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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR ADDIE'S PLACE  
(A Single Family Residential Subdivision located in the Bluewater Bay Community)**

This Declaration of Covenants, Conditions, Restrictions and Easements for Addie's Place ("Declaration") is made on the 16th day of February, 2023 by AP Niceville Development LLC, a Florida limited liability company ("Declarant").

**STATEMENT OF PURPOSE**

A. Declarant is the owner of certain real property, a legal description and depiction of which appear on the subdivision plat for Addie's Place, recorded at Plat Book 30, Pages 71-72, of the Public Records of Okaloosa County, Florida, as described in attached **Exhibit A**, which is made a part hereof by reference (the "Land"). Declarant's intent is to subject the said Land to this Declaration.

B. The lots within Addie's Place will be used for residential purposes and the improvements constructed on said lots are subject to approval as determined from time to time by Declarant or the Architectural Review Committee ("ARC"), and as defined herein. The easements within Addie's Place will be used by various utility providers and others to furnish utilities and services to the neighborhood. The Common Property will be maintained by a nonprofit Florida corporation formed, or to be formed, by Declarant, which corporation will constitute a Homeowners Association pursuant to FL Statute Sec. 720 et seq and be obligated to maintain such areas for the benefit of the Lot Owners in Addie's Place.

NOW THEREFORE, the above being true, correct and incorporated herein, Declarant hereby establishes this Declaration for Addie's Place, which will run with the Land and be binding on and inure to the benefit of every Owner within Addie's Place.

**ARTICLE I - DEFINITIONS**

The following definitions apply within this Declaration wherever the capitalized terms appear. Additional terms may be defined when first appearing in this Declaration.

1.1 "Addie's Place" refers to Addie's Place Subdivision located in the Bluewater Bay Community, the plat of which is recorded in Plat Book 30, Page 71-72, of the Public Records of Okaloosa County, Florida, a copy of which is attached as **Exhibit A**, including all enumerated Lots, Common Property, streets, rights of way, buffer areas, wetlands, easements and other matters shown on said Plat. If annexed pursuant to the terms of this Declaration, Additional Property annexed to Addie's Place is a part of Addie's Place and subject to this Declaration unless otherwise provided.

1.2 "Additional Property" refers to real property annexed into Addie's Place pursuant to the annexation rights and procedures set forth within.

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1.3 "Approved Plans" refers to those architectural plans, site plans, landscaping plans, material choices, color choices and other items submitted to the ARC and which the ARC has reviewed and finally approved for construction. Applicable fees and deposits must be paid before construction may begin.

1.4 "Articles" refers to the Articles of Incorporation of Addie's Place Homeowner's Association, Inc. filed with the Florida Secretary of State, as amended from time to time. The original Articles are attached as **Exhibit B** and made a part hereof by reference.

1.5 "Assessments" refer to the following charges:

(a) "General Assessment" – the amount charged to each Lot to meet the Association's annual budgeted expenses.

(b) "Individual Lot Assessment" – an amount charged as an assessment against an individual Lot for charges specific to that Lot.

(c) "Special Assessment" – a charge to each Lot for capital improvements or emergency expenses.

1.6 "Association" – Addie's Place Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns, formed, or to be formed, by Declarant.

1.7 "Board" – Board of Directors of the Association.

1.8 "Builder(s)" – means any commercial home builder or contractor, specifically including Randy Wise Homes, Inc., its affiliates and their successors and assigns, who owns one or more Lots for the purpose of constructing a home on such Lots for sale to third party purchasers..

1.9 "By-Laws" – By-Laws of the Association as may be amended from time to time. The original Bylaws are attached as **Exhibit C** and made a part hereof by reference.

1.10 "Capital Contributions" – refers to the following charges which are to be paid to the Association:

(a) "Initial Capital Contribution" – a charge to each first transferee of a Lot from Declarant to a transferee other than RWH or from RWH (the "Initial Transfer"). Conveyances from Declarant to RWH are exempt from payment of the Initial Capital Contribution.

(b) "Transfer Capital Contribution" – a charge to the new Owner(s) of a Lot for each subsequent transfer of a Lot after the Initial Transfer. The following transfers are exempt from Transfer Capital Contributions: 1) mortgage or lien foreclosure; 2) transfer in lieu of mortgage or lien foreclosures; 3) creating a trust for the benefit of the then current owner(s); 4) creating tenancy by the entireties; 5) pursuant to a divorce decree or other court order; and 6) conveyance by Declarant to RWH or to other transferees granted an exception by Declarant.

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1.11 "Common Property" – those tracts of land, improved or unimproved, that are (a) deeded to the Association and designated in the deed or instrument of conveyance as common property, or (b) labeled as Common Property on the Plat, or (c) identified herein as Common Property. Common Property also includes any personal property appurtenant to real property owned by the Association or acquired by the Association if in the bill of sale, or other instrument of conveyance, the personal property is designated as common property. Common Property does not mean any area whose use is dedicated by the Association to a Lot Owner or other third party.

1.12 "Declarant" – AP Niceville Development LLC, a Florida limited liability company, its affiliates, subsidiaries, parent companies, related entities and transferees so designated by Declarant. The various rights and powers of the Declarant within this Declaration may be separated and assigned to different parties. If so assigned, each assignee will be considered Declarant as to the specific rights and powers so assigned. Declarant may collaterally assign its rights and powers by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights and powers or designate another party to exercise such rights and powers.

1.13 "Declaration" – this Declaration of Covenants, Conditions, Restrictions and Easements for Addie's Place as same may be amended or supplemented from time to time.

1.14 "Design Standards and Guidelines" for Addie's Place Subdivision (hereafter "Guidelines") refer to minimum requirements and procedures for building design, construction, modification and landscaping in Addie's Place. The initial Guidelines are/or will be established by the Declarant and may be amended from time to time by the Declarant, the ARC or, only after Turnover, the Association. Within the sole discretion of the Declarant or Association, the Guidelines may, or may not, be recorded in the Public Records. A current version of the Guidelines will be available upon request made to the Declarant, Association, ARC, or the Association management company.

1.15 "Improvement" - any exterior structure or improvement, broadly defined to include the location, erection or construction on a Lot or to an Improvement already existing on a Lot of: dwellings and other buildings of a permanent or temporary nature (with temporary buildings being permitted only during the construction of other Improvements, subject to approval by the ARC); outbuildings or other roofed structures; gazebos or playhouses, swimming pools or hot tubs; sports, play, and maintenance equipment; yard and decorative items; construction, erection, placement of any object or item, permanently or temporarily, on the Lot, whether such portion is improved or unimproved; exterior alteration of existing Improvements or changes in exterior color or shape; staking, clearing, excavation, grading and other site work; sediment control devices, underground installations; surface water drainage facilities; slope alterations; berms; installation or replacement of hardscape; streets, roads, driveways, alley ways, or parking areas or facilities; fences of any kind, including invisible fences, screening walls, retaining walls, walls and other enclosures; dog runs or animal pens; stairs; patios, decks, or balconies; windbreaks; artificial vegetation or sculptures; mailboxes; basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; wood piles; poles, signs, antennas and satellite dishes, utilities, water lines, sewer, electrical and gas distribution facilities, irrigation systems; heating, cooling and air circulation equipment and facilities, including window air conditioning units or fans; solar panels; exterior illumination; planting or removal of trees, shrubs, hedges, or other landscaping materials; and all other structures or landscaping Improvements of every type and kind initially or at any time thereafter placed or constructed on any Lot.

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1.16 "Lot" – means any enumerated tract shown on the Plat along with any Improvements constructed thereon.

1.17 "Member" – a member of the Association. Each Owner of a Lot shall be considered to be a Member.

1.18 "Members other than Declarant" – does not include RWH or, if so designated in writing by Declarant, does not include Builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

1.19 "Mortgagee" – any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes without limitation: bank, savings and loan association, mortgage lending company, insurance company, credit union, and the Federal National Mortgage Association, or similar agency.

1.20 "Owner" – the record owner, whether one or more persons or entities, of (a) fee simple title to any Lot, or (b) a life estate in any Lot. "Owner" shall include their heirs, representatives, successors and assigns. "Owner" does not include a Mortgagee.

1.21 "Operating Expense" shall mean and refer to the actual and estimated expense of operating the Association, including but not limited to, salaries and management fees, professional fees, service, and material costs, telecommunications service costs, costs of supplies and equipment, Association-sponsored social events, and any and all costs relating to the discharge of the Association's obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation, maintenance, repair, replacement, insurance and improvement of the Common Property. Operating Expenses shall not include Reserves.

1.22 "Perimeter Fencing" and "Perimeter Retaining Wall" shall mean and refer to the wood shadow-box style fencing and the black aluminum fencing located at or near the rear boundary line of Lots 2 through 24 and the black aluminum fencing surrounding the retention pond and in place as of the date of this Declaration as well as the retaining wall located at or near the rear boundary line of Lots 1 through 16 as shown on the Plat and in place as of the date of this Declaration. Perimeter Fencing and Perimeter Retaining Wall shall be part of the Common Property and the maintenance, repair and replacement thereof, as needed from time to time, shall be within the purview of the Association subject to the provisions of that certain easement recorded at Book 3662, Page 3737 of the Public Records, with the cost of any such work paid for by the Association.

1.23 "Plat" – the plat of Addie's Place recorded in Plat Book 30, Page 71-72 of the Public Records of Okaloosa County, Florida and the plats of any Additional Property annexed to and made a part of Addie's Place from time to time.

1.24 "Property" – the Land owned by Declarant and legally described on the Plat.

1.25 "Public Records" – the Official Public Records of Okaloosa County, Florida.

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1.26 "Reserves" means designated sums of money set aside by the Association for future expenses of repair and replacement of Common Property.

