

Certificate Recording the "GOVERNING DOCUMENTS" of the  
**Yellow River Ranch Homeowners Association, Inc.**

I, Garrett W. Walton, President of the Yellow River Ranch Homeowners Association, Inc., a Florida not for profit corporation, on behalf of said corporation, and in compliance with Florida Statute §720.303(1), do hereby attached hereto for recording in the Official Records of Santa Rosa County (the County wherein the community of Yellow River Ranch (with which the aforesaid association is associated) is located) the following Governing Documents (as defined in Florida Statute §720.301(8)), as they exist as of date hereof:

- "Declaration of Covenants, Conditions and Restrictions for Yellow River Ranch, Phase 1," previously recorded at O.R. Book 3944, Page 1078, of the Public Records of Santa Rosa County, Florida.
- Electronic "Articles of Incorporation for Yellow River Ranch Homeowners Association, Inc." filed with the Florida Secretary of State on May 14, 2019, and assigned document number N19000005323.
- Articles of Amendment to Articles of Incorporation of Yellow River Ranch Homeowners Association, Inc. filed with the Florida Secretary of State on January 23, 2020, under document number N19000005323.
- Bylaws of the Yellow River Ranch Homeowners Association, Inc., dated 10/30/21, consisting of 12 consecutively numbered pages (2 index pages and 10 pages following).
- "Architectural Guidelines for Yellow River Ranch," dated October 29, 2021, and consisting of a cover page, two page index and 12 subsequently numbered pages.
- Record Plat of "Yellow River Ranch, Phase 1," recorded in Plat Book 13, Pages 10 and 11, in the Public Records of Santa Rosa County, Florida.

Yellow River Ranch Homeowners Association, Inc.  
By: Garrett W. Walton  
Garrett W. Walton, Its President

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of November, 2021, by Garrett W. Walton, as the President of the Yellow River Ranch Homeowners Association, Inc., a Florida not for profit corporation on behalf of Yellow River Ranch Homeowners Association, Inc., who is personally known to me or who has produced drivers license as identification.

Notarial Seal



Holly Butts  
Notary Public, State of Florida  
My commission expires: 7/18/22

File # 202020134 OR BK 3944 Pages 1078 RECORDED 04/29/20 at 01:49 PM Donald C. Spencer, Clerk Santa Rosa County, Florida DEPUTY CLERK JJ Trans #970085

3/18/2020

**Declaration of Covenants, Conditions and Restrictions,**

**For**

**Yellow River Ranch, Phase 1**

Being a portion of Sections 16 and 21,  
Township 1 North, Range 27 West,  
Santa Rosa County, Florida

Prepared by and return to:  
Garrett W. Walton  
2605 Semoran Drive  
Pensacola, FL 32503

PLAT BOOK 18 PAGES 10-11

# EXHIBIT A

## Legal Description of Yellow River Ranch, Phase 1

BEGIN AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP-1-NORTH, RANGE-27-WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 02 DEGREES 44 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 21 FOR A DISTANCE OF 1319.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE GO SOUTH 02 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 21, FOR A DISTANCE OF 870.54 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 21 GO NORTH 87 DEGREES 19 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 238.94 FEET TO A POINT ON A CURVE BEING CONCAVE EASTERLY; THENCE GO SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY AND TO THE LEFT HAVING A RADIUS OF 870.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 42 MINUTES 25 SECONDS FOR AN ARC DISTANCE OF 43.35 FEET (CHORD BEARING: SOUTH 13 DEGREES 27 MINUTES 03 SECONDS WEST, CHORD DISTANCE: 43.34 FEET) TO A POINT OF REVERSE CURVATURE; THENCE GO SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 830.00 FEET THROUGH A CENTRAL ANGLE OF 24 DEGREES 03 MINUTES 13 SECONDS FOR AN ARC DISTANCE OF 222.50 FEET (CHORD BEARING: SOUTH 03 DEGREES 16 MINUTES 39 SECONDS EAST, CHORD DISTANCE: 220.87 FEET) TO A POINT OF REVERSE CURVATURE; THENCE GO SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 835.00 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 16 MINUTES 38 SECONDS FOR AN ARC DISTANCE OF 91.73 FEET (CHORD BEARING: SOUTH 04 DEGREES 38 MINUTES 38 SECONDS WEST, CHORD DISTANCE: 91.85 FEET) TO A POINT; THENCE GO NORTH 87 DEGREES 01 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 582.87 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE GO NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 09 MINUTES 29 SECONDS, FOR A DISTANCE OF 43.94 FEET (CHORD BEARING: NORTH 15 DEGREES 59 MINUTES 41 SECONDS EAST, CHORD DISTANCE: 43.53 FEET) TO THE POINT OF REVERSE CURVATURE; THENCE GO NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 543.50 FEET THROUGH A CENTRAL ANGLE OF 41 DEGREES 04 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 389.55 FEET (CHORD BEARING: NORTH 02 DEGREES 27 MINUTES 35 SECONDS WEST, CHORD DISTANCE: 381.27 FEET) TO A POINT; THENCE GO SOUTH 87 DEGREES 00 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE GO NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND TO THE LEFT HAVING A RADIUS OF 483.50 FEET THROUGH A CENTRAL ANGLE OF 28 DEGREES 04 MINUTES 09 SECONDS FOR A DISTANCE OF 236.87 FEET (CHORD BEARING: NORTH 37 DEGREES 01 MINUTES 40 SECONDS WEST, CHORD DISTANCE: 234.51 FEET) TO A POINT; THENCE GO NORTH 59 DEGREES 09 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 204.08 FEET TO A POINT; THENCE GO NORTH 30 DEGREES 50 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 123.01 FEET TO A POINT; THENCE GO NORTH 02 DEGREES 41 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 449.98 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY; THENCE GO WESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND TO THE RIGHT HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 36 MINUTES 41 SECONDS FOR A DISTANCE OF 83.47 FEET (CHORD BEARING: NORTH 83 DEGREES 23 MINUTES 44 SECONDS WEST, CHORD DISTANCE: 83.43 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 80 DEGREES 05 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 152.87 FEET TO A POINT; THENCE GO NORTH 02 DEGREES 41 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 128.28 FEET TO A POINT; THENCE GO NORTH 87 DEGREES 19 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 194.90 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE GO NORTH 02 DEGREES 47 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21, FOR A DISTANCE OF 948.80 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE GO SOUTH 87 DEGREES 21 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SECTION 21 FOR A DISTANCE OF 842.30 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE OF SECTION 21 GO NORTH 03 DEGREES 28 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 121.24 FEET TO A POINT BEING THE SOUTH RIGHT-OF-WAY LINE OF ANTIETAM ROAD (50' PUBLIC R/W); THENCE GO SOUTH 87 DEGREES 21 MINUTES 28 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 85.00 FEET TO A POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SHILOH ROAD (50' PUBLIC R/W); THENCE GO NORTH 02 DEGREES 32 MINUTES 33 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF SHILOH ROAD FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE GO SOUTH 87 DEGREES 21 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 5.00 FEET; THENCE GO SOUTH 02 DEGREES 32 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 140.81 FEET TO A POINT; THENCE GO SOUTH 03 DEGREES 28 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 190.78 FEET TO A POINT BEING ON THE NORTH LINE OF SECTION 21; THENCE GO SOUTH 87 DEGREES 21 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE OF SECTION 21 FOR A DISTANCE OF 281.18 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LYING IN SECTION 16 AND 21, TOWNSHIP-1-NORTH, RANGE-27-WEST, SANTA ROSA COUNTY, FLORIDA, CONTAINS 56.69 ACRES MORE OR LESS.

