereof declared or assessed while such Townhome Lot was an Exempt Lot even if payments for such Townhome Special Assessments are made in installments becoming due subsequent to the time such Townhome Lot no longer is considered an Exempt Lot. [For example, if a Townhome Special Assessment is declared on January 1 while Townhome Lot 7 is an Exempt Lot, but the payment of the Townhome Special Assessment is not required until March of the same year, then even if Townhome Lot 7 is not an Exempt Lot as of February of such year, Townhome Lot 7 still will be considered exempt from such Townhome Special Assessment.]

5.5 Individual Townhome Lot Assessments. The Association may levy at any time an Individual Townhome Lot Assessment against a particular Townhome Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Townhome Lot Assessment. An Individual Townhome Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

5.6 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fees, interest, and costs of collection when delinquent, including reasonable attorneys' fees (pre-suit or post-suit) whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Townhome Lot Owner of the Townhome Lot at the time the Assessment Charge was levied, and of each subsequent Townhome Lot Owner. No

Townhome Lot Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Townhome Lot.

(b) **Creation of Lien.** The Assessment Charge also shall be a continuing lien on the Townhome Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of Article V, Section 5.6(d).

(c) **Lawsuit for Payment; Foreclosure of Lien.** The Association may bring an action at law against the Townhome Lot Owner personally obligated to pay the Assessment Charge or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both, as provided in Section 720.3085, Florida Statutes. The Association, acting on behalf of the Townhome Lot Owners, shall have the power to bid for an interest in any Townhome Lot foreclosed at such foreclosure sale to acquire, hold, lease, mortgage, and convey the Townhome Lot.

(d) **Subordination of the Lien to Mortgages.** The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Townhome Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer. The transferees of such Townhome Lot shall be liable for any Assessments coming due after the sale or transfer.

(e) **Other Remedies.** Subject to applicable law and as set forth in Article X, the Association may assess fines and suspend the use of Townhome Common Property and facilities, and voting rights of any Member, Townhome Lot Owner, or any Member or Townhome Lot Owner's occupant, tenant, guest, licensee, or invitee for any period for failure to comply with any provision of the governing documents, or during which any Assessments against the Townhome Lot Owner's Townhome Lot remain unpaid.

5.7 **Certificate of Payment.** The treasurer of the Association or the manager of the Association, upon request of any Townhome Lot Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Townhome Lot Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of Assessments through the date of the certificate.

ARTICLE VI ASSOCIATION INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Townhome Lot Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

6.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

6.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate for the Townhome Common Property. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at a reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Townhome Common Property.

6.3 Public Liability. The Board shall obtain public liability insurance, in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Townhome Common Property. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of a Townhome Lot Owner because of negligent acts of the Association, the Board, or other Townhome Lot Owners. Such insurance must always name Declarant as an additional insured until fifty (50) years after the date of this Declaration.

6.4 Association Management. Unless waived annually by a majority of the voting interests present at a properly called Association meeting, the Association is required to maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association in an amount to cover the maximum funds that will be in the custody of the Association or its management at any one time. The term "persons who control or disburse funds of the Association" shall include, but not be limited to, all individuals authorized to sign checks on behalf of the Association, the Association's President, Secretary, Treasurer and the Association's Manager. The cost of such insurance shall be included as a common expense of the Association.

6.5 Director's Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

6.6 Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

6.7 Indemnity of Declarant. In consideration of Declarant conveying the Townhome Common Property to the Association, the Association and each Townhome Lot Owner releases, indemnifies, and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Townhome Common Property and shall defend Declarant against all claims of any third party. Such indemnity includes any attorneys' fees and costs incurred by Declarant at trial and on appeal.

6.8 Attorney Fees. In the event of any litigation arising out of this Declaration, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorney's fees at all trial and appellate levels and post-judgment proceedings.