1.27 "Residential" – living arrangements where one or more individuals reside in a single-family home environment. "Residential" shall not include business or commercial purposes, uses or arrangements. In the event of any doubt, the Land Development Code of Okaloosa County shall govern Residential use.

1.28 "Rules and Regulations" – rules and regulations governing use of Common Property as may be originally enacted by Declarant and or revised, initiated or amended from time to time by Declarant or Association. Within the sole discretion of the Declarant or Association, the Rules and Regulations may, or may not, be recorded in the Public Records. A current version of the Rules and Regulations will be available upon request made to the Declarant, Association or the Association management company.

1.29 "RWH" means Randy Wise Homes, Inc., a Florida corporation, and its affiliated companies and its successors and assigns.

1.30 "Stormwater Management System" – all drainage easements and rights of way, lakes, ponds, pond-water circulation fixtures, water management tracts, stormwater conveyancing facilities, conservation districts, conservation areas, and buffer zones as shown on the Plat or that have been installed as of the date hereof or that are subsequently installed as part of the stormwater management system designed for Addie's Place (the "AP Stormwater System") or that are not shown on the Plat but are part of the drainage system of the Bluewater Bay community (the "BWB Stormwater System") into which stormwater from Addie's Place eventually flows. The BWB Stormwater System shall include such areas outside of Addie's Place as designated from time to time by Declarant or by its designated successor that manages the BWB Stormwater System ("BWB System Manager"). "Stormwater Management System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (a) collect, convey, store, absorb, inhibit, treat, use or reuse water, or (b) prevent or reduce flooding, over-drainage, environmental degradation, water pollution, or otherwise affect the quantity and quality of discharges from the Stormwater Management System as permitted pursuant to Chapter 62-330, Florida Administrative Code. The Association, or its designee, is responsible to maintain and repair the AP Stormwater System, which shall be part of Common Property, and to contribute to the maintenance of the BWB Stormwater System to the extent hereinafter provided, which shall be an Operating Expense of the Association.

1.31 "The Bluewater Bay MSBU" – the Bluewater Bay Municipal Services Benefit Unit created by the Board of County Commissioners of Okaloosa County, Florida for the purpose of providing improvements and services that are within the authority of The Bluewater Bay MSBU. The Bluewater Bay MSBU consists of all parcels designated as being within the authority of said MSBU by the Okaloosa County Ordinance that established said MSBU, as amended, and includes the property shown on the Plat

1.32 "Turnover" – that time or event (pursuant to Section 720.307 of the Florida Statutes as same may be amended from time to time) at which Members other than Declarant are entitled to elect a majority of the Association Board of Directors.

## ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Addie's Place will initially be comprised and provides the method by which additional property may be added.

2.1 Initial Property. The property shown on the Plat.

2.2 Additional Property. Additional Property may be annexed to Addie's Place only by the following parties subject to the methods and restrictions set forth.

(a) Parties authorized to annex:

(1) Declarant: From time to time, Declarant has the right, but not obligation, to annex property (the Additional Property) to Addie's Place, if such property is adjacent to or abuts any property shown on the Plat. In determining if property is adjacent to or abuts the property shown on the Plat, roads separating the property may be disregarded. Declarant's right to annex is absolute regardless whether Declarant owns the property to be annexed or a third party owns same. Declarant's right to annex shall not terminate with the termination of Class B membership, but shall extend so long as Declarant owns at least one (1) Lot in Addie's Place.

(2) Association: At least a two-thirds (2/3) vote of all Owners entitled to vote is required for the Association to annex property to Addie's Place. If Declarant is record Owner of at least one (1) Lot in Addie's Place, the Association must, in addition, obtain Declarant's written approval to annex.

(b) Procedure: The party effecting an annexation of property shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by the Declarant or the president of the Association. The Supplemental Declaration shall contain a legal description of the Additional Property. The Supplemental Declaration may contain special provisions applicable to the Additional Property only. Any special provisions, in the sole discretion of the party effecting same, may limit the application of this Declaration (in whole or part) to the Additional Property, or may impose different or additional covenants, restrictions, conditions and easements upon the Additional Property. However, no provision shall be effective to exempt owners of the Additional Property from equitably sharing common expenses. Upon recording the Supplemental Declaration, the Additional Property shall be a part of Addie's Place.

2.3 Subdivision or Replat of Lots: Owners may not subdivide or separate any Lot into smaller lots or convey any portion less than an entire Lot. However, this shall not prohibit corrective deeds or instruments nor shall it prohibit combing Lots by Declarant.

Subject to applicable municipal regulations, Declarant reserves the right to modify the Plat in order to 1) adjust Lot boundary lines or 2) make other adjustments to the Plat which do not materially affect any Owner other than Declarant, or with the consent of materially affected Owners. Owners shall not unreasonably withhold their consent and are deemed to have given consent if they do not object in writing to the proposed Plat adjustment within fifteen (15) days after receiving written request for consent.

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Declarant, without the consent of other Owners, may replat an existing Lot(s) to a roadway, or other legal use or purpose, and upon such replat, the Lot shall no longer be deemed a Lot. Declarant may also establish additional easements on a Lot it owns without the consent of other Owners. Other than Declarant, no Owner has, or may have, or may grant a right of way to adjoining property over a Lot that is platted in Addie's Place.

### ARTICLE III – ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To insure residential buildings in Addie's Place are harmonious, Declarant has, or will, create an Architectural Review Committee (hereafter ARC) to review and approve all plans for construction of Improvements in Addie's Place, or modification of same. Although certain requirements are specified in this Declaration, the Guidelines, and Rules & Regulations, the ARC will not be limited to those specific requirements, but rather will have broad discretion. Any construction effected by or on behalf of Declarant or its affiliates or assigns, including RWH, will not be subject to review or approval by the ARC.

#### 3.1 Architectural Review Committee

(a) Composition: The initial ARC will be chosen by the Declarant. The initial ARC may consist of one (1) to three (3) persons, as determined by Declarant, and may include a licensed architect(s). Any fee charged by a licensed architect member shall be made a part of the application fee paid by the Owner submitting a request for approval. ARC members may be removed or replaced by the Declarant in its sole discretion. Until Turnover, members of the ARC need not be Owners. In Declarant's sole discretion, and by writing filed in the Public Records, it may assign the right to designate members of the ARC. After Turnover, the Board shall designate members of the ARC who shall be Owners, but need not be licensed architects except that the Board may designate licensed architects who are not Owners to serve on the ARC. The ARC shall not ever consist of more than three (3) persons.

(b) Professional Advisors: The ARC may, but is not required, to employ one or more professionals, including without limitation, architects, engineers or land planners, to advise the ARC regarding unique or complicated projects. Said advisor(s) may be paid a reasonable fee derived from application fees of the Owner whose project will receive professional advisement.

(c) Objectives: The ARC shall focus on without limitation the following:

(1) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;

(2) Ensure location and configuration of proposed improvements are visually harmonious with the terrain and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(3) Ensure architectural design of proposed improvements and their materials and colors visually enhance the Addie's Place overall appearance;

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(4) Ensure plans for landscaping provide visually pleasing settings for structures on the same, adjoining and nearby lots, and blend harmoniously with the natural landscape; and

(5) Ensure proposed improvements comply with the Guidelines, this Declaration and other Rules and Regulations pertaining to architecture and landscaping.

(d) Permissible Powers: The ARC may:

(1) Establish through the Guidelines architectural and landscaping motifs and exterior themes;

(2) Establish architectural and landscaping standards and criteria in accordance with the Guidelines;

(3) Review all applications for compliance with the Guidelines, this Declaration and applicable Rules and Regulations;

(4) Seek compatible and harmonious architectural relationships with neighboring properties;

(5) Require standards of architecture, construction and landscaping as set out in the Guidelines, this Declaration and applicable Rules and Regulations or as determined by the ARC to be in the best interests of the Addie's Place community;

(6) Establish and collect fees for application reviews from Owners including for professional advisement of application process and/or construction, with said fees not being limited to only the cost of any review by a paid consultant to the ARC;

(7) As a condition of approving a request, establish and collect deposits from Owners and or their agents and pay from same without limitation costs of damage, repair or replacement caused by Owner and or their agents to Common Property, other Lot's and/or improvements thereon, streets, walkways, and for clean-up of Lots after construction;

(8) Assure all Lots are maintained in conformance with this Declaration, Guidelines and applicable Rules and Regulations;

(9) Establish, issue and collect fines for violations of the Declaration, Guidelines and or other Rules and Regulations as same pertain to matters under its authority;

(10) Monitor and inspect for compliance with Approved Plans, this Declaration, the Guidelines and other Rules and Regulations as same pertain to matters under its authority;

(11) Amend the Guidelines as same may be deemed needed in the ARC's discretion;

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(12) Provide reasonable assistance and guidance to Owners whose applications and plans have been disapproved and offer recommendations for adjustments aimed at making the applications and plans approved;

(13) Maintain copies of applications, plans, specifications, material samples, color samples and other related architectural documents;

(14) Keep Owners informed of ARC activities and changes to the Guidelines;

(15) Institute litigation when necessary to enforce the Guidelines, as well as compliance with Approved Plans, this Declaration and other Rules and Regulations as same may pertain to matters under its authority; or

(16) Perform other similar acts to promote and enforce the Guidelines, Approved Plans, this Declaration and the Rules and Regulations as same may pertain to matters under its authority.

(e) Enforcement Powers And Remedies. The ARC, including its agents, may enter any Lot or improvements to inspect same during construction to assure Approved Plans, Guidelines, this Declaration and Rules and Regulations are being followed. For purposes of this sub-section, the Association and Declarant (until Turnover) each have the same powers as the ARC. The intent is that all have standing to exercise the enforcement powers and benefit from the remedies. Prior to Turnover, Declarant shall have the final say if Association and Declarant disagree.