*AWW*

3/18/2020

**Declaration of Covenants, Conditions and Restrictions,**

**For**

**Yellow River Ranch, Phase 1**

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**EXHIBIT B - Delineation of Operations and Maintenance Responsibilities**

COPIED

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**Declaration of Covenants, Conditions and Restrictions,**

**For**

**Yellow River Ranch, Phase 1**

THIS DECLARATION, is made this 31st day of March, 2020, by YRR, LLC, a Florida limited liability company ("Declarant").

**WITNESSETH:**

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

Yellow River Ranch, Phase 1, a 104 lot single family subdivision, being a portion of Sections 16 and 21, Township 1 North, Range 27 West, Santa Rosa County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as if set forth in full herein, the Plat of which said Yellow River Ranch, Phase 1, is being recorded contemporaneously herewith in the Public Records of Santa Rosa County, Florida

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

**ARTICLE I – DEFINITIONS**

Unless otherwise specified, the following words, terms, phrases and acronyms shall be defined, for purposes of this Declaration, as follows.

**Section 1.** "ARC" shall mean and refer to the Architectural Review Committee, more completely defined in Article III of this Declaration.

**Section 2.** "Association" shall mean and refer to the Yellow River Ranch Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**Section 3.** "Builder" shall mean any person or entity acquiring Lot(s) in the Subdivision for the purpose of constructing homes for sale to costumers in the ordinary course of business.

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Section 4. **“Common Area”** shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) owned or leased by, or dedicated to, the Association from time to time for the common use and enjoyment of the Owners. The Common Areas to be owned initially by the Association are being conveyed by Declarant to the Association as a part of this declaration, are more particularly described in Article VI hereof, and are subject to the easements, covenants, conditions and restrictions set forth herein.

Section 5. **“Community”** includes: (i) The real property described on Exhibit A that is the primary subject of this Declaration; (ii) The real property, including undeveloped phases, that is owned by Declarant and is the subject of the approved Santa Rosa County Planned Unit Development order referenced in Santa Rosa County Ordinance 2009-08 relating to Yellow River Ranch (the “PUD”); and, (iii) Any approved modifications thereto. While development of future phases as contemplated by the PUD is, in good faith, contemplated by Declarant with the same or similar easements, covenants, conditions and restrictions as set forth in this Declaration, nothing contained in this Declaration is intended to, nor shall it in any way be construed or interpreted, whether by inference or in any other manner, that any such other real property owned by Declarant (other than this Subdivision) is encumbered by, or subject to, this Declaration without further recordings by Declarant in the Public Records of Santa Rosa County specifically annexing a part or all of such real property and setting forth any modifications to this Declaration that Declarant expressly makes applicable thereto.

Section 6. **“Declarant”** shall mean and refer to YRR, LLC, a Florida limited liability company, c/o Garrett W. Walton, 2605 Semoran Drive, Pensacola, Florida 32503, its successors and assigns.

Section 7. **“Declaration”** shall mean and refer to this document, and any modification(s) hereto.

Section 8. **“Lake”** shall mean and refer to that certain Common Area denominated as “(private) Common Area ‘L’” on the Plat.

Section 9. **“Lot”** shall mean and refer to each and all of the numbered Lots shown on the Plat of the Subdivision.

Section 10. **“Owner”** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot in the Subdivision, including Declarant, Builders and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. **“Plat”** shall mean and refer to the Plat of Yellow River Ranch, Phase 1, which is being recorded in the public records of Santa Rosa County, Florida, contemporaneously herewith, all as more particularly referenced in the preamble hereof.

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Section 12. "SMS" shall mean and refer to the stormwater management system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, of the Florida Administrative Code.

Section 13. "Subdivision" shall mean and refer to Yellow River Ranch, Phase 1, a subdivision situated in Santa Rosa County, Florida, according to the Plat.

Section 14. "WMD" shall mean and refer to the Northwest Florida Water Management District, an Agency of the State of Florida.

**ARTICLE II – MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. **Membership Classes.** Initially, the Association shall have two classes of voting membership:

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

**Class B.** The only Class B member shall be the Declarant, which shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the following:

- (i) Three months after 90% of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Owners (other than the Declarant); or
- (ii) On the first day of January occurring 20 years after the date of recording the Plat; or
- (iii) When, at its discretion, Declarant records in the public records of Santa Rosa County, Florida, an instrument terminating the Class B membership.

Notwithstanding the above however, if, under any circumstance(s), after conversion of the Class B membership to Class A membership, there are additional lots annexed (e.g., an undeveloped, or future, phase of the Community is developed) with the results that 90% of the

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vote outstanding in the Class A membership would equal or exceed the total votes outstanding in the Class B membership if there were then a Class B membership, the Class B membership shall be thereupon reinstated, and continue, until the first to occur of the following:

- (a) Three months after 90% of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Owners; or
- (b) On the first day of January occurring 20 years after the date of recording the plat which included the land that was annexed; or
- (c) When, at its discretion, Declarant records in the public records of Santa Rosa County, Florida, an instrument terminating the Class B membership.

**ARTICLE III – ARCHITECTURAL CONTROL**

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

Whenever an Architectural Review Representative has been appointed by the ARC, the Architectural Review Representative shall, while so serving, have all the powers, authorities, responsibility and prerogatives of the ARC.

No land clearing, grading, land disturbance, filling or the like is permitted on any lot until the Owner: (1) has obtained final construction plan approval from the ARC; and (2) is prepared to commence construction immediately (e.g., all required permits are in hand; any required financing is in place; etc.).

**Section 2. Architectural Review Committee Membership.** The ARC shall consist of three (3) members, who shall originally be Garrett W. Walton, Robert B. Montgomery and Hugh E. Jones. Upon occurrence of a vacancy on the ARC, or in the event a member of the ARC cannot or does not continue to serve, then a new member of the ARC, who need not be an Owner, shall be appointed to serve. Appointment of a new member to the ARC shall be made by the members then serving on the ARC, and if there be no members then serving on the ARC, new members of the ARC shall be appointed by the Declarant. The members of the ARC shall not be entitled to

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any compensation for services performed pursuant to this declaration; provided, however, that the ARC shall have the right to charge a reasonable review and inspection(s) fee (not to exceed \$400 in 2020) for review of plans and specifications, and any inspections during construction, submitted in accordance with this Article.