**ARTICLE VII
TOWNHOME LOT OWNER'S INSURANCE**

7.1 Casualty Insurance. By virtue of taking title to a Townhome Lot subject to the terms of this Declaration, each Townhome Lot Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Townhome Lots. Each Townhome Lot Owner shall, at her or his own expense, provide casualty insurance in an amount equal to the maximum insurable replacement value of all improvements located on her or his Townhome Lot, such coverage to afford protection against loss or damage by fire, hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Townhome on each Townhome Lot Owner's Townhome Lot, including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Townhome Lot Owner shall furnish proof of insurance to the Association, which shall include the Association as a named insured on the policy at the time of purchase of a Townhome Lot and shall furnish proof of renewal to the Association of such insurance on the anniversary date thereof. Failure to provide proof to the association at every insurance renewal date that the association has been included as a named insured shall constitute a default on the lot owner of these covenants. In addition, any Townhome Lot Owner owning or keeping a pet on a Townhome Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured. All insurance obtained by the Townhome Lot Owner of each Townhome Lot shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Townhome Lot Owners, the Association or the Declarant, and their respective servants, agents, employees and guests. Each Townhome Lot Owner shall hold the Declarant, Association, Principal Builders, Architectural Review Committee and their directors, officers, and any agents harmless for any noncompliance of this Section.

7.2 Repair and Reconstruction after Fire or Other Casualty. In the event that a Townhome or other improvement is damaged or destroyed by casualty loss or other loss, then the Townhome Lot Owner thereof shall commence to rebuild or repair the damaged Townhome or improvement in accordance with this Declaration within six (6) months of the date of the loss. The insurance company shall make the checks for the proceeds out to the Association and the Townhome Lot Owner. The Townhome Lot Owner shall be obligated to use the proceeds to repair the Townhome, and insurance proceeds shall be used for no other purpose. As to any such reconstruction of a damaged or destroyed Townhome or improvements, the same shall only be replaced in a manner that will resemble the exterior improvements prior to the damage or destruction and as approved by the Board or the Architectural Review Committee. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Townhome Lot Owner of such damaged or destroyed Townhome shall not perform any activities that would negate such coverage or impair the availability of such coverage.

**ARTICLE VIII
TOWNHOME SPECIFICS**

8.1 Party Walls and Party Roofs. Except as provided in this Declaration, all general laws and rules regarding Party Walls and Party Roofs and any liability for any property damage due to negligence or willful acts or omissions shall apply.

8.2 Easement for use of Party Walls and Party Roofs. Each Townhome Lot Owner is hereby granted an easement for the existence of the Party Wall and for the Party Roof shared by two Townhome Lots to the extent either the Party Wall or Party Roof encroaches on the adjoining Townhome Lot, whether encroachment exists as a result of initial construction, reconstruction or natural settling or shifting.

8.3 Easement for Encroachment. There shall be (a) reciprocal perpetual easements of encroachment between each adjacent Townhome Lot, and (b) perpetual easements of encroachment over and across any adjacent Townhome Common Property, for purposes of allowing for the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part of the common boundary along a line perpendicular of such boundary at such point.

8.4 Easement for Lateral Support. There shall be reciprocal perpetual easements of lateral support between each adjacent Townhome Lot upon the structural components, including the Party Walls for lateral support of each Townhome Lot. No Townhome Lot Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Townhome.

8.5 Repair and Maintenance of a Party Wall. When the need arises for repair or other maintenance of any part of a Party Wall as originally built or as later extended, the cost of such repair shall be divided equally between the Townhome Lot Owners of the Townhome Lots on which the Party Wall is located as to parts of the Party Wall then being used by both parties; as to any remaining portion, the entire cost shall be borne by the party using that portion. Any Owner who shall cause a Party Wall to be exposed to the elements shall be solely responsible for any damages to adjoining improvements.

8.6 Maintenance of a Party Roof. Pursuant to section 2.12, when the need arises for replacement or other maintenance of any part or all of a Party Roof due to normal wear and tear, the Association shall perform (or cause to be performed) such repair, and the cost of such repair shall be a Townhome Common Maintenance Expense. No Townhome Lot Owner may cause any such maintenance to be so performed; provided, however, that in the event of any material damage to a Party Roof that may result in water or other elements penetrating the Party Roof and damaging a Townhome, a Townhome Lot Owner shall have the right to make any emergency repairs such Townhome Lot Owner deems necessary to protect his or her Townhome from damage; provided, however, that in the event a Townhome Lot Owner exercises such right, he or she shall immediately notify the Association of such repairs.