(1) A written warning will be issued to the Owner citing construction or modification outside Approved Plans, or other violations of the Guidelines, this Declaration and/or the Rules and Regulations. The Owner will have ten (10) calendar days to bring the improvements within compliance or cure violations. No further construction may take place until compliance is achieved. If the Owner does not comply after notice, then the ARC may, but is not required, cause the non-approved improvements and or violations to be removed or cured and the cost of same (plus a 20% administrative fee) to be charged to the Owner as a personal obligation and/or an Individual Lot Assessment. In the sole discretion of the Declarant, ARC or Association, an injunction may be pursued separately or together with a cause of action for damages. Should the Declarant, ARC or Association incur reasonable attorney fees, court costs or other costs of litigation, same may be added to any judgment against the Owner and become a personal obligation and/or Individual Lot Assessment. All remedies are cumulative.

(2) No delay, failure or omission on the part of the ARC, Declarant or Association in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or waiver of its right to enforce. No person or entity may bring an action, legal or equitable, against the ARC, Declarant or Association for delay, failure or omission in exercising any right, power or remedy herein provided.

(f) Basis For Decision. In making its decisions, the ARC may consider purely aesthetic matters that in the sole opinion of the ARC will affect the desirability or suitability of the construction, such as, but not limited to: (1) quality of materials and workmanship, (2) harmony of external design or colors with surrounding Lots and previously constructed Improvements. The ARC will not be limited to the specific restrictions and requirements of this Declaration, Guidelines or Rules and Regulations.

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(g) Limitations of Responsibility. The primary goal of the ARC is to review submitted applications, plans, materials and samples to determine if the proposed structure or modifications conform in appearance with this Declaration, the Guidelines and Rules and Regulations. However, the ARC does not assume responsibility for the following:

- (1) Structural adequacy, capacity or safety features of the proposed structure;
- (2) Soil conditions, erosion requirements, drainage or other general site work;
- (3) Compliance with all building codes, safety requirements, governmental laws, regulations, building set-backs or ordinances; or
- (4) Performance or quality of work by any contractor or sub-contractor.

**Any Owner making, or causing to be made, any Improvement agrees for himself or herself, his or her successors, assigns and representatives, to defend, hold harmless and indemnify the ARC, Declarant, Association and all other Owners in Addie's Place from any liability, costs, damages, judgments, debts, liens or obligations arising from damage to property or person (including death) while the Owner constructs or modifies Improvements , and or arising from the approval, disapproval, inspections, permissions, consents or withholding of permissions or consents, by the ARC, Declarant and or Association. Said Owner shall be solely responsible for the maintenance, repair and insurance of any proposed Improvements or modifications and for assuring that the proposed Improvement are in full compliance with all local, state and federal laws, rules, ordinances, regulations and building codes.**

Neither the ARC, Association or Declarant shall be liable to the Owner, or any other party, for 1) failure to ensure the Approved Plans comply with applicable building codes, 2) are adequate and sufficient for construction, 3) that the Approved Plans will not result in defects in the improvements when constructed, 4) or that construction or modification was performed in accordance with the Approved Plans.

(h) Administrator. The ARC may appoint an Administrator to handle the day-to-day responsibilities of processing applications and coordinating with Owners including the following without limitation:

- (1) Explanation and interpretation of this Declaration, Guidelines and or applicable Rules and Regulations;
- (2) Providing pre-design conferences to consider site conditions for the proposed improvements, adjacent homes, easements, setbacks, etc.;
- (3) Scheduling of all meetings and notification to Owners; or
- (4) Review job progress, schedule ARC inspections, issue ARC permits and certifications.

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(5) The Association management company may be assigned some or all of these tasks.

(i) Meetings. The ARC will conduct regular monthly meetings or meetings as frequently as warranted by the level of submittals. Special meetings may be called at the discretion of the ARC. Any person, other than Owners, intending to appear before the ARC in conjunction with an application shall notify the ARC 24 hours in advance. All appearances before the ARC shall be limited to 15 minutes, or as the ARC deems necessary.

(j) Minutes. All decisions of the ARC shall be recorded in minutes taken at ARC meetings. Copies of said records shall be made available to Owners upon request. One set of submitted plans, material samples, color samples, etc. will be retained by the ARC regardless of disposition of the application.

(k) Appeals. If an application has been denied, or approved with conditions the Owner does not agree with, the Owner may request a hearing before the Board. All decisions of the ARC, Association or Declarant are final and may not be appealed unless the appeal is filed in writing with the Board within thirty (30) days of the initial decision.

(l) Variances. All requests for variances should be made in writing and submitted to the ARC. Any variance granted or not granted shall not be used as a precedent for future decisions.

(m) Additional Requirements. In its sole discretion, the ARC, Declarant and or Association may require additional plans, reports or other matters be filed with any application.

(n) Precedential Value of Decisions. Any decision, approval, non-approval or approval with conditions made by the ARC, Declarant or Association on a specific application shall not require the same or similar decision, approval, non-approval or approval with conditions on a future application.

### 3.2 Architectural Review Procedures

(a) Construction Subject to Review. All Improvements, remodeling, modification on or to a Lot or landscaping must be approved in advance by the ARC. However, interior alterations not affecting the external appearance of the Lot or Improvements on a Lot do not require approval

Approval is required for, without limitation: all original construction of homes; exterior painting or other alterations of a building (including doors, windows and trim); replacement of roof or other parts of a building with other than duplicates of the original material and color; installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, privacy walls, fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings and window or thru the wall heating/air conditioning units; initial landscaping and any alteration of landscaping determined material by the ARC.

No change or alteration of any kind to the Perimeter Fencing or to the Perimeter Retaining Wall, except for the attachment to the Perimeter Fencing of side boundary line fences as may be approved

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hereunder, may be done by an Owner without the specific approval of Declarant, and after Turnover also by the Association.

(b) Application. The ARC may design forms for application and Owners must use same. The ARC may determine the plans, specifications, material samples, color samples and other information to be submitted with the application. No improvements, or alterations to improvements, may be started without Approved Plans. Modifications to Approved Plans must be approved as well.

(c) Application Fee; Construction Deposit. The ARC may establish procedures for application review and impose a review fee to be paid by the applicant. The ARC may establish and require the applicant to post a security deposit to insure all construction complies with Approved Plans, damages to Common Property, streets, utilities, other Lots are paid, and the cost of Lot cleanup at the end of construction is paid.

(d) Notification of Approval. The ARC must notify applicants in writing of its decision within thirty (30) days of the final meeting to consider the application. If no notification is forthcoming within said thirty (30) days, the application, plans, specifications, etc. will be deemed approved. The ARC may postpone its decision if the application is incomplete.

3.3 Specific Restrictions & Requirements. The following restrictions and requirements shall apply to the Lots and to improvements constructed thereon. However, the ARC will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions. In addition to the following, the Declarant, Association and or ARC has, or will, adopt Guidelines that will govern construction, remodeling, renovation and landscaping of Lots in Addie's Place, and same may be amended from time to time.

(a) Commercial Building. No building may be erected, placed or permitted to remain on any Lot for a non-residential purpose. However, this shall not preclude Declarant from annexing Additional Property which may be designated for business or commercial use. Nothing herein shall be interpreted to prevent Declarant from erecting and continuing in use one or more Model Homes or a Sales Center in Addie's Place. In addition, Declarant may be permitted to bring temporary sales centers, such as trailers or modular buildings, into Addie's Place during the home construction phase.

(b) Building Setback Lines. No Improvement shall be located closer to the street right of way or the Lot boundary lines than the applicable building setback line appearing on the Plat. However, the ARC may approve Improvements in a setback area located along the rear boundary line of a Lot provided that Improvements located above the ground on Lots 1 through 16 and Lots 18 through 24 may not extend more than 72 inches above the ground. Any Improvements located in such rear setback area may not interfere with the use, maintenance, repair or replacement of components of the stormwater system located along the rear boundary line of certain Lots or the Perimeter Fencing and Perimeter Retaining Wall. If the setback lines do not appear on the Plat, then the local applicable building setback line shall apply.

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(c) Exterior Color and Materials. All materials and colors of exterior surfaces of improvements are subject to ARC approval. In its sole discretion, the ARC may establish a list of approved materials and colors applicable to Addie's Place. Any such list may be amended, altered, discontinued or re-initiated from time to time. This restriction applies without limitation to the following: roofs, siding, exterior doors, windows and trim.

(d) Non-Interference with Easements. No Improvement, planting or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation, function or maintenance of any entry way, hedge, planting, tree, grass, fence or other improvement or landscaping on a Common Property, or with the function, maintenance or repair of the AP Stormwater System, or of any drainage easement. Any easement area and all easement improvements on a Lot shall be repaired and maintained by the Lot Owner except for those easements and improvements thereon that are required to be repaired and maintained by the Association, a public authority, or utility. In any event, an Owner may not interfere with the maintenance of the easement by the party responsible for same. This provision may be enforced by the easement holder or person or entity benefitting from the easements or maintenance, including without limitation the Declarant or Association.

(e) Utility Connections. Connections for all utilities including without limitation water, sanitary sewer, electricity, telephone, internet and cable TV must be run underground from the connecting point to the building in such a manner as is acceptable to the respective utility authority or company and the ARC.

(f) Mailboxes. A common community mail receptacle location has been, or will be, designated by the United States Postal System (USPS) and the facility constructed by Declarant. No other individual mail, magazine, newspaper or similar receptacle may be erected in Addie's Place without ARC and USPS approval.

(g) Signs. No signs of any kind shall be displayed to general view on any Lot except under the following circumstances:

(1) Entrance or other identification signs and associated walls, fences, lighting and landscaping may be installed by Declarant. Same shall be located on Common Property and constitute a part of the Common Property owned, maintained, repaired and replaced by the Association.