Any such fee may be used by the ARC to reimburse it for its out-of-pocket expenses, including employment of any professional advisors and/or an Architectural Review Representative, and for any inspections during construction, with any excess fees periodically (as determined by the ARC, but not less often than annually) turned over to the Association to thereafter be applied for the benefit of the Association's annual assessment budget. All decisions of the ARC shall be by majority vote, or by an Architectural Review Representative selected by majority vote of the ARC. Decisions of the ARC shall be based upon the uniform application of such reasonable standards as are consistent with an upscale single family residential subdivision, such standards to include, among other things, the harmony of external design (including roof style, pitch, material and color), chimney, exterior siding (material and color), Lot grading and elevation, relationship with any roadside swales, windows and trim, shutters (color and style), doors, exterior lighting, garage doors, location in relation to surrounding structures, topography, Lot boundaries and road right of ways, the type, kind and character of building, structure and other improvements, and aesthetic qualities in general. The ARC may, from time to time, promulgate "Architectural Guidelines," and prospective owners should inquire of same by contacting the ARC as follows: Yellow River Ranch Architectural Review Committee, Attention: Garrett W. Walton, 2605 Semoran Drive, Pensacola, Florida 32503, (850) 554-6016 and [Garrett@HeronsForest.com](mailto:Garrett@HeronsForest.com).

**Section 3. Construction Plans.** All construction plans shall be thorough and complete; include all elevations; reflect all exterior material types, design and color; and shall be accompanied by a complete landscape plan for the entire Lot. Construction plans which are not thorough or complete may, at the sole discretion of the ARC, be rejected in whole or in part.

**Section 4. Builders.** Notwithstanding anything contained herein to the contrary, the ARC shall have the right to establish, and implement, such expedited and abbreviated architectural review procedures, including the submittal of less materials (e.g., color samples, etc.) than that required of others, to Builders, provided any such expedited and abbreviated review procedure does not diminish the review standard of consistency with an upscale single family residential subdivision as elaborated upon in Section 2 of this Article III. Notwithstanding any other provision of this Declaration to the contrary, the ARC is also authorized to allow Builders to undertake reasonable and tasteful on site promotional and marketing measures in and around the Subdivision during the period(s) that Builders are constructing, or actively marketing, homes for sale in the Subdivision.

**Section 5. Inspection During Construction and Prior to Occupancy.** The ARC shall have the right to inspect the Owner's property and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and

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approved by the ARC. Failure of an Owner to carry out construction in accordance with the provisions of this Article III, shall, among other things, subject such Owner to:

- (i) the sanctions provided for in Article VIII, Section 1; and/or
- (ii) a suit at law for monetary damages, or, in equity to stop or prevent any violation or occupancy, or both.

**Section 6. Assignment to the Association.** The Declarant shall have the power, through a duly recorded written instrument, to assign all or any part of the duties and obligations of the Architectural Review Committee to the Association. In such event, the Association shall thereafter determine how to best discharge the assigned duties and obligations, including creation of another Architectural Review Committee with such powers and duties consistent with such assignment and this Declaration, as the Association deems appropriate.

#### **ARTICLE IV – RESTRICTIONS AND COVENANTS**

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

**Section 1. Residential Use.** All Lots shall be used and occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office specifically authorized by the ARC; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons or others would routinely visit.

In addition, no Owner may rent or lease a Lot, or the improvements located thereon, for any period of time less than six months. An Owner may rent or lease all (but not less than all) of a Lot and the improvements located thereon to a single family unit for a minimum period of six months; provided, however, the Owner shall provide the Association at least fourteen (14) days prior written notice of the name and address of the tenant; the effective date of such rental agreement or lease; a copy of the rental agreement or lease (which must contain an affirmative covenant by the proposed tenant to abide by this Declaration, any Architectural Guidelines and any and all other rules and regulations of the Association); continuing contact information (address, telephone number, email address, fax number, etc.) for

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the Owner; and such other information as the Association might reasonably require. Notwithstanding such six months or longer rental or lease of a Lot by an Owner, the Owner shall continue to be personally responsible for compliance with all obligations under this declaration, any Architectural Guidelines and any and all other rules and regulations of the Association. In the event of any sublease of a Lot (or any improvements located thereon), this paragraph shall apply not only to the Owner but to the Owner's lessee and any and all subleases.

No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family structure with a garage attached to the main structure (or a detached garage in conformity with architectural design of the residential structure) for at least two (2) vehicles (mandatory); and a pool, a detached gazebo, guest house, and/or such other out structures as might be approved by the ARC. No such permitted detached structure may be occupied prior to completion of construction of the residential structure and shall, in all cases, be designed in conformity with the architectural design of the residential structure. Notwithstanding the foregoing, a Builder may, with the prior approval of, and within guidelines established by, the ARC, construct one or more houses within the Subdivision which may be used by the Builder as a model home, sales center or part of its inventory of houses for sale.

**Section 2. Height, Minimum Square Footage and Setbacks.** The main residential structure constructed on any Lot shall not exceed two stories in height, or 35', whichever is greater, and shall contain the minimum square footage set forth below:

	<i>Minimum overall square footage</i>
All Lots approximating 50' in width (sometimes herein referred to simply as 50' Lots)	1,400 square feet
All other Lots	2,000 square feet

Residential structures of more than one story shall have a minimum ground floor area as approved by the ARC on a case by case basis. All residential structures shall be set back 4' from side Lot lines, and any Lot fronting on Yellow River Ranch Road shall be set back 25' from the right of way of same. Other front and rear residential structure setbacks, side street setbacks and setbacks for detached garages and other permitted structures, shall be as approved on a case by case basis by the ARC. Waiver of any of the fixed setback requirements is hereby granted for unintentional violations which do not exceed the "applicable amount" (defined in the next sentence) of the particular setback distance in question without ARC approval. The "applicable amount," as that phrase is used in the preceding sentence, shall be 20% for 50' Lots and 1' for all other Lots. Additional waivers of the preceding setback requirements (and those contained on the Plat) shall require the approval of the ARC. In the event the setbacks herein provided for are different than indicated upon the Plat, the setbacks set forth herein shall govern.

**Section 3. Determination of Square Footage.** The minimum square foot area of the main residential structure shall be determined by multiplying the outside length and width dimensions of each story of the structure, except that garages, open porches, patios, terraces, pools and

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permitted detached structures shall not be taken into account in calculating the minimum square foot area required.

**Section 4. Foundation.** The finished floor elevation of the main Residential structure shall be a minimum of 2' above the highpoint of the roadway paving of the street on which the residential structure faces, or if none, on the alley at the rear of the residential structure.

**Section 5. Landscaping.** Prior to occupancy, the entire Lot (including any area located in road right-of-ways between the Lot lines and adjacent street curbs) shall be completely landscaped, sodded and irrigated by an automatic irrigation system, all pursuant to ARC promulgated Architectural Guidelines. The entire Lot (including any area located in road right-of-ways between the actual Lot line and adjacent street curbs), drives and landscaping must be diligently, properly and neatly maintained and kept clean at all times.

**Section 6. Exterior Materials.** Acceptable exterior materials include brick (and most other types of masonry), hardiboard and stucco, with use of the others being acceptable for trim. With the exception of soffits, vinyl is not allowed.

A brick knee wall around the entire exterior of the house, pursuant to ARC guidelines, is required.