8.7 Common Fences. Any common fences constructed on the property line between Townhome Lots shall be treated in the same manner as a Party Wall for maintenance and repair purposes. Any party by negligence or willful act that causes a shared fence or roof to be exposed to elements, infestations or other injurious activity, shall bear the entire cost of furnishing

necessary treatments, protections or repairs resulting from damage.

8.8 **Lawn Maintenance.** The Association shall perform all lawn maintenance on the Townhome Lots and Townhome Common Property, and the cost thereof shall be a Townhome Common Expense.

8.9 **Townhome Lot Owner Maintenance of Townhome Windows and Doors.** Each Townhome Lot Owner shall at all times maintain the windows and doors on the Townhome Lot Owner's Townhome Lot. Such maintenance includes repainting of windows and doors of the Townhomes, where applicable.

8.10 **Replacement of Windows, Doors, and Balconies.** Townhome Lot Owners may not replace any exterior door or window without first obtaining the prior written approval of the Association as to the specific type of window or door to be used for such replacement. If applicable, each Townhome Lot Owner shall maintain any balcony or terrace appurtenant to such Townhome Lot Owner's Townhome, including but not limited to the flooring of such balcony or terrace. The Townhome Lot Owners shall not allow any flooring of any balcony or terrace to be punctured.

8.11 **Association Maintenance of Exteriors.** The Association shall maintain the exterior walls, excluding windows and doors, of Townhomes and shall repaint, when necessary, each Townhome, and the cost thereof shall be a Townhome Common Expense. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting shall be required for all Townhomes. The Association may enter into a contract for painting of all Townhomes and charge each Townhome Lot Owner its equal share of the cost thereof as a Townhome Special Assessment. The Association shall provide the Townhome Lot Owners at least 30 days' written notice prior to the work being commenced.

8.12 **Association Maintenance of Retaining Walls and Perimeter Fences.** Retaining walls and perimeter fences within the Woodlands Townhomes that were originally installed by the Declarant, the Principal Builder, or the Association shall be maintained by the Association for the benefit of all Townhome Lot Owners.

8.13 **Termite Bonds.** The Association shall obtain termite bonds on each Townhome and shall perform any repairs and treatments necessary to maintain and renew such bonds. The cost and expenses associated with maintaining termite bonds shall be a Townhome Common Expense.

ARTICLE IX ENFORCEMENT

This Article provides for the enforcement of the covenants, conditions and restrictions contained in the Declaration and the procedure for enforcement and imposition of fines, suspensions and other remedies.

9.1 **Release from Minor Violations.** Declarant and the Architectural Review Committee or either of them shall have the right, by written instrument, at any time to release a Townhome Lot from minor violations of this Declaration or the Plat of the Additional Phases

including, without limitation: (a) encroachments into easements; (b) encroachments over building restriction lines; and (c) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least ninety-five percent (95%) of the required minimum. Notwithstanding the foregoing, only Santa Rosa County can release a Townhome Lot from violations of an ordinance or an encroachment of an easement in favor of Santa Rosa County.

9.2 Enforcement. In addition to the enforcement provisions set forth in Article III, Section 2.6, the covenants and restrictions contained in this Declaration may be enforced by Declarant, the Association, any Townhome Lot 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 Governmental Authorities will have the right to enforce, by proceedings at law or in equity, the provisions contained in the Declaration that relate to the maintenance, operation, and repair of the Stormwater Management 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 THIS DECLARATION OR AMENDMENTS.

9.3 Member Fines and Suspensions. In compliance with Section 720.305(2), Florida Statutes, the Board may levy reasonable fines or suspensions.

(a) Fines. Up to \$100.00 per violation against any Member, Townhome Lot Owner, or any Member's or Townhome Lot Owner's occupant, tenant, guest, licensee, or invitee for the failure to comply with any provision of the Declaration, Bylaws, or Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Townhome Lot, however, an aggregate fine of \$1,000.00 or more may be converted into a lien against the Townhome Lot by recordation. Any such lien is effective upon recording, but relates back to and has priority as of the date of the recording of this Declaration and is subject to the subordination provisions of Article V, Section 5.6(d). In any action to recover a fine or foreclose a lien, the prevailing party is entitled to reasonable attorneys' fees and costs from the non-prevailing party as determined by the court.