(2) Declarant may erect signs advertising the sale of Lots or homes in Addie's Place as well as the location of Model Homes and Sales Centers.

(3) Directional signs and signs communicating restrictions on use of Common Property in Addie's Place may be erected by Declarant or the Association. Same shall be a part of the Common Property and maintained, repaired or replaced by the Association.

(4) One temporary "For Sale" or "For Rent" sign not more than six (6) square feet in size may be placed on a Lot by the Owner or Owner's Realtor.

(5) Signs containing Lot Owner's name and or street address must be approved by the ARC and be consistent with local emergency response standards and requirements.

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(6) As otherwise approved by the ARC.

(h) Fences and Walls. Any fence or wall on a Lot in Addie's Place must be approved by the ARC prior to its construction.

(i) Manufactured Homes. No trailers, modular, pre-fabricated or other type of manufactured homes or buildings shall be permanently permitted in Addie's Place with exception of temporary sales offices erected by Declarant or pre-fabricated playhouses or storage sheds approved in accordance with Section 3.5 below.

(j) Flags. Flags may be displayed on Lots in conformance with Chapter 720.304, Florida Statutes, as same may be amended from time to time.

3.4 Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, work-shed or any other such building, shall be permitted on a Lot. However, any such temporary structure used in connection with construction shall be allowed if approved by the ARC but must be removed within five (5) calendar days immediately after construction.

3.5 Playhouses or Storage Sheds. Structures detached from the main residence for (without limitation): garages, storage, playhouses, and plants must be approved by the ARC. Those structures must be within the building area of the Lot and have exterior materials and colors that are consistent with the main residence.

3.6 Declarant's Exemption. Notwithstanding anything to the contrary, this Article III does not apply to the Declarant or to RWH. The Declarant shall have the right to approve any of the foregoing for any Builder in lieu of the process for approval by the Board of Directors or ARC. The Declarant's review and approval of any plans for an Improvement to be constructed by RWH shall be deemed approval of the Association and such approval may not be revoked or modified, and any modifications of such approved plans shall only require the approval of the Declarant.

3.7 Construction of Homes by RWH. To ensure consistency and to maintain values within Addie's Place, all homes constructed in Addie's Place shall initially be constructed by RWH unless RWH designates a Builder as also being eligible to build homes in Addie's Place. RWH may deposit the amount of \$500.00 as a "Construction Deposit" with the Association or the ARC prior to commencing construction of a home in Addie's Place. In the event that RWH makes a Construction Deposit related to a home, such Construction Deposit may be used for any damages to the Common Property or adjacent Lots caused by RWH in its construction of the home. The Construction Deposit constitutes the sole and exclusive remedy against RWH related to damages caused by RWH to the Common Property or adjacent Lots in its construction of homes in Addie's Place.

#### ARTICLE IV – USE AND MAINTENANCE OF PROPERTY

The following restrictions are imposed on the use of Lots within Addie's Place to promote a harmonious neighborhood and the preservation of value and limit uses that may result in a nuisance to other Owners.

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4.1 Maintenance of Exteriors. Each Owner of a Lot shall maintain and repair the exterior of all Improvements, including landscaping, in a neat and orderly manner and in compliance with this Article IV. If an Owner fails to bring their Lot or Improvements within compliance within thirty (30) days after being given written notice of violations determined to exist by decision of Declarant, Association or ARC, then the Declarant, Association and/or ARC may, but are not required to, enter the Lot and perform maintenance or repairs subject to any process of appeal for such violations that may appear in Section 720, Florida Statutes, as amended from time to time. The cost of same (plus 20% administration fee) may be charged to the Owner as a personal obligation and/or to the Lot as an Individual Lot Assessment. If the Owner fails to pay the charge in full within ten (10) days of the charge, a service charge of 18%, or the highest rate permitted by law, will be added and same may be collected or enforced by legal or equitable action. If the Declarant, Association or ARC prevails, that party's reasonable attorney fees, court costs and other costs of collection may be added to the judgment against Owner. Each Owner hereby grants to the Declarant, Association and/or ARC, to be exercised individually or jointly, together with their employees, agents, contractors or sub-contractors, an easement to enter the Lot to perform maintenance and repairs under the circumstances stated herein. Each day a Lot is permitted by an Owner to violate this section may be deemed to be a separate violation.

4.2 Noxious Vegetation. Owners shall not permit the growth of noxious weeds or vegetation on the Owner's Lot. For purposes hereof, noxious weeds or vegetation shall mean non-native vegetation whose growth or location on the Lot not controlled and thereby results in an unsightly or overgrown appearance (as determined by the Declarant, Association or ARC) or encroaches onto neighboring Lots. All unimproved areas of the Lot must be maintained in an attractive and neat manner. Each day a Lot is permitted by an Owner to violate this section may be fined as a separate violation.

4.3 Litter, Trash, Garbage. No litter, trash, garbage, refuse or rubbish shall be deposited, dumped or kept on a Lot except in enclosed sanitary containers which shall be kept in the garage or otherwise outside of public view. Trash containers may be left on the driveway at the front of the lot only on days designated for pick-up and then after collection shall be promptly returned to the proper storage area.

4.4 Nuisances; No solicitation. No unreasonable noises, dust, vibrations or odors are permitted to originate from any Lot. No Owner, their family, guests, or tenants, shall commit or permit any nuisance, any immoral or illegal activity, or anything else that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. For purposes hereof, any applicable noise or nuisance ordinance adopted by Okaloosa County for residential neighborhoods shall apply. Soliciting within Addie's Place is strictly prohibited without the prior approval of the Declarant or the Association. This section is not to be construed to prohibit usual construction activity, noise, vibration or dust created during normal construction hours.

4.5 Parking. Private passenger and non-commercial cars, trucks and vans, but excluding motorhomes, travel trailers and RVs, may be parked on Lots but must be kept completely within a garage or upon a hard surface driveway area on the Lot without blocking the sidewalk. Except as otherwise allowed by this section, motorhomes, travel trailers and RVs Motorcycles, ATVs, UTVs, golf carts and similar vehicles must be parked only within an enclosed garage or off-site. No overnight on-street parking

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is permitted in Addie's Place except to the extent allowed by the Association (subject to local municipal ordinances).

Boats and personal watercraft, such as (without limitation) jet skis and wave runners, and trailers for same, must be parked in an enclosed garage or parked offsite. However, one trailer for two (2) personal watercraft or one (1) boat may remain parked in the paved driveway of a Lot from Friday at 5:00 pm to Sunday at 5:00 pm and in the case of Memorial Day, July 4<sup>th</sup> (Independence Day) and Labor Day, said trailer may remain in the driveway from 5:00 pm the evening preceding the holiday to 5:00 pm of the day following the holiday.

Commercial vehicles (automobiles, vans, trucks) may be parked on a Lot only for the time necessary to make deliveries or perform services, and never overnight. However, if any such vehicle is owned by an Owner and used in his or her business, this provision shall not apply. Recreational vehicles, motor homes, travel trailers, campers, and other trailers may not be parked on the Lot other than on the hard surface driveway and not in excess of forty-eight (48) hours during such time as same is being loaded or unloaded and shall not under any circumstances be occupied overnight. At all other times, said vehicles must be kept in an enclosed garage. No repairs to and or maintenance of any vehicle on a Lot, Common Property or street right of way is permitted.

4.6 Animals/Pets. Only dogs, indoor cats, fish, indoor birds and small (weight under 10 pounds) non-venomous reptiles/amphibians may be kept on a Lot or in a home. No livestock or poultry of any kind may be raised, bred or kept on any Lot. Except for fish, no more than two (2) of each type of permitted animal shall be allowed on a Lot. No animal shall be kept on any Lot for any commercial purposes. All animals must be (a) duly licensed, if applicable, (b) not constitute a nuisance, and (c) must be kept inside or, when outside of the home or garage, on a leash always. All animal owners or caretakers shall be responsible to immediately collect and dispose of the waste and litter of their pets (including pets of their guests) from Addie's Place street right of ways, sidewalks, Lots and or Common Property. The Association reserves the right to adopt additional or different pet regulations in order to prevent nuisances from arising or continuing and to protect Common Property. Further, the Association reserves the right to have permanently removed from Addie's Place any animal that, in the opinion of Association, creates an ongoing nuisance or danger to other Owners, their families, guests and or tenants. The Declarant and or Association shall have the discretion to make exceptions to this section 4.6.

4.7 Preservation Areas. There may be in the future certain areas noted on the Plat or designated by Declarant or Association as being "Preservation Areas", "Conservation Areas", "Natural Buffer" or something similar (each being a "Buffer Area"). These areas are set aside due to governmental permit requirements or in furtherance of Declarant's land development plan for Addie's Place. The Owner of a Lot encumbered by a Buffer Area are responsible for ensuring said Buffer Area remains in its natural state. The natural vegetation in these areas shall not be cut, mowed, poisoned, disturbed, impacted or otherwise destroyed by any Owner or by the occupant of a Lot for any reason and no construction of any kind is allowed. No fertilizer shall be applied to any area contributing runoff to a Buffer Area. Those areas contributing runoff to a Buffer Area shall also be stabilized with permanent vegetative cover that is consistent with the Florida Yards and Neighborhood program requirements.  
([https://ffl.ifas.ufl.edu/materials/FYN\\_Handbook\\_2015\\_web.pdf](https://ffl.ifas.ufl.edu/materials/FYN_Handbook_2015_web.pdf))

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Any Owner who violates this provision, or where the tenant or other occupant of a Lot violates this provision, shall defend, indemnify and hold harmless the Declarant and Association for any losses, costs or expenses either may sustain due to said actions including, without limitation, reasonable attorney fees and court costs. Declarant and Association reserve the right to select their own counsel in the event of an indemnifying event.