**Section 7. Clotheslines.** Outside clotheslines shall not be permitted on any Lot.

**Section 8. Temporary Structures.** No trailer, house trailer, motor home, basement, tent, garage or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. No building that is unfinished on the exterior, or that is not completely landscaped and completely irrigated, shall be occupied.

**Section 9. Lot Drainage.** As a part of the subdivision design process, Declarant has developed a Santa Rosa County approved master drainage plan for the subdivision. The master drainage plan information is contained on the approved construction plans for the subdivision, copy of which may be viewed or obtained from the Santa Rosa County Development Services Department, 6051 Old Bagdad Highway, Suite 202, Milton, Florida, or from Declarant. All Owners shall comply with the provisions of the Santa Rosa County approved master drainage plan for the subdivision.

Four feet along the side lot lines are subject to having side yard swales constructed within them (either by a builder constructing a house, or subsequently by Owner(s)). Owners shall not undertake activities that limit the function of any such side yard swales, which may be required for many lots in the Subdivision. Privacy fences over such swales shall be constructed with sufficient clearance so as not to impede the free flow of storm water (or debris which might tend to obstruct the free flow of storm water) in such swales.

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**Section 10. Garages and Parking.** Every residential structure shall include, at a minimum, a two car garage and, on its Lot, and sufficient other provisions to accommodate a total of 4 additional parking spaces for cars and other similar vehicles, without taking into account adjacent right of ways. Cars, trucks, off-the-road vehicles, golf carts, jeeps, beach buggies, boats, campers, trailers, motorhomes, recreational vehicles, vans, motorcycles, motorbikes, tractors, mowers, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus shall not be parked or stored anywhere on a Lot, adjacent right of ways, or Common Areas, temporarily or permanently, except in garages, driveways (but not in adjacent right of ways), approved parking spaces or substantially enclosed or camouflaged from view from all Lot lines, Subdivision streets and alleys, and Common Areas, and all so as not to be detrimental or negative to the appearance of the Lot or Subdivision; provided, further, that only cars; trucks (not to exceed 1 ton); other similar vehicles; and commercial vehicles; any and all of which are serviceable and used on a consistent and routine basis, may be parked in driveways or other approved parking spaces, and none of the items described in the first part of this sentence shall be repaired, stored, modified or the like in driveways or approved parking spaces. The ARC shall establish guidelines for establishing the 4 additional parking spaces and otherwise implementing this section.

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

**Section 12. Fences.** All fences, hedges, walls or the like constructed upon any Lot shall obtain prior approval of the ARC. The ARC shall establish Architectural Guidelines for fencing, hedges, walls and the like for different contexts and uses.

**Section 13. Signs.** No sign of any kind shall be displayed in public view on any Lot except, with prior approval of the ARC, signs used by a Builder that designates a Builder's model(s) and sales center(s), and to advertise Lots for sale during the construction and sales period; and, with prior approval of the ARC, one sign of reasonable size advertising the Lot for sale or rent (when the terms of such rental are in compliance with this Declaration).

**Section 14. Trees.** Trees, as well as other landscaping, shall be installed upon completion of the residential structure and prior to occupancy pursuant to Architectural Guidelines promulgated by the ARC.

**Section 15. Resubdivision.** All Lots shall be conveyed as a whole except that two (2) or more contiguous Lots may be resubdivided into an equal or lesser number of contiguous parcels provided that the ARC shall approve same by an instrument recorded in the public records of

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Santa Rosa County, Florida. Thereafter, such resubdivided Lots shall constitute Lots for purposes of this Declaration. Further, should it later be desired to again resubdivide such Lots, same may only be resubdivided as set forth on the Plat without prior approval of both the ARC and Santa Rosa County.

**Section 16. Mailboxes.** Pursuant to recently implemented regulation by the United States Postal Service (USPS), home delivery of US mail in newer subdivisions, such as Yellow River Ranch, Phase 1, is no longer authorized. Declarant is installing a USPS prescribed cluster mailbox facility in a common area, and following approval by the USPS, going forward, appropriate maintenance, repairs and modifications, if any, associated with same shall be the responsibility of the Association. Absent changes by the USPS, or other then commonly utilized mail delivery service, detached and free standing mailboxes (that are not permanently attached to the main residential structure) shall not be allowed on any Lot, except for, with prior ARC approval, temporary information dispensers or boxes associated with Builder, or other Owners, efforts to sell or rent a house on a Lot.

**Section 17. Antennas.** No outside antennas, poles, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the ARC.

**Section 18. Detrimental Appearance.** Items (including, but not limited to, personal property) detrimental to the appearance of the Subdivision shall not be permitted on any of the Lots except when enclosed or camouflaged from view from all Lot lines and when approved in advance by the ARC.

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

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

**Section 21. Attractive.** All structures shall be designed so that all elevations are attractive in appearance and shall be properly, neatly and diligently maintained in good repair and attractive in appearance.

**Section 22. Construction.** All construction commenced upon a Lot shall be pursued diligently and such construction must be completed within six (6) months after commencement. An industrial waste container (or other alternative method of containing and controlling construction debris acceptable to the ARC) shall be used during all construction.

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

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

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

**Section 26. Maintenance.** All Owners shall keep their Lots and any improvements thereon (including landscaping, personal property and any side yard swales referred to in Section 9 of this Article), as well as any adjacent land areas in the road right of way between the Lot line and the curb of the abutting street, neatly, diligently and properly maintained, clean and sanitary at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the Subdivision, the Association, the Declarant, the ARC and/or appropriate governmental agencies, and shall also subject such Owner to the sanctions provided for in Article V, Section 11.

**Section 27. Non-Access Easements.** The Plat shows a one foot (1') non-access easement around substantially the entire perimeter of the Subdivision, and a few other locations. No non-emergency vehicular access shall be had across any such 1' non-access easement, or otherwise into, or out of, the Subdivision.

**Section 28. Lake.** The Lake is a wet detention facility regulated primarily by the WMD (reference Individual Environmental Resource Permit, Project Number: IND-113-16987-3, dated April 16, 2019). Use of such wet detention facilities are encouraged and provides significant environmental benefits, such as removal of storm water pollutants, assistance with flood control, passive recreational activities and pleasing aesthetics. In water recreation activities are however, by government regulation, to be discouraged, and the lake has not been stocked for fishing.

**Section 29. Swale Drainage.** For good and substantial environmental reasons, the Subdivision has been constructed with swale drainage, which requires (i) careful attention to detail in constructing any driveways crossing such swales, and (ii) proper maintenance. The ARC shall promulgate appropriate guidelines for construction of any driveways crossing such swales, and the homeowners with any such driveways crossing such swales shall be responsible for the proper maintenance thereof, regardless of whether located in the adjacent right of way or on the Lot.

**Section 30. Split Rail Fence.** In the Common Areas adjacent to, but not on, some Lots are sections of split rail fence, which fence the Association is to maintain. However, the Owner of the adjacent Lot shall be responsible for diligently, properly and neatly maintaining the ground around such fence.

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## ARTICLE V ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation Assessments.** The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) an annual assessment; and, (b) any special assessments. Such assessments shall be established and collected as hereinafter provided. As set forth in Florida Statutes chapter 720, the annual and special assessments, together with interest, costs and reasonable legal fees and expenses, shall be a continuing lien upon the Lot against which each such assessment is made.