(b) Suspensions. In addition, the Board may suspend the right of any Member, Townhome Lot Owner, or any Member's or Townhome Lot Owner's occupant, tenant, guest, licensee, or invitee, to use the Townhome Common Property and facilities for the failure to comply with any provision of the Declaration, Bylaws, or Rules and Regulations. Any suspension does not apply to: any portion of Townhome Common Property used to provide access or utility services to the Townhome Lot; or vehicular and pedestrian ingress to and egress from the parcel including, but limited to, the right to park.

(c) Fines and Suspensions Committee.

i. The Board shall appoint a Fines and Suspensions Committee (the "Committee") of no less than three Members.

ii. A fine or suspension may not be imposed by the Board without a minimum of fourteen (14) days' notice to the Townhome Lot Owner(s) and Member(s) and if applicable, occupant, tenant, guest, licensee or invitee and an opportunity to be heard before the Committee. To ensure all Members or other persons against whom a fine or suspension is levied by the Board are equally afforded an opportunity to be heard, the Committee will hear all fines and suspensions of the right to use Townhome Common Property and facilities levied by the Board.

iii. The Committee's role shall be limited to confirmation or rejection of a fine or suspension levied by the Board. A fine or suspension must be confirmed by a majority vote of the Committee prior to imposition by the Board. If a fine or suspension is not approved by majority vote of the Committee, the fine or suspension shall not be imposed.

9.4 Board Procedure for Imposition of Fines, Suspensions of the Use of Townhome Common Property and Facilities and the Suspension of Voting Rights.

(a) If confirmed by the Committee, the Board's proposed fine or suspension of the right to use Townhome Common Property and facilities is imposed without further Board action. If imposed, the Association must provide written notice of the fine or suspension by U.S. Mail or hand delivery to the Member, Townhome Lot Owner and, if applicable, occupant, tenant, guest, licensee or invitee. Payment for any fine imposed is due on or before five (5) days from the date of the Committee meeting at which the fine was approved. Any suspension is effective on the date of the written notice.

(b) If a Member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Board may suspend the rights of the Member, Townhome Lot Owner, or any Member or Townhome Lot Owner's occupant, tenant, guest, licensee, or invitee to use Townhome Common Property and facilities until the fee, fine or other monetary obligation is paid in full. This suspension does not apply to that portion of Townhome Common Property used to provide access or utility services to the Townhome Lot. A suspension may not prohibit a Member, Townhome Lot Owner, occupant, tenant, guest or invitee from having vehicular and pedestrian ingress and egress from the Townhome Lot including, but not limited to, the right to park. The notice and hearing requirements in Article XII, Section 3.1, above, do not apply to a suspension under this provision. The suspension must be approved at a properly noticed meeting of the Board. Upon approval, the Board must notify the Member, Townhome Lot Owner, and any Member's or Townhome Lot Owner's occupant, tenant, guest, licensee, or invitee by U.S. Mail or hand delivery.

(c) The Board may also suspend the voting rights of a Class A Member or Townhome Lot Owner for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Townhome Lot, Member or Townhome Lot Owner which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total

percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action by this Declaration. The notice and hearing requirements in Article XII, Section 3.1, above, do not apply to a suspension under this provision. The suspension imposed under this provision shall terminate upon full payment of the delinquent monetary obligation due or overdue to the Association. The suspension must be approved at a properly noticed meeting of the Board. Upon approval, the Board must notify the Member or Townhome Lot Owner by U.S. Mail or hand delivery.