4.8 Leasing. No homes, or portions thereof, shall be leased except for an initial term of twelve (12) months or greater. Rental of homes for an initial period of less than twelve (12) months is prohibited in Addies Place. All leases shall be in writing and shall make specific reference to this Declaration and state that the tenant is bound by and shall observe and comply with the provisions set forth herein. Upon request, Owners will supply the Declarant or Association with a copy of any lease. The tenant(s), as part of the express terms of the lease agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. Owners leasing their home hereby agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Assessment. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association as a fine hereunder or to affect such repairs or to pay any claim for injury or damage to Common Property caused by the actions of the tenant. Attorney fees and court costs incurred by the Declarant or Association in an eviction action shall be a personal charge against the Owner and as an Individual Lot Assessment.

## ARTICLE V – COMMON PROPERTY

### 5.1 Title to Common Property.

(a) Ownership. The Common Property shall be owned and maintained by the Association for the benefit of all Owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to or deleted from the Common Property. If Declarant owns at least one (1) Lot in Addie's Place, the Association must obtain its approval before conveyance of Common Property, personal property or easements. Upon Declarant no longer owning a Lot in Addie's Place, its approval is no longer necessary. Membership approval is not necessary for the Association to convey personal property or grant easements on the Common Property.

(c) Dedication. If the county or municipal government requests the Association to convey title or dedicate the Common Property, or a portion thereof, to the public or to the County, the Association will be authorized to make such conveyance or dedication with the approval of Declarant, if prior to Turnover, and if after Turnover, with approval of the Members by majority vote. Upon such dedication by the Association, all obligations of the Association toward the dedicated property shall cease except for conditions which may be imposed in the dedication or imposed by other contractual obligations of Association.

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5.2 Maintenance, Management, Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, maintenance, repair, replacement and improvement of the Common Property and must keep same attractive, clean and in good repair in accordance with this Declaration and applicable governmental regulations.

(b) Management Agreements. Declarant and or Association may contract with a company of their choice to provide management services for a fee. Other firms or persons may be hired and paid to maintain, repair or replace Common Property.

5.3 Capital Improvements. The Association may make capital improvements to the Common Property as and when needed and may modify uses of the Common Property subject to such specific limitations as are set forth in this Declaration or in documents creating obligations of the Association such as with regard to Perimeter Fencing, Perimeter Retaining Wall or maintenance of the pond or its water-circulation system, for example. Where such improvements or repairs are made to Perimeter Fencing or Perimeter Retaining Wall within the boundary of a specific Lot, then the costs thereof shall be assessed as an Individual Lot Assessment.

5.4 Damage Or Destruction of Common Property. If any Owner other than RWH, including any guest, tenant, customer, licensee, agent, employee or family member of such Owner, shall damage or destroy Common Property intentionally or due to negligence or misuse, the Owner hereby authorizes Declarant and/or Association to replace or repair same. The cost of said repair or replacement (plus a 20% administrative fee) shall be charged to the Owner as a personal obligation and/or to Owner's Lot as an Individual Lot Assessment.

5.5 Compliance With Laws. Use and maintenance of the Lots and Common Property must comply with all applicable easements, laws, ordinances, and regulations, including without limitation, the requirements of Okaloosa County, Florida, the Northwest Florida Water Management District, the Florida Department of Environmental Protection and the United States Corps of Engineers.

5.6 Rules For Use Of Common Property. Owners and their guest, tenant, customer, licensee, agent, employee or family member will have the right to use the Common Property only in accordance with Rules and Regulations initially made by Declarant and as revised from time to time by Declarant and or the Association. The Rules and Regulations may provide limitations on the use of the Common Property including without limitation, time of use, who may use (for instance Owners, their families, guests, etc.), and fees for use. Owners are not entitled to rebates or reduction in assessments due to restrictions in use or because they use the Common Property less than other Owners, or not at all. Copies of Rules and Regulations on Common Property use are available without charge from the Association or the Association management company.

Declarant, its successors, assigns and related entities (specifically including RWH) may use the Common Property or vacant Lots it owns for events held for the purpose of promoting sales of Lots and/or homes in Addie's Place or other locations.

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5.7 Stormwater Management Systems. As specified in Article XIII of this Declaration, the Association will be responsible to maintain, operate and repair the AP Stormwater System (said System to include without limitation dry and wet retention areas, exfiltration systems, and stormwater conveyancing and holding structures). Maintenance refers to practices that allow the AP Stormwater System to operate as originally intended to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted or required by the Addie's Place stormwater management plan, the BWB Stormwater System plan, the Northwest Florida Water Management District, the Florida Department of Environmental Protection and Okaloosa County. Any repair or reconstruction of the AP Stormwater System shall be as permitted or, if modified, as approved, if said approval is required, by the Northwest Florida Water Management District, or the Florida Department of Environmental Protection or other applicable regulatory authority, or if no approval is required then shall be done in conformance to any applicable best practices. Each Lot will be assessed a proportional share of the annual cost to maintain the AP Stormwater System as a part of the General Assessment. In addition, as part of the General Assessment, each Lot will be assessed an annual amount of \$100 per Lot (the "BWB Stormwater Contribution") commencing with the calendar year 2023, with a limit in the increase in said contribution to 5% per year, as a contribution to the cost to maintain the BWB Stormwater System, including reserves established for that purpose. This BWB Stormwater Contribution will be paid to the BWB Stormwater System Manager and used for maintenance and repair of the BWB Stormwater System. The provisions of this Declaration pertaining to the BWB Stormwater Contribution cannot be amended or discontinued without approval by the BWB Stormwater System Manager. In maintaining their Lot, each Owner shall comply with the applicable provisions of this Declaration, the Northwest Florida Water Management District's Environmental Resource Permit No. IND-091-298266-1 dated May 13, 2021, issued to Bluewater Bay Development Venture, LLC and attached as **Exhibit D** and made a part hereof by reference.

## ARTICLE VI – GRANT AND RESERVATION OF EASEMENTS

The Declarant, Association, each Owner and their guest, tenant, or family member so designated by them shall have the benefit of certain easements and the responsibility for other easements as follows (for purposes only of this Article VI, all such persons having a right to use shall be designated as "Owner"):

6.1 Owner's Easement of Enjoyment of the Common Property. Every Owner will have a right and easement of enjoyment in and to the Common Property, subject to the limitations imposed by Declarant's reserved rights, this Declaration, the Rules and Regulations, or the Guidelines.

This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants and guests.

6.2 Easements in Favor of Declarant and Association. Declarant reserves for itself and for the Owners and for other parties so designated the following perpetual easements:

(a) Utility Easements. For ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences and utility easements as shown on the Plat

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for the benefit of Declarant, the Association, and all utility providers including Okaloosa County, across, over, throughout, and under the Common Property; and five feet in width along the front and side boundary line and 20 feet along the rear boundary line of each Lot. This easement shall be automatically deemed abandoned as to the interior side Lot lines if two or more Lots are combined into a single building site.

(b) Police Powers: Security. A blanket easement throughout Addie's Place for police powers and other emergency services supplied by the local, state, and federal governments and for any security services that may be provided by the Association.

(c) Construction Easement. An exclusive easement is hereby reserved for the benefit of Declarant, RWH, Builder(s) and their agents, employees, successors and assigns, suppliers, contractors and sub-contractors for the purpose of performing construction on any existing Lot (including any adjacent Lot), Common Property or Right-of-Way. Declarant, its agents, employees, successors and assigns, shall be solely responsible for repairing and replacing any property on an adjacent Lot, including landscaping, which may be removed or damaged during the construction process. Declarant shall use its best efforts to repair and replace with like kind replacements. Declarant shall not be responsible for any personal property not attached to a home or land.

(d) Ingress and Egress. Declarant reserves unto itself RWH, Builders, and Declarant's successors and assigns a non-exclusive easement over the private roads of Addie's Place for the purposes of construction of Improvements on any Lot.

(e) Maintenance Easement. An easement, in such width as reasonably needed, across the sides and rear of each Lot, but not across or within any structure located on a Lot as long as said structure is not located inside any required setback area, for ingress, egress, replacement, repair and maintenance of the Perimeter Fence, the Perimeter Retaining Wall, or other fences that are Common Property and of components of the AP Stormwater System that are located on the Lots.

(f) Mutual Easement. Declarant is the grantee under that certain Mutual Easement Agreement dated December 8, 2022, by and between Bluewater Bay Resort, LLC ("BBR"), and Fates Place 2000, LLC (collectively with BBR, the "Grantor" or "Easement Grantors") recorded in Official Records Book 3654 at Page 3458, as amended by Amendment No. 1 to such Mutual Easement Agreement dated January 18, 2023 and recorded in Official Records Book 3659 at Page 617 of the Official Records of Okaloosa County, Florida (said Mutual Easement Agreement, as may be further amended from time to time, hereinafter referred to as the "Mutual Easement"). Said Mutual Easement grants to Declarant and its successors and assigns a perpetual, non-exclusive easement for ingress and egress to Addie's Place over property owned by the Easement Grantors and for the installation, maintenance and operation in perpetuity of (i) a wastewater collections system lift station and related underground line installation across, through and/or upon a specific portion of neighboring property owned by the Easement Grantors, and (ii) portions of the AP Stormwater System serving that extend across, through and/or upon a specific portion of neighboring property owned by the Easement Grantor. In said Mutual Easement, Declarant is the Grantor of the Lake Parcel Easement in favor of said Easement Grantors. Declarant shall assign all of Declarant's rights and obligations under the Mutual Easement to the Association.