**Section 2. Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used to provide for the acquisition, improvement, construction, management, care and maintenance of any Common Area, any other property owned by the Association or in which it has an interest, or any public or private property adjacent to, or in the same general locality as, the Subdivision. The Association is responsible for the maintenance of all Common Areas (including, without limiting the generality of the foregoing, any and all parking areas, curbs, easements, drainage facilities, landscaping, drainage structures, the Lake, subdivision fencing, lighting, mailboxes and mailbox kiosks, Common Area improvements and amenities, and the like), and shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary, or as required by applicable law, and adequate to make periodic repairs and capital improvements to any Common Areas.

Notwithstanding the foregoing, the Association shall be obligated to pay all ad valorem property taxes upon all Common Areas, and no limitations contained in this Declaration shall ever prohibit the Association from assessing an amount sufficient to pay such taxes.

**Section 3. Intentionally Omitted.**

**Section 4. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy a special assessment per Lot for the purpose of defraying, in whole or in part, the cost of any acquisition, repair, construction, improvement, management, care or maintenance upon any Common Areas, any property owned by the Association or in which it has an interest, or any public or private property adjoining or in the same general locality as the Subdivision, including fixtures and personal property related thereto.

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

**Section 6. Notice and Quorum for any Action Authorized Under Sections 2 and 4.** Written notice of any meeting called for the purpose of Owners taking any action authorized

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under Sections 2 or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of ninety (90) days prior to date of mailing such notice) not less than fifteen (15) days, nor more than sixty (60) days, in advance of such meeting. The percentage of the voting interests required to constitute a quorum at such a meeting of the Owners shall be 30% of the total voting interests. The decisions of the Owners must be made by a majority of the voting interests present, in person or by proxy, at a meeting for which a quorum has been attained.

The Association is also authorized to levy a special assessment in the event of a financial emergency caused by extreme damage or risk to Common Areas which must be acted upon within a time period less than otherwise required for Owner approval as set forth in the preceding paragraph. The notice to Owners of such special assessment shall describe the emergency in detail and the reasons the standard requirements for a special assessment as set forth in the preceding paragraph could not be followed.

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

Notwithstanding the foregoing however, so long as there is a Class B membership (pursuant to Article II, Section 2) at the time an assessment is made, Declarant may satisfy any obligation for assessment(s) on Lots which it owns either by paying assessments in cash or by "in kind" contributions of services or materials, or by a combination of both, with the value of any such "in kind" contributions valued at fair market value.

**Section 8. Annual Assessment Periods and Due Dates.** The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by resolution of the Owners establishing the same in accordance with Section 6 above. The Owners shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period (except for the initial and partial year of 2020, which the Board of Directors of the Association may fix at any time prior to January 1, 2021, which shall not exceed \$720 per Lot for the year, and which need not be prorated). Written notice of the annual assessment shall be mailed to every Owner.

The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed certificate of the Associations as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.** Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving ten (10) days

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written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association, or abandonment of his Lot.

**Section 10. Subordination of Assessment Lien to Prior and First Mortgages.** The lien of the assessments provided for herein shall relate back to the date on which this Declaration is first recorded and shall be subordinate to any and all mortgages of record, as of the date hereof and to any first mortgage as provided for in Florida Statutes chapter 720.

**Section 11. Maintenance.** In the event an Owner shall fail (after ten (10) days written notice from the Association or the ARC sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon (including landscaping and any side yard swales referred to in Article IV, Section 9, hereof) in a neat, clean and orderly fashion and otherwise satisfactory to the Association or the ARC, the Association shall have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such maintenance, together with interest at the maximum rate then allowed by law (if not paid within ten (10) days after written demand therefore), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed. The Association shall have the right to collect such amount, as well as reasonable legal fees and costs, in accordance with the procedures set forth in this Article for the collection of assessments, as well as such additional legal or equitable remedies as might otherwise be available.

#### ARTICLE VI – COMMON AREAS

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

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

B. Unless otherwise required by law, the right of the Association to establish reasonable and responsible rules and regulations concerning the Owner's (and their family members, guests, invitees and approved tenants) use of the Common Areas (and any facilities situated thereon), enforcement of this Declaration and sanctions for an Owner's failure to do so.

C. The right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective

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unless an instrument, consented to by the Declarant and by the Owners then entitled to cast a majority of the voting interest present, in person or by proxy, at a duly called meeting of the Owners, has been recorded in the Public Records of Santa Rosa County agreeing to such dedication or transfer; provided, however, that for a period of twenty (20) years from date of recording this declaration, Declarant may, without action of the Association, grant such easements, licenses or the like across, to or under all or any portion of the Common Areas which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners.

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

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

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

- A. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, firefighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies.
- B. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across and to all Common Areas within the Subdivision to all public utilities to provide utility services to the Lots within the Subdivision, including, without limitation, AT&T, the City of Milton, East Milton Water System and Gulf Power Company. The easement rights hereby granted to such utilities are for purposes of installing, constructing, maintaining, repairing, improving and the like lines, pipes, wires, transformers, valves, meters and the like which are appropriate or necessary to properly provide such utility service, underground, to all Lots and Common Areas within the Subdivision. In exercising their easement rights hereby granted, all such utilities shall do so in accordance with the rules, regulations and guidelines imposed by all lawful authorities generally upon such utility companies relating to such matters in public road right-of-ways.

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- C. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas, easements and all right of ways for purposes of construction thereon and thereabout of improvements; installation and maintenance of utilities and drainage facilities; sale of Lots (including placement or construction of a temporary sales trailer, which shall be removed by Declarant upon completion of such uses); and such other purposes and uses as Declarant, in its discretion, deems appropriate or necessary in connection with the sale and development of the Lots and houses within the Subdivision and the making of improvements to the Common Areas.
  
- D. Declarant does hereby grant to Santa Rosa County a nonexclusive perpetual easement and right of ingress and egress to all right of ways, Common Areas and any and all parts of the SMS to discharge its responsibilities, discretionary and otherwise, to inspect, maintain, operate and repair any or all components and parts of the SMS as provided for in Article VII, Section 4, of this Declaration.

**ARTICLE VII – ENVIRONMENTAL MATTERS**

**Section 1. Water.** In the interest of public health and sanitation and in order to insure that the Subdivision and all other land in the same locality may be benefitted by decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife and other uses of storm water drainage facilities, no Owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system or device (including road right-of-ways), any refuse, sewage, or other material which might tend to pollute.

**Section 2. Construction Activities.** During the construction of any residence on a Lot or any other improvements in a Common Area or any easement, with any proximity to the Lake and its bank, the following shall be observed:

- (a) The Lake and its bank shall be protected from any erosion, sedimentation, siltation, scouring, excess turbidity and dewatering;
  
- (b) All disturbed areas adjacent to the Lake and its bank shall be stabilized during and after construction to prevent any erosion, sedimentation, siltation, scouring, turbidity and dewatering; and
  
- (c) There shall be no storage or stockpiling of tools, materials, etc., within or around the Lake or its bank, and any cleared vegetation, excess materials, trash, garbage, and any type of debris shall be kept from (or, if inadvertently located in the same, promptly removed) from the Lake and its bank at all times.