9.5 Townhome Lot Owner's Failure to Maintain Townhome Lot. If a Townhome Lot Owner shall fail to maintain his or her Townhome Lot, Townhome, Party Wall, or Party Roof or any improvements located thereon in compliance with the covenants and restrictions contained in this Declaration and all other governing documents, the Association shall have the right and may, through its agents, employees, and contractors, enter into or upon said Townhome Lot and repair, maintain, and restore the Townhome Lot, Townhome, Party Wall, or Party Roof and/or the exterior portions of any building or improvement located on the Townhome Lot that are the responsibility of the Townhome Lot Owner. The cost of such repair, maintenance, or restoration, together with a reasonable administrative charge shall be charged against the Townhome Lot as an Individual Townhome Lot Assessment. Before the Association may enter into or upon said Townhome Lot, a written notice shall be mailed to the Townhome Lot Owner at the address for the Townhome Lot Owner on record with the Association informing the Townhome Lot Owner of the Townhome Lot violation(s). If the Owner fails to correct the Townhome Lot violation(s) within thirty (30) days from the receipt of the notice, the Association may immediately enter onto or upon said Lot in order to repair, maintain, or restore the Townhome Lot. The thirty (30) day notice requirement contained in this Section is waived in the event of an emergency.

9.6 Tenant Violations. In addition to the remedies provided above, in the event the Association determines that a tenant is in violation of the Declaration or the Rules and Regulations, the Association shall notify the Townhome Lot Owner and the tenant of the violation and afford the tenant and the Townhome Lot Owner an opportunity for a hearing. If the violation continues for fifteen (15) days, the Association shall have the right to evict the tenant. Each Townhome Lot Owner by acceptance of a deed for a Townhome Lot hereby irrevocably appoints the Association as its attorney in fact and agent in such an eviction action. All costs related to such action shall be the responsibility of the Townhome Lot Owner and shall constitute an Individual Townhome Lot Assessment.

ARTICLE X GENERAL PROVISIONS

This Article sets forth rules of interpreting the Declaration and amending the Declaration.

10.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Townhome Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

10.2 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.

10.3 Notices. Notices shall be given as to Townhome Lot Owners by posting at the Townhome Lot Owner's dwelling or vacant Townhome Lot or mailing first-class postage prepaid to the Townhome Lot Owner's address maintained by the Association, or by posting a notice applicable to all Townhome Lot Owners at the Townhome Common Property, and as to Declarant, by sending certified mail to the corporate address of Declarant filed with the Florida Secretary of State.

10.4 Amendment.

(a) Subject to the provisions of Article VIII, Section 5, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Townhome Lots, to amend this Declaration without the consent or joinder of any party to: (i) conform to the requirements of Governmental Authorities, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

(b) Subject to the provisions of Article VIII, Section 5 and applicable law, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, as long as said amendment is made in good faith and is not arbitrary or capricious, does not destroy the general plan of the development, does not prejudice the rights of the Members to enjoy the benefits of Townhome Common Property, does not materially shift the economic burdens from the Declarant to the Members and no Townhome Lot Owner's right to the use and enjoyment of the Townhome Lot Owner's Townhome Lot is materially altered.

(c) Subject to the provisions of Article VIII, Section 5 and applicable law, this Declaration may be amended by consent of Townhome Lot Owners of fifty percent (50%) or more of the Townhome Lots as evidenced by recording an instrument executed by said Townhome Lot Owners in the Public Records, provided that no such amendment will be effective without the consent of Declarant, or its assigns, until Declarant and its affiliates own no Townhome Lots within Woodlands Townhomes. Within thirty (30) days of the recording of an amendment in the Public Records, the Association shall provide copies of the Amendment to all of the Members.

(d) Declarant, without the consent of any party, may bring within the scheme of this Declaration additional land by supplemental declaration in accordance with the procedures set forth in Article II, Section 2.2.

(e) Any amendment to the Declaration that would alter the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the Northwest Florida Water Management District or other applicable Governmental Authorities.

10.5 **Mortgagee's Consent to Amendments.** This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Townhome Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on thirty percent (30%) or more of the Townhome Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within thirty (30) days after the request is received. If a Mortgagee does not respond within sixty (60) days after the date of mailing of the written notice, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This Section shall not apply or be construed as a limitation on those rights of Declarant, the Association, or the Townhome Lot Owners to make amendments that do not adversely affect the Mortgagees.