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(g) Rear Setback and Retention Pond Easement. Declarant is the grantee under that certain Easement Agreement dated February 17, 2023 from the Easement Grantors recorded in Official Records Book 3662 at Page 3737 of the Official Records of Okaloosa County, Florida (said Easement Agreement, as may be amended from time to time, hereinafter referred to as the "Rear Setback and Retention Pond Easement"). Declarant shall assign all of Declarant's rights and obligations under the Rear Setback and Retention Pond Easement to the Association. Said Rear Setback and Retention Pond Easement sets forth certain rights and obligations related to the park and retention area as depicted on the Plat and the Rear Setback Easement as defined in the Rear Setback and Retention Pond Easement.

(h) Future Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate easements and rights of way on any Lot within Addie's Place owned by the Declarant. In addition, Declarant hereby expressly reserves the right to grant easements and rights of way over, under and through Additional Property so long as the Declarant shall own any portion of Addie's Place.

#### ARTICLE VII - ASSOCIATION ORGANIZATION

Declarant will control the Association during the development and home construction stage in Addie's Place pursuant to this Declaration and the By-Laws. Upon termination of Class B Membership, Owners will be responsible for the continuation of the Association subject to rights of others in easements applying to the Land, rights reserved by Declarant herein or provided to Declarant by statute whether stated herein or not.

7.1 Membership. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights. The Association will have two classes of voting membership:

(a) Class A. Class A Members are all "Members other than Declarant". Class A Members are entitled to one vote for each Lot owned.

(b) Class B. The Class B Member is Declarant, which shall be entitled in all matters pertaining to voting, votes equal to twice the number of Lots owned by Declarant from time to time. The Class B Membership will end and be converted to Class A Membership when the earlier of the following events occurs:

(1) Three months after 90 percent of the Lots in Addie's Place that are subject to this Declaration have been conveyed to Members other than Declarant; or

(2) Declarant chooses to terminate Class B membership and become a Class A Member, as evidenced by instrument to such effect, executed by Declarant, which is recorded in the Public Records.

7.3 Exercise of Vote. When more than one Owner holds an interest in any Lot, all such Owners shall be Members. However, the number of votes for that Lot will remain one (1), and the Members who are owners of that Lot must determine among themselves how the Lot's single vote may be exercised.

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Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association for voting purposes. If the Association is not informed on how the voting rights of a Lot are to be exercised, that Lot's vote will not be counted.

#### 7.4 Board of Directors.

(a) Composition. The Board will initially consist of at least three persons appointed by Declarant. Those persons will serve at Declarant's discretion and may be removed or replaced by Declarant. Board members selected by Declarant are not required to be Owners in Addie's Place.

Upon termination of the Class B Membership, the Board will consist of at least three directors, selected in accordance with the Articles and Bylaws. However, so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in Addie's Place, the Declarant shall be allowed to elect at least one member of the Board. Board members selected by the Owners must be Owners in Addie's Place

(b) Classes. Each director will be appointed or elected to one of three classes to be known as Class 1, Class 2 or Class 3. Directors will be elected by class to provide for staggered terms. If the number of directors is increased as permitted by the Bylaws, each new position must be assigned to a class with the intention that each class will have an equal number of directors to the extent possible under the circumstances.

(c) Term of Office. The initial term for the Class 1 director will be for one year. The initial term for the Class 2 director will be for two years. The initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for two years. However, directors will always serve until resignation, removal, or the election of their successors.

(d) Voting Procedure. At each Annual Meeting, the Members will elect directors to replace directors whose term of office is then expiring. Each Class A Member will have one vote for each seat to be filled and the Class B Member will have three (3) votes for each Lot owned by the Class B Member. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. If there is a tie vote, the Class B Member will be given one additional vote and the opportunity to cast such vote to break the tie. The meeting will, in other respects, be conducted in accordance with the Articles and the Bylaws.

(e) Removal. Any director may be removed from office, with or without cause, by majority vote of the Members attending at a duly noticed meeting of the Members.

(f) Vacancies; Replacement of Directors. Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association may be called by any officer or by any Member to elect new members to the Board.

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(g) Compensation. Directors shall not receive compensation for their services unless approved by the Members. This will not prevent a Class B Member or an affiliate of a Class B Member from being compensated for management or other services.

7.5 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

## ARTICLE VIII - OPERATION OF ASSOCIATION AND BOARD

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board acting on the Members' behalf. For those decisions requiring Members' approval, the Annual Meeting of the Members is intended to provide an opportunity for discussion.

### 8.1 Annual Meeting.

(a) When called. The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be as set forth in Articles and the Bylaws.

(b) Quorum. Voting at an Annual Meeting requires the presence of Members (in person or by proxy) representing 30% of the voting interests of the entire membership, and Declarant or its representative so long as Declarant owns at least one Lot.

(c) Notice. The Association shall give all Owners and Members notice of all membership meetings which shall be mailed, delivered, or electronically transmitted not less than fourteen (14) days prior to the meeting.

(d) Duty to Give Notice of Contact Changes. Each Owner and Member has the affirmative duty to promptly initially supply the Association (or Association Manager) with accurate contact information, and thereafter any changes thereto, including: mailing address; regular dwelling address; telephone number; cell phone number; email address.

### 8.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority, to act on behalf of the Association in all matters.

(b) Quorum. Voting at a Board meeting requires the presence in person or by telephone conference call, of at least 50% of the Directors. Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of attendance of a meeting by obtaining the written approval of the Board majority.

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(c) Notices. Notices of all board meetings must be posted in a conspicuous place in Addie's Place at least 48 hours in advance of the meeting. In the alternative, if notice is not posted in a conspicuous place in Addie's Place, notice of each board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. If the Board desires to levy an Assessment at a meeting, the notice must include a statement describing the Assessment being considered. All meetings must be open to the Members, except for meetings permitted by law to be closed.

8.3 Recordkeeping. The Board shall keep, or cause to be kept, a record of all meetings of the Board and the Association. For each action taken, the record must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record must be available for inspection by any Member, except for records of closed meetings of the Board. Officers may be elected by the Board by secret ballot.

8.4 Fines. The Declarant may establish fines and determine the amount of same to be levied against Owners and Members for violations of this Declaration, the Guidelines or other Rules and Regulations. After turnover, the Board may appoint a committee of three (3) persons to perform the same functions. Establishment of fines shall be consistent with Florida statutory guidelines.

#### ARTICLE IX - ASSOCIATION BUDGET

The Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year. The fiscal year of the Association will begin January 1 of each year and end on December 31. The Board must prepare an annual budget for each fiscal year.

9.2 Budget. The Association will provide each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request of a Member at no charge. The copy must be provided within ten (10) business days of the request. The annual budget will estimate total expenses to be incurred by the Association in carrying out its responsibilities. The budget must include:

(a) The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;

(b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves;

(c) Fees for professional management of the Association (which may include Declarant), legal counsel, and accounting;

(d) Taxes, if the Common Property is taxed separately from the Lots;

(e) An estimate of revenues from the General Assessment.

9.3 Reserves. The Association may accumulate and maintain adequate reserves for working capital, contingencies, and replacements and such reserves may be included in the annual budget and

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collected as part of the annual General Assessment. Neither Declarant nor RWH shall be required to fund Reserves. Extraordinary expenses not originally included in the annual budget will be charged first against such Reserves. Except in the event of an emergency or in the case of an extraordinary expense, Reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of Reserves at the end of a fiscal year, such excess may, if so authorized by the Board, be used to reduce the General Assessments for the following year.

9.4 Capital Contributions. In the discretion of the Declarant or Board, those funds collected pursuant to Capital Contributions described in Article X, Section 10.1(a) & (b) may be used for special capital projects or Reserve account projects. The Declarant or Board may, but is not obligated to, use Capital Contributions for unpaid general annual budgeted expenses, in whole or part, by General Assessment collections in the fiscal year of the Capital Contribution collection.

9.5 Preparation and Approval of Annual Budget.

(a) Initial Budget. Declarant will prepare the first annual budget.

(b) Subsequent Years. Budgets other than the initial budget will be prepared at the direction of the Board at least one month before the end of the fiscal year. The budget and the General Assessment must be adopted by Board majority. The Board shall cause a copy of the proposed budget to be sent to Owners at least thirty (30) days prior to the Board Meeting at which the budget is to be adopted.

9.6 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release an Owner's obligation to pay a General Assessment whenever the amount of such General Assessment is finally determined. In the absence of an annual budget, the Owners of a Lot shall continue to pay the General Assessment at the rate established for the previous fiscal period until notified otherwise.

9.7 Financial Reporting. The Board shall prepare an annual financial report for the Association as required by Florida law within 60 days of the close of the fiscal year and either provide each Member with a copy of the report or a notice that a copy is available without charge.

9.8 Capital Improvements. The Board shall determine whether capital improvements should be paid from General Assessments, Reserves, Special Assessments or Capital Contributions. If the cost of all capital improvements to be paid within a single calendar year totals more than 25% of the Association's annual budget, the capital improvements must be approved by majority vote of the Members. For purposes of the preceding sentence, any repair or maintenance of existing improvements will not be considered a capital improvement.

9.9 Reserves and Other Association Funds. All sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund. Reserves shall be kept in a separate account.

9.10 Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the General Assessment for such year if it appears that there will be insufficient income to meet the obligations of the Association.

## ARTICLE X – COVENANTS TO PAY ASSESSMENTS AND CAPITAL CONTRIBUTIONS

The cost to fulfill the Association's financial obligations shall be divided by means of Assessments on a per Lot basis except that said costs that the Board determines are attributable to a specific Lot shall be allocated against that Lot as an Individual Lot Assessment, and Capital Contributions (hereafter "Assessment/Capital Charges"). To ensure that the Association has a reliable source of funds, and to protect those Owners who contribute their equitable share, Assessments/Capital Charges are mandatory and are secured both by a lien on the Lot and the Owner's personal obligation.