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**Section 3. Sanitary Sewerage.** The use of septic tanks on any Lot, even temporarily, is prohibited.

**Section 4. Delineation of Maintenance, Operation and Repair Responsibilities for the SMS.** Parts of the Subdivision's SMS is situated on land being dedicated to the public contemporaneously herewith by the Declarant on the Plat, to wit: all streets, roads, alleys and similar right of ways, all public drainage easements and all utility easements (all of which is sometimes hereinafter referred to as the "County's part of the SMS"). The balance of the SMS is situated on land being dedicated to the Association contemporaneously herewith by the Declarant on the Plat, to wit: all Common Areas and all non-access easements, private drainage easements and any other private easements shown on the Plat (all of which is sometimes hereinafter referred to as the "Association's part of the SMS").

As between the County and the Association, the County is responsible for the perpetual maintenance, operations and repair of the "County's part of the SMS," and the Association is responsible for the perpetual maintenance, operations and repair of the "Association's part of the SM, all as more particularly set forth on Exhibit B attached hereto."

Maintenance by the Association of the "Association's part of the SMS" shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the WMD. Any repair or reconstruction by the Association on the "Association's part of the SMS" shall be as presently permitted (WMD's Permit No.: IND-113-16987-3, YRR, Phase 1, construction, dated April 16, 2019), or, if modified, as approved by the WMD.

Article VI, Section 3, part D, of this Declaration provides the County with an easement to inspect all of the SMS, including the "Association's part of the SMS." If, in the County's sole good faith discretion, the County has reason to believe the Association is not satisfactorily fulfilling its responsibility of perpetual maintenance, operations and repair of the "Association's part of the SMS," the County shall have the right, and easement to access any, or all, of the "Associations part of the SMS" and to maintain, operate or repair same as the County, in its sole good faith discretion, determines. Any costs of such maintenance, operation or repair by the County of the "Association's part of the SMS" may be assessed and collected by the County from the Association, and its members, in the form of a MSBU, a MSTU or any other means the County, in its sole good faith discretion, determines.

**Section 5. Sewerage Collection Systems.** The Association shall serve as the "central management entity" responsible for the operation and maintenance of the on Lot facilities associated with the Subdivision's sewerage collection and transmission system, as provided for in Rule 62-604.400(4) of the Florida Administrative Code.

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**ARTICLE VIII – GENERAL PROVISIONS**

**Section 1. Enforcement.** Subject to the dispute resolution procedure set forth in Florida Statutes chapter 720, the Association, the Declarant, the ARC or any Owner shall have the right to enforce by any proceeding at law or in equity, any and all easements, restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Declarant, the ARC or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any easement, condition, restriction, covenant, reservation, lien or change herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any person or entity, unless otherwise in this Declaration expressly provided, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

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

**Section 3. Duration.** This declaration shall run with and bind the Lots and all Common Areas, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them until January 1, 2050, unless amended by an instrument as hereinafter provided. After January 1, 2050, this declaration shall be automatically extended for successive periods of ten (10) years each, unless amended by an instrument as hereinafter provided.

**Section 4. Amendment.** Prior to transition of Association control to Owners as set forth in Florida Statute § 720.307, the Declarant reserves the right to amend or make changes to this Declaration if Declarant believes doing so is reasonable (which, for these purposes, prohibits the Declarant from making amendments which (i) are arbitrary, capricious or in bad faith; (ii) destroys the general plan of development; (iii) prejudices the rights of existing Lot Owners to use and enjoy the benefits of Common Areas; or (iv) materially shifts economic burdens from Declarant to the existing Lot Owners.) For example, but without limiting the generality of the preceding, the Declarant's test of reasonableness would most likely be met if Declarant amended this Declaration:

- A. To accommodate reasonable requirements of FHA, VA, FNMA or other lenders or agencies involved with the financing of residential structures within the Subdivision; or,
- B. To make this Declaration more harmonious with, or incorporate provisions of, Florida Statutes Chapter 720, or parts thereof, as amended from time to time,

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and to conform with the lawful requirements of any applicable Federal, State or local applicable laws, regulations or rules; or

C. To correct any scrivener's errors, or clarify any ambiguities, herein contained.

In addition, prior to the transition of Association control to the Lot Owners as set forth in Florida Statutes § 720.307, amendments may be made to this Declaration with the affirmative vote of two thirds of the voting interests of the Association present, in person or by proxy, at a meeting at which a quorum has been duly attained, as well as the consent of the Declarant; provided, however, no such amendment may materially and adversely alter the proportionate voting interest appurtenant to a Lot, or, increase the proportion, or percentage, by which a Lot shares in the common expenses of the Association.

Any amendment to this Declaration that alters the SMS beyond maintenance in its original condition, including any mitigation or preservation area, or the SMS' portion of any Common Area, must have the prior approval of the WMD.

Any amendment to this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Notwithstanding the foregoing, the rights of use and easements provided for in Article VI shall be perpetual (unless expressly provided otherwise in Article VI).

**Section 5. Nonliability of Association, et al.** Neither the Association, its officers, directors, Declarant, the ARC, its member, nor any Architectural Review Representative shall, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, easements, conditions, covenants, reservations, liens or charges herein contained by any Owner.

**Section 6. Indemnification.** The officers, directors and committee members of the Association, individuals serving on the ARC, and any Architectural Review Representative, acting in such capacities, shall not be liable for a mistake of judgment, neglect or otherwise, except for their own individual willful misfeasance, willful misconduct, or bad faith. Further, none of them shall have personal liability for any contract or other commitment made or action taken in good faith on the Association's behalf.

Subject to Florida law, the Association shall indemnify officers, directors and committee members of the Association, individuals serving on the ARC, and any Architectural Review Representative, against all damages and expenses, including legal fees reasonably incurred in connection with any action, suit or other proceeding (including settlement of any lawsuit or proceeding, if approved by the Association) to which he/she may be a party by reason of being, or having been, an officer, director or committee member of the Association, member of the ARC, or an Architectural Review Representative, except that such obligation to indemnify shall

3/18/2020

be limited to those actions for which the indemnity's personal liability is limited under this section. This right to indemnification shall not be exclusive of any other rights which any present or former officer, director or committee member of the Association, member of the ARC, or an Architectural Review Representative, may have. The Association shall, as a common expense, maintain adequate general officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 7. Miscellany.** Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association, the Declarant or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title. References in this Declaration to Florida Statutes or any other Federal, State, or County statutes, ordinance or administrative code or regulatory provision refer to same as they exist as of the date of recording this Declaration in the Public Records of Santa Rosa County Florida, unless expressly provided otherwise. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

**Section 8. WMD Enforcement.** The WMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation or repair of the SMS.

### CONVEYANCES

**KNOW ALL MEN BY THESE PRESENTS** that Declarant, as owner of the land described on the Plat, in addition to this Declaration (joined by Trustmark National Bank, a National banking Association; BBLB, LLC, a Florida limited liability company; and Costa Family, LLC, a Florida limited liability company; each as owners of a mortgage encumbering the land described on the Plat), does, for \$10.00 and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, also hereby remise, release and quit claim to the grantees specified below, their respective successors and assigns, forever, the land, and interests therein, described on the Plat, as follows:

1. To the public, all streets, roads, alleys and similar right of ways, and all public drainage easements and all utility easements (but no other land, or interest therein, described on the Plat); and
2. To the Yellow River Ranch Homeowners Association, Inc., a Florida not for profit corporation, all Common Areas and all non-access easements, private drainage easements and any other private easements shown on the Plat (but no other land, or interest therein, described on the Plat).