10.6 **Captions and Statement of Purpose.** Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

10.7 **Gender and Plural Terms.** Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neutral form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

10.8 **Severability; Amendments to Laws.** If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Declarant or increasing the liabilities of or duties imposed on Declarant will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

10.9 **Duration and Renewal.** This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein including, without limitation, the provisions for assessment of Townhome Lots, shall run with and bind all of the Townhome Lots and inure to the benefit of Declarant, the Townhome Lot Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of ninety (90) years from the date hereof,

after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year before the termination of the 90-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by a majority of all Townhome Lot Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the 90-year term or the 10-year extension during which such instrument was recorded, as the case may be.

10.10 Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws or provisions. Venue in any proceeding involving this Declaration will be in Santa Rosa County, Florida.

10.11 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 WOODLANDS TOWNHOMES, 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 THEREFROM ARE HEREBY DISCLAIMED. THIS ARTICLE XIII, SECTION 11 SHALL NOT BE AMENDED.

10.12 EACH TOWNHOME LOT OWNER HEREBY ACKNOWLEDGES THAT THEY HAVE RECEIVED THE WARNING THAT SWIMMING IN OR IN ANY WAY ENTERING THE RETENTION PONDS WITHIN WOODLANDS TOWNHOMES IS STRICTLY PROHIBITED, AND TOWNHOME LOT OWNER EXPRESSLY ASSUMES ALL RISK OF SUCH ACTIVITIES FOR THEMSELVES, THEIR GUESTS AND THEIR INVITEES, AND WILL HOLD ASSOCIATION AND DECLARANT HARMLESS FOR LIABILITY ARISING FROM THE RETENTION PONDS WITHIN WOODLANDS TOWNHOMES OR OTHERWISE USED IN CONNECTION WITH WOODLANDS TOWNHOMES.

(end of text – signature pages to follow)


IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Witnesses:


Print Name: Sarah McNeaton

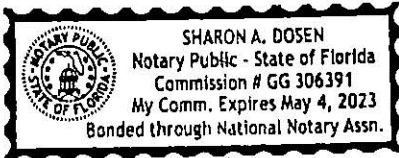
Print Name: _____

Bell Lane, LLC, a Florida limited liability company



By: Edwin A. Henry
Its: Member/Manager

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization on this 6th day of December, 2021, by Edwin A. Henry as member/manager of Bell Lane, LLC, a Florida limited liability company, who is personally known to me or has produced _____, as identification.



(SEAL)


SIGNATURE OF NOTARY

Sharon A. Dosen
NAME LEGIBLY PRINTED,

TYPEWRITTEN OR STAMPED

My Commission Expires: 5-4-2023

Prepared By:

Joni MAORCI
4229 Highway 90
Pace FL 32571

BY-LAWS
OF
WOODLANDS OF BELL LANE OWNERS ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION

The name of the corporation is WOODLANDS OF BELL LANE OWNERS ASSOCIATION, INC, hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 4229 Highway 90, Pace, FL, but meetings of members and directors shall be held at any place within Santa Rosa County, Florida as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

SECTION 1. "Association" shall mean and refer to WOODLANDS OF BELL LANE OWNERS ASSOCIATION, INC., A Florida Corporation not for profit, its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall refer to any property owned or acquired by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any residential building site in the subdivision. Where a party wall is involved, the Lot shall be bounded by the centerline of said party wall.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 6. "Declarant" shall mean and refer to Bell Lane Limited Partnership, a Florida Limited Partnership, its successors and assigns.

SECTION 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in Official Records of the Public Records in Santa Rosa County, Florida.

SECTION 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of issuance of the first Certificate of Occupancy by the Santa Rosa County Building Inspection Department for the benefit of any Member of the Association, and each subsequent regular annual meeting of the members shall be held in approximately the same week of the same month of each year thereafter at a time designated by the Board of Directors.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each

member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplies by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any actions except as otherwise provided in the Articles of Incorporation, The Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No person shall hold more than three (3) proxies.

ARTICLE IV. BOARD OF DIRECTORS
SELECTION; TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a board of no less than three (3) and no more than nine (9) directors, who need not be members of the Association.