10.1 Obligation for Assessments/Capital Charges. Each Owner covenants and agrees to pay for each Lot owned, whether by acceptance of a deed or other transfer instrument, and regardless of the expression or lack thereof in the instrument, the following Assessments/Capital Charges which amounts, are subject to change:

(a) Initial Capital Contribution: equal to  $\frac{1}{4}$  of 1% of the Lot plus home purchase price (or home construction price including all Improvements related thereto in the case of a purchase of a Lot where the home/Improvements are to be constructed at a subsequent date, due and payable from and by the First Transferee from the Declarant or RWH at the time of the transaction closing. Where the home/Improvements are constructed separately subsequent to the purchase of the Lot, the required Capital Contribution shall be paid on completion of the home/Improvement. These funds may be used by the Association for general expenses or capital improvements. Any conveyance from Declarant to RWH is exempt from payment of an Initial Capital Contribution.

(b) Transfer Capital Contribution: equal to  $\frac{1}{4}$  of 1% of the Lot plus Improvements purchase price due and payable from and by subsequent transferees at the time of the transaction closing. If a Lot is transferred without Improvements, then when Improvements are constructed, the additional Transfer Capital Contribution applicable to the cost of construction of said Improvement shall be paid. These funds may be used by the Association for general expenses or capital improvements. The following transfers are not subject to the Transfer Capital Contribution: 1) mortgage or lien foreclosure; 2) transfer in lieu of mortgage or lien foreclosures; 3) creating a trust for the benefit of the then current Owner; 4) creating tenancy by the entireties; 5) pursuant to a divorce decree or other court order; 6) conveyances by Declarant to RWH or to other transferees granted an exemption by Declarant.

(b) General Assessments for expenses included in the Association annual budget;

(d) Special Assessments for the purposes provided in this Declaration; and

(e) Individual Lot Assessments for any charges particular to that Lot.

10.2 Declarant Exemption. Notwithstanding any provision that may be contained to the contrary in this Declaration, prior to completion of Turnover (the "No-Assessment Period"), neither Declarant nor RWH shall be liable for Assessments against Lots owned by the Declarant or RWH ("Exempt Lots"), provided that the Declarant or RWH shall during such No Assessment Period fund any deficit in Operating Expenses, exclusive of amounts to fund Reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit

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shall be computed by subtraction from said Operating Expenses (exclusive of the items described in the foregoing sentence) all assessments, Capital Contributions, income and other sums and income received or receivable by the Association. The deficit, if any, to be paid by Declarant pursuant to this Section shall be determined by looking at the period of deficit funding, with full accrual accounting but without regard to quarterly, annual or any other accounting or fiscal periods and without regard to inter-period allocations. The Declarant or RWH may at any time commence to pay Assessments to the Association for the Lots that they own and thereby automatically terminate their obligations to fund a deficit in the Operating Expenses of the Association at any time or from time to time elect again to fund deficits as aforesaid. When all Lots within Addie's Place are sold and conveyed to purchasers other than Declarant, RWH, or a Builder, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Should Declarant, in its sole discretion, elect to fund deficits caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, or make excess contributions over the totality of the deficit funding period, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The Declarant's rights under this Subsection 10.2 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

10.3 Equitable Division of Assessments. The General Assessments and Special Assessments shall be assessed among all Lots as follows:

The General Assessment and Special Assessment will be payable equally among Lots whether vacant or improved. Each assessed Lot will be subject to a sum equal to the respective General Assessment or Special Assessment divided by the number of all Lots. Pursuant to Paragraph 10.2 of this Declaration, Exempt Lots may be exempt from payment of such assessments.

10.4 General Assessments.

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

(b) Pro-ration Upon Sale of Exempt Lot. When an Exempt Lot is conveyed to an Owner subject to Assessments, only the portion of the fiscal year following the transaction closing shall the General Assessment be assessed on a daily prorated basis.

(c) Late Fee and Interest. The Board may impose a late fee for delinquent payments. Late fees shall be the maximum amount allowed by Fla. Statute Chapter 720.3085 (3)(a) as may be amended from time to time. Additionally, interest will accrue at eighteen percent (18%) per annum on delinquent amounts.

10.5 Special Assessments. In addition to the General Assessments, the Board may levy, in any fiscal year, a Special Assessment applicable as follows) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration) Emergency Special Assessment. By a 2/3 vote, the Board may impose a 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,

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any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

(a) Exemption. Exempt Lots will not be subject to Special Assessments declared while an Exempt Lot and will not be subject even if the exemption is lost prior to the date the Special Assessment is payable in whole or part.

10.6 Individual Lot Assessments. The Association may levy an Individual Lot Assessment against an individual Lot for the purpose of defraying, in whole or in part, the cost of any special services, costs or expenses attributable to that Lot, which charges are permitted by this Declaration. An Individual Lot Assessment may be levied on account of any legal expenses (trial or appeal) and or costs incurred by the Declarant, Association and or ARC in satisfying its obligations under an easement or in enforcing this Declaration, Rules and Regulations or Guidelines or in collecting fines or damages attributable to a specific Lot or Lot Owner.

10.7 Effect of Nonpayment of Assessments or Capital Contributions: Remedies

(a) Personal Obligation. All Assessments/Capital Charges, together with any late fees, interest, and costs of collection when delinquent, including reasonable attorneys' fees and court costs at trial or appeal, shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment/Capital Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment/Capital Charge by abandonment of the Lot) Creation of Lien. The Assessment/Capital Charge also shall be a continuing lien on the Lot against which the Assessment/Capital 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/Capital Charge that is then due and any 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/Capital Charge is subject to the subordination provisions of this Article.

(b) Lawsuit for Payment: Foreclosure of Lien. The Association may bring an action at law or equity against the Owner personally obligated to pay the Assessment/Capital Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of all the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot) Subordination of the Lien to Mortgages. The lien of the Assessment or Capital Contribution charge will be inferior to the first mortgage lien of any Mortgagee. The liability of the first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: 1) the parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or 2) one percent of the original mortgage debt.

(c) Other Remedies. To the fullest extent permitted by law, the Association may assess fines and suspend the voting rights and right to use of the Common Property by an Owner for any period during which any Assessment/Capital Charge against the Owner's Lot remains unpaid.

10.8 Certificate of Payment. The treasurer or manager of the Association, upon request of any 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/Capital Charges are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment/Capital Charge through the date of the certificate.

#### ARTICLE XI - INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various 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 become available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

11.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once every three (3) years.

11.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at 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 80% of the insurable value (based upon replacement) of the Improvements constructed on the Common Property.

11.3 Public Liability and Property Damage. The Board shall obtain public liability and property damage 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 Common Property and the activities of the Association as permitted by this Declaration. 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 an Owner because of negligent acts of the Association, the Board, or other Owners. Such insurance must always name Declarant as an additional insured until 25 years after the date of this Declaration.

11.4 Director 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.

11.5 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.

11.6 Repair and Reconstruction after Casualty. If casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise its prompt repair and restoration. The Board shall obtain funds for such reconstruction first from any insurance proceeds, then from any Reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and Reserves.

11.7 Indemnity of Declarant. In consideration of Declarant conveying the Common Property, or portion thereof, to the Association, the Association releases, indemnifies, and shall defend and hold Declarant, its officers, employees, related entities and agents harmless from any and all liability arising out of the Common Property or construction thereon and shall defend Declarant against all claims of any third party. Such indemnity and defense shall include attorneys' fees and costs incurred by Declarant at trial and on appeal. Declarant shall have the right to choose its own attorney(s).

## ARTICLE XII - GENERAL PROVISIONS

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

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

12.2 Release From Minor Violations. Without liability, Declarant, Association and or the ARC, shall have the right at any time, by written instrument recorded in the Public Records to release a Lot from minor violations of this Declaration, Guidelines or applicable Rules and Regulations including, without limitation (1) encroachments into easements, (2) encroachments over building restriction lines, and (3) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 90% of the required minimum.

12.3 Enforcement This Declaration, Rules and Regulations and Guidelines may be enforced by Declarant, Association, any Owner and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The ARC may enforce this Declaration, Rules and Regulations or Guidelines as same relate to architectural, landscaping and or construction matters. The failure by any party to enforce any matter permitted herein shall in no event be deemed a waiver of such matter or of the right of such party to thereafter enforce such matter. Any of the named parties being the prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

**Any dispute arising pursuant to benefits and obligations contained in this Declaration, Guidelines, Rules and Regulations or arising from the sale of Lots by Declarant to Owners, shall be determined by a judge and not a jury, with venue solely being in the First Judicial Circuit Court in and for Okaloosa County, Florida. All Owners specifically waive their right to a jury trial in any litigation arising out of this Declaration, Guidelines, Rules and Regulations or arising from the sale of Lots by Declarant to Owners. In the event the Declarant, Association or ARC is a prevailing party and incurs attorney's fees and costs in enforcing this Declaration, Guidelines, Rules and Regulations or arising from the sale of Lots by Declarant to Owners, those costs may be made a part of any judgment against the non-prevailing party and same shall be a personal obligation of the Owner and an Individual Lot Assessment. Prior to initiating any litigation, the parties shall submit their dispute(s) to non-binding mediation)**

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The Northwest Florida Water Management District will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the AP Stormwater system. Easement Grantors as well as beneficiaries of easements to which the Land is subject have the right to enforce by proceedings at law or in equity, the provisions contained in easements where they are the Grantor and Declarant is Grantee, where they are the Grantee and Declarant or a predecessor of Declarant is Grantor and where Declarant has assigned said easement rights and obligations to Association. The Declarant, or the BWB Stormwater System Manager, as the case may be, have the right to enforce by proceedings at law or in equity, the provisions contained herein related to the BWB Stormwater System.