3/18/2020

IN WITNESS WHEREOF, YRR, LLC, a Florida limited liability company, has, caused this Declaration to be executed pursuant to due and proper authorization this 31<sup>st</sup> day of March, 2020.

Signed, sealed and delivered  
In the presence of:

YRR, LLC, a Florida limited liability  
Company

By: Garrett W. Walton  
Garrett W. Walton, its Authorized  
Managing Member

Darla M. Watts  
(Print Name) Darla M. Watts

Marsha Elaine Rogers  
(Print Name) MARSHA Elaine ROGERS

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 31<sup>st</sup> day of March, 2020, by Garrett W. Walton, as Authorized Managing Member of YRR, LLC, a Florida limited liability company on behalf of YRR, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Darla M. Watts  
Notary Public, State of Florida  
My Commission Expires 02/27/2023  
Commission No. GG302737

Darla M. Watts  
NOTARY PUBLIC, STATE OF FLORIDA Darla M. Watts  
My commission expires: 02/27/23

3/18/2020

**JOINDER BY TRUSTMARK NATIONAL BANK, A MORTGAGEE**

The undersigned, having an interest in a mortgage encumbering the land described on the Plat, does hereby join in this Declaration intending that by so doing, its rights pursuant to such mortgage shall be subject to the terms and conditions of this Declaration and all conveyances herein.

Signed, sealed and delivered  
In the presence of:

TRUSTMARK NATIONAL BANK,  
National Banking Association

Jordyn A. Fuller  
(Print Name) Jordyn A. Fuller

William C. Hart, Jr.  
By: William C. Hart, Jr.  
Its: SVP

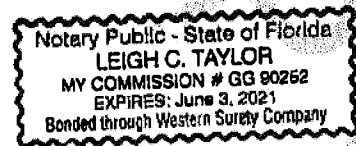
Carissa Adams  
(Print Name) Carissa Adams

STATE OF Florida  
COUNTY OF Escondido

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 26 day of March, 2020, by William C. Hart, as SVP of Trustmark National Bank, a National Banking Association, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(Notarial Seal)

Leigh C Taylor  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires: 6/3/2021



3/18/2020

**JOINDER BY BBLB, LLC, A MORTGAGEE**

The undersigned, having an interest in a mortgage encumbering the land described on the Plat, does hereby join in this Declaration intending that by so doing, its rights pursuant to such mortgage shall be subject to the terms and conditions of this Declaration and all conveyances herein.

Signed, sealed and delivered  
in the presence of:

BBLB, LLC, a Florida limited  
liability company

*Lewis J. Bear*  
(Print Name) Lewis J. Bear

*Lewis Bear*  
By: Lewis Bear, Jr.  
Its: Managing Member

*Whitney Salmon*  
(Print Name) Whitney Salmon

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27<sup>th</sup> day of March, 2020, by Lewis Bear, Jr., as its Managing Member, of BBLB, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(Notarial Seal)

*Whitney Salmon*  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires: April 1, 2023



3/18/2020

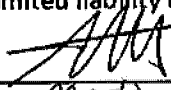
**JOINDER BY COSTA FAMILY, LLC, A MORTGAGEE**


The undersigned, having an interest in a mortgage encumbering the land described on the Plat, does hereby join in this Declaration intending that by so doing, its rights pursuant to such mortgage shall be subject to the terms and conditions of this Declaration and all conveyances herein.

Signed, sealed and delivered  
in the presence of:

COSTA FAMILY, LLC, a Florida  
limited liability company

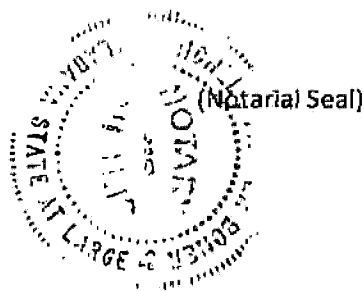
  
(Print Name) Michele Boner


  
By: Martin Costa  
Its: Managing Member

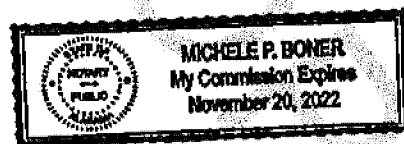
  
(Print Name) Fred Chiesa

STATE OF Alabama  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of March, 2020, by Martin Costa, as it's Managing Member, of Costa Family, LLC, a Florida limited liability company, (who is personally known to me) or who has produced \_\_\_\_\_ as identification.



  
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Alabama  
My commission expires: \_\_\_\_\_





**Electronic Articles of Incorporation  
For**

N19000005323  
FILED  
May 14, 2019  
Sec. Of State  
tscott

YELLOW RIVER RANCH HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

YELLOW RIVER RANCH HOMEOWNERS ASSOCIATION, INC.

**Article II**

The principal place of business address:

2605 SEMORAN DRIVE  
PENSACOLA, FL. US 32503

The mailing address of the corporation is:

2605 SEMORAN DRIVE  
PENSACOLA, FL. US 32503

**Article III**

The specific purpose for which this corporation is organized is:

HOMEOWNERS ASSOCIATION

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

SARAH S WALTON  
25 WEST CEDAR STREET  
SUITE 550  
PENSACOLA, FL. 32502

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SARAH S. WALTON

N19000005323  
FILED  
May 14, 2019  
Sec. Of State  
tscott

**Article VI**

The name and address of the incorporator is:

GARRETT W. WALTON  
2605 SEMORAN DRIVE  
  
PENSACOLA, FL 32503

Electronic Signature of Incorporator: GARRETT W. WALTON

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

**Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P/D  
GARRETT W WALTON  
2605 SEMORAN DRIVE  
PENSACOLA, FL. 32503 US

Title: VP/D  
ROBERT B MONTGOMERY  
657 EAST ROMANO  
PENSACOLA, FL. 32502 US

Title: VP/D  
HUGH E JONES  
6016 BADGER ROAD  
MILTON, FL. 32570 US

**Article VIII**

The effective date for this corporation shall be:

05/14/2019

Articles of Amendment  
to  
Articles of Incorporation  
of

Yellow River Ranch Homeowners Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N1900005323

(Document Number of Corporation (if known))

20 JAN 23 PM 1:00

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

NA The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

**B. Enter new principal office address, if applicable:**

(Principal office address **MUST BE A STREET ADDRESS**)

NA  
\_\_\_\_\_  
\_\_\_\_\_

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

NA  
\_\_\_\_\_  
\_\_\_\_\_

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent: NA \_\_\_\_\_

New Registered Office Address: \_\_\_\_\_  
(Florida street address)