SECTION 2. Term of Office. At the first annual meeting the members shall elect no less than three (3) directors and no more than nine (9) directors. The members may prescribe terms of one, two, or three years for various directors in order to stagger terms of office.

SECTION 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. NOMINATION AND
ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as

many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETING OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such a place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The President may waive the necessity for any meeting upon determination that there is not business to come before it.

SECTION 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and the establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration. These duties shall include the authority to sell, convey and mortgage real property;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, security personnel, or such other employees as they deem necessary and to prescribe their duties.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting when statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not being paid within in thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue; or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Pay all taxes imposed upon the common area;

(g) Cause the Common Area to be maintained.

ARTICLE VII. OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be President and Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time to time be resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his successor is elected unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officers may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more then one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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.

ARTICLE XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: " Woodlands Owners Association, Inc., a corporation not for profit."

ARTICLE XIII. AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

SECTION 2. In case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV. MISCELLANEOUS

SECTION 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

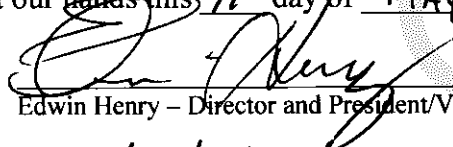
SECTION 2. The Association shall make available to unit owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Charter, By-Laws and other rules concerning the project and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours and under other reasonable circumstances.

SECTION 3. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

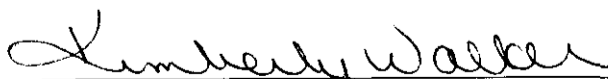
- (a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.
- (d) Any proposed action that requires the consent of specified percentage of mortgage holders.

SECTION 4. Unless a mortgage or any interest therein on a unit is sold to the Federal National Mortgage Association, the Association shall be required to carry casualty and liability insurance and fidelity bond coverage only if it is determined by the Board of Directors that such coverage is reasonably prudent under the then existing in the event a mortgage or any interest therein sold to Federal National Mortgage Association, the Association shall maintain in effect such casualty and liability insurance and fidelity bond coverage as is then specified in Section 803.07 of the FNMA Conventional Home Mortgage Selling Contract Supplement and the FNMA Lending Guide, Chapter 3, Part 5, Insurance Requirements, or such subsequent provisions promulgated by FNMA setting forth requirements for its purchase of mortgages.

IN WITNESS WHEREOF, we being all of the Directors of Woodlands of Bell Lane Owners Association, Inc., have hereunto set our hands this 11 day of MAY, 20 15.


Edwin Henry - Director and President/VP


Robert D. Mitchell - Director


Kimberly Walker - Secretary

STATE OF FLORIDA
County of Santa Rosa

The forgoing instrument was acknowledged before me on this 5/11/15, by Edwin Henry, who is personally known by me or produced the following _____ as identification.

Joni L. Maddrey
Notary Public - State of Florida
Printed Name: Joni L. Maddrey
My Commission Expires: _____



STATE OF FLORIDA
County of Santa Rosa

The forgoing instrument was acknowledged before me on this 5-11-15, by Robert D. Mitchell, who is personally known by me or produced the following _____ as identification.

Joni L. Maddrey
Notary Public - State of Florida
Printed Name: Joni L. Maddrey
My Commission Expires: _____



STATE OF FLORIDA
County of Santa Rosa

The forgoing instrument was acknowledged before me on this 5-11-15, by Kimberly Walker, who is personally known by me or produced the following _____ as identification.

Joni L. Maddrey
Notary Public - State of Florida
Printed Name: Joni L. Maddrey
My Commission Expires: _____



COPY

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of WOODLANDS OF BELL LANE OWNERS ASSOCIATION, INC., a Florida corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11 day of May, 2015.

Joni Maddrey
Witness -
[Signature]
Witness -

Kimberly Walker
Kimberly Walker - Secretary

STATE OF FLORIDA
County of Santa Rosa

The forgoing instrument was acknowledged before me on this 11 day of MAY, 2015, by Kimberly Walker, who is personally known by me or produced the following _____ as identification.

Joni L. Maddrey
Notary Public - State of Florida
Printed Name: Joni L. Maddrey
My Commission Expires: _____