**12.4 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS DECLARATION AND THE SALE OF ANY LOT FROM DECLARANT, OR ITS SUCCESSORS AND ASSIGNS, TO AN OWNER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS DECLARATION.**

12.5 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.

12.6 Notices. Notices shall be given as to Owners by sending first class postage prepaid mail to the Owner's address maintained by the Association, and as to Declarant, by sending certified mail to the address of Declarant filed with the Florida Secretary of State.

12.7 Amendment.

(a) Subject to the provisions of Paragraph 12.8, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Lots, to amend this Declaration without the consent or joinder of any party to (1) conform to the requirements of the Florida Department of Environmental Protection or other governmental agency, 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; (2) conform to the requirements of mortgage lenders or title insurance companies; or (3) perfect, clarify, or make internally consistent the provisions herein.

(b) Subject to the provisions of Paragraph 12.8, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, so long as any Owner's right to the use and enjoyment of their Lot or of Common Property and any third party's rights granted herein are not materially altered.

(c) Subject to the provisions of Paragraph 12.8, this Declaration may be amended by consent of Owners of seventy-five percent (75%) or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records, provided that no such amendment will be

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effective without the consent of Declarant until Declarant owns no Lots or other property within Addie's Place and provided that no such amendment may alter the provisions related to BWB Stormwater System, the Perimeter Fencing, the Perimeter Retaining Wall, the Lake Parcel Easement, the Rear Setback Easement and Retention Pond Easement.

(d) Declarant, without the consent of any party other than the present owner of the land to be annexed, may bring within the scheme of this Declaration additional land by Supplementary Declaration in accordance with the procedures set forth within this Declaration.

(e) Any amendment to the Declaration that would alter the AP Stormwater System, beyond maintenance in its original condition, including the stormwater management portions of the Common Property, must, if required by applicable laws, have the prior approval of the Northwest Florida Water Management District, Florida Department of Environmental Protection and Okaloosa County.

12.8 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 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 5 or more of the 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 30 days after the request is received. If a Mortgagee does not respond within such time, 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 Paragraph shall not apply or be construed as a limitation on those rights of Declarant, the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

12.9 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.

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

12.11 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, Rules and Regulations and or Guidelines 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

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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 increases 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.

12.12 Duration and Renewal. This Declaration (but excluding the easements herein created or incorporated, or assigned to the Association, which by their terms are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 50-year period or one year before the final year of 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 at least 75% of all Owners and all Mortgagees, upon which event this Declaration shall be terminated as of the 1st day of January of the year following the year in which such instrument was recorded, as the case may be.

12.13 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Owners holding at least seventy-five percent (75%) of the total Class "A" notes in the Association, and so long as Declarant owns one or more Lots, the written consent of Declarant. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of Governing Documents (including the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to property taxation; (d) counter claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods and services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

12.14 Fair Housing Amendments Act of 1988. This Declaration, the Articles, the Bylaws, and any Rules of the Association shall be subordinate to and interpreted and applied in a manner so as to be consistent with 42 U.S.C. §3601, et seq.

12.15 NOTICES AND DISCLAIMERS.

(a) CONSTRUCTION ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF ADDIE'S PLACE ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, RWB, BUILDERS, THE ASSOCIATION, OR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF ADDIE'S PLACE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE

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DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREBUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO ADDIE'S PLACE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION, (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF ADDIE'S PLACE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF ADDIE'S PLACE.

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.

(c) ANY PROVISIONS OF THIS DECLARATION OR ANY OTHER ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

(d) WATER BODIES AND WILDLIFE. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE.

(e) CRACKING, STAINING, CHIPPING, AND FADING OF CONCRETE AND ASFALT OCCUR BOTH NATURALLY AND AS PART OF THE DEVELOPMENT AND CONSTRUCTION PROCESS. NEITHER DECLARANT NOR RWH SHALL BE HELD RESPONSIBLE FOR ANY SUCH CRACKING, STAINING, CHIPPING OR FADING.

### ARTICLE XIII – THE AP STORMWATER SYSTEM

13.1 Stormwater Management System and Stormwater Discharge Facility. The Association, or its designee, shall operate and maintain the AP Stormwater System and stormwater discharge facility as

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exempted or permitted by Okaloosa County and the State of Florida and as initially constructed by Declarant in conformance to then applicable stormwater regulations and the stormwater management plan (the "Plan") that was included in the documents presented by Declarant to Okaloosa County in connection with obtaining the Development Order for Addie's Place subdivision.. The Association shall establish rules and regulations, assess Members and contract for services to operate and maintain the system. Said operation of the stormwater management system and discharge facility shall be as follows:

(a) The Association shall operate, maintain and manage the AP Stormwater System in a manner consistent with the requirements of NFWFMD Permit No. IND-091-298266-1 and applicable NFWFMD and Florida Administrative Code and Okaloosa County Rules, and shall enforce the restrictions and covenants contained herein. Maintenance of the AP Stormwater System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the NFWFMD and Okaloosa County and as contemplated by the Plan. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved, by the NFWFMD.

(b) Each Lot shall be a part of the AP Stormwater System, which requires stormwater retention areas to be designated, constructed, and maintained by the Association, and operated in accordance with the Plan and the regulatory requirements of Okaloosa County and the State of Florida; and requires that Owners of a Lot construct Improvements and install and maintain landscaping in compliance with the Plan and the requirements described in Section 13.1(a) above. Each Owner is hereby prohibited from:

- (1) altering, modifying, disturbing or doing any act which interferes with the stormwater retention facilities.
- (2) using the area beneath their home for stormwater retention or detention.
- (3) allowing stormwater to discharge or run off their Lot unless approved by Declarant, Association, or the ARC to connect to the subdivision discharge facility.

(c) There shall be assessed by the Association as set forth herein, on each Lot Owner, a pro-rated assessment in the amount required to maintain, repair, and meet the expenses and costs of the AP Stormwater System, including, but not limited to, the expenses of repair, maintenance, and when necessary, the replacement of the drainage system, the stormwater system, the pond and any component of such system regardless of their location.

(d) NFWFMD or other regulatory authorities may have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the AP Stormwater System.

(f) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the AP Stormwater System and the BWB Stormwater System must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C., and NFWFMD Applicant's Handbook Volume 1, Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.

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(h) Each Owner, at the time of construction of their building or structure, shall comply with the construction plans for the AP Stormwater System approved and on file with NFWWMD and as may be approved by the ARC.

13.2 Drainage Easements. A blanket non-exclusive easement and right to go on, over, under and through the ground within Addie's Place to maintain and to correct drainage of surface water and other erosion controls is established in favor of Declarant and Association. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements or for the effective operation of the AP Stormwater System. The Declarant or Association, as applicable, shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. This easement may be exercised by the Declarant or the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use for stormwater management, flow, retention, storage or treatment. No such area shall be altered and no Improvements shall be placed or allowed to be placed or to remain in such areas without the prior written approval of the Declarant, Association or ARC.

13.3 Right to Transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to transfer and convey to Okaloosa County or to any other appropriate entity which complies with Rule 62-330.310, F.A.C., and NFWWMD Applicant's Handbook Volume 1, Section 12.3, as approved by NFWWMD, any of the AP Stormwater System.

[Signatures appear on next page]

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IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions, Restrictions and Easements for Addie's Place to be executed the day and year first above written.

WITNESSES:

Adrienne Lynn Ashley  
Printed: Adrienne Lynn Ashley

KENNETH BERICK  
Printed: KENNETH BERICK

AP Niceville Development LLC, a Florida limited liability company

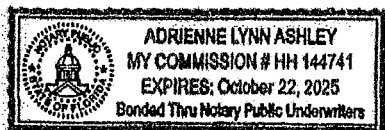
By: [Signature]  
Print Name: Russell D. Aldrich  
Its: Chief Financial Officer

STATE OF FLORIDA  
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of February, 2023, by Russell D. Aldrich, Chief Financial Officer of AP NICEVILLE DEVELOPMENT LLC. Such persons did not take an oath and:  
(Notary must check applicable box)

- are personally known to me.
- produced current \_\_\_\_\_ driver's licenses as identification.
- produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



Adrienne Lynn Ashley  
Signature of Notary

Adrienne Lynn Ashley  
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): \_\_\_\_\_

My Commission Expires (if not legible on seal): \_\_\_\_\_

BK: 3663 PG: 3722

CONSENT AND JOINDER

The undersigned, as the owner and holder of that certain Mortgage recorded at Official Records Book 3583, Page 3671 as modified or amended, of the public records of Okaloosa County, Florida, hereby joins in and consents to this Declaration of Covenants, Conditions, Restrictions and Easements for Addie's Place to be recorded in the public records of Okaloosa County, Florida.

IN WITNESS WHEREOF, the undersigned sets its hand and seal as of this 22<sup>nd</sup> day of February, 2023.

Signed, sealed and delivered in the presence of:

United Bank

Bobbi Jo McNeil  
Print Name Bobbi Jo McNeil

Marcote Hunt  
Print Name Marcote Hunt

By: Jerry E. Burden  
Name Jerry E. Burden  
Its: Senior Vice President

STATE OF FLORIDA  
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22<sup>nd</sup> day of Feb., 2023 by Jerry E. Burden, as Sr. Vice President for United Bank. He or She is  personally known to me or  produced as identification.

{Notary Seal must be affixed}

Karen J Bennett  
Notary Public, State of Florida  
My Comm. Exp. December 10, 2023  
Commission No. GG921841

Karen J. Bennett  
(Signature of Notary)  
Karen J. Bennett  
(Print Name of Notary Public)  
Notary Public, State of Florida  
My Commission Expires: 12/10/2023  
Commission No.: GG921841