NA \_\_\_\_\_, Florida  
(City) (Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> <sup>NA</sup> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____ _____ _____

**E. If amending or adding additional Articles, enter change(s) here:**

(attach additional sheets, if necessary). (Be specific)

Add a new Article IX to the Articles of Incorporation which will read as follows:

ARTICLE IX: Referring to the "stormwater management system" (SMS) for Yellow River Ranch, Phase 1, which is being constructed in Santa Rosa County, Florida, in accordance with Permit Number IND-113-16987-3 (YRR Phase 1, Construction), dated April 16, 2019, issued by the Northwest Florida Water Management District (WMD), this Corporation shall, among other things, operate, maintain and manage such SMS in a manner consistent with such permit and consistent

with the rules and regulations of the WMD; assist in the enforcement of any restrictions and covenants relating to the SMS;

shall levy and collect adequate assessments from members of this Corporation for the maintenance, operations and repair costs of the SMS, and any related mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures and easements; prior to any termination, dissolution or liquidation of this Corporation, the responsibility for the operation and maintenance of the SMS must be transferred to, and accepted by, an entity which complies with Rule 62-330.310, Florida Administrative Code and the WMD's Applicants Handbook, Volume 1, Section 12.3, and be approved by the WMD prior to such event; and this Corporation shall exist in perpetuity.

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: NA  
(no more than 90 days after amendment file date)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Adoption of Amendment(s) (CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated January 19, 2020 \_\_\_\_\_

Signature Garrett W. Walton \_\_\_\_\_

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Garrett W. Walton

\_\_\_\_\_  
(Typed or printed name of person signing)

President

\_\_\_\_\_  
(Title of person signing)

**BYLAWS OF THE**  
**YELLOW RIVER RANCH HOMEOWNERS ASSOCIATION, INC.**

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**BYLAWS**  
**OF THE**  
**YELLOW RIVER RANCH HOMEOWNERS ASSOCIATION, INC.**

(A Florida Not for Profit Corporation)

**Article I – Name and Location**

This corporation shall be known as the Yellow River Ranch Homeowners Association, Inc., a Florida not for profit corporation (sometimes herein referred to as the “ASSOCIATION”). The ASSOCIATION’s registered agent, and the address of the ASSOCIATION’s registered office, are Sarah St. John Walton, 17 South Palafox Place, Suite 394, P. O. Box 12358, Pensacola, Florida 32591, but meetings of the members and Board of Directors (Board) of the ASSOCIATION may be held at such places within the State of Florida as may be designated by the Board.

**Article II – Definitions**

Section 1. “DECLARATION” shall mean and refer to that certain document titled “Declaration of Covenants, Conditions and Restrictions for Yellow River Ranch, Phase 1,” applicable to the properties therein specified, as more particularly described in Article IX hereof.

Section 2. “Member” shall mean and refer to those persons denominated as Owners in the DECLARATION.

Section 3. “Yellow River Ranch” shall mean and refer to all of the land included in the Record Plat of “Yellow River Ranch, Phase 1,” as more particularly described in Article IX hereof.

Section 4. All other terms used herein shall have the same definitions as set forth in the DECLARATION, unless herein provided otherwise or the context otherwise requires.

**Article III – Meetings of Members**

Section 1. Annual Meetings. The first annual meeting of the members shall be held in November or December, 2021, and each subsequent annual meetings of the members shall be held in the first calendar quarter of 2023 and each year thereafter, at a specific date and time as the Board shall determine

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, the Board, or upon written request of at least 10% of the total voting interests of the members of the ASSOCIATION.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, in the manner set forth in Section 4 below. Such notice shall specify the place, day and hour of the meeting, and, in the case of a

special meeting, the purpose(s) of the meeting. Evidence of compliance of this notice requirement shall be made by an affidavit executed by the person providing the notice and maintained with the records of the ASSOCIATION.

**Section 4. Record Date.** The record for determining members entitled to vote, and members counted for determining a quorum, shall be the record owners of lots in Yellow RIVER Ranch, Phase 1, as set forth in the Santa Rosa County, Florida, Property Appraiser's Public Records as of 90 days prior to mailing such notice (the "record date") which shall be mailed by United States mail, postage prepaid, not less than 15, nor more than 60, days in advance of such meeting. The record date, as just defined, may, on a case by case basis, be disregarded where a more recent Lot Owner provides the Secretary, or other officer, of the ASSOCIATION, with a copy of his more current deed duly recorded in the Official Records of Santa Rosa County, Florida.

**Section 5. Quorum.** The presence at the meeting of members entitled to cast, in person or by proxy, thirty percent (30%) of the total voting interests of all members at the time of the meeting shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented at a subsequent meeting.

**Section 6. Adjourned Meetings.** If an annual or special member meeting is adjourned to a different date, time or place, then the new meeting date, time and place shall be announced at the meeting before it is adjourned. In addition, notice of the new time, place and date must be given in the same manner as required for a new meeting as set forth in Sections 3 and 4 above. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. A new record date for the new meeting date shall be determined using the same number of days with respect to the Santa Rosa County, Florida, Property Appraiser's records as was used for determining the record date for the original meeting date, subject to the same right to disregard where a more current Lot Owner establishes his ownership in like manner as set forth in section 4 above.

**Section 7. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing; dated; signed by the authorized person who executed the proxy; and filed with the Secretary. A proxy is effective only for the specific meeting for which it was originally given and that meeting may be lawfully adjourned and reconvened from time to time, and that proxy shall automatically expire 90 days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the discretion of the person who executed it. If the proxy expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

**Section 8. Voting.** At all meetings of members where a quorum has been attained, those members present in person or by proxy may vote in the manner set forth in the DECLARATION and a majority of the voting interests present in person or by proxy shall be required on any action unless otherwise provided in the Articles of Incorporation, the DECLARATION, or these Bylaws.

#### **Article IV – Board of Directors**

**Section 1. Number.** The affairs of this ASSOCIATION shall be initially managed by a Board of three (3) directors, who need not be members of the ASSOCIATION. There shall never be less than three directors. From and after the annual meeting of members in the first calendar quarter of 2023, the affairs

of the Association shall be managed by a Board of Directors (hereinafter sometimes referred to as the "Board") consisting of five (5) Directors.

Section 2. Term of Office. In order to provide for a continuity of experience on the Board by establishing a system of staggered terms, at the 2023 annual meeting of members 5 people shall be elected (or reelected) to serve as directors, 2 of whom shall be elected (or reelected) for 2 year terms each, and 3 of whom shall be elected (or reelected) for 1 year terms each. Thereafter, at the next annual meeting of members in 2024, 3 people will be elected (or reelected) to 2 year terms each to succeed the 3 people who were elected (or reelected) to a 1 year term in January, 2023. Thereafter, and then annually, first 2, then 3, people will be elected (or reelected) in alternating years providing for some level of continuity of experience on the Board.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority of the total voting interest of the members of the ASSOCIATION at a duly called meeting of the members (and if at a special meeting of members, with notice of Director removal as one of the purposes of the meeting). In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director, or officer, shall receive compensation for any service he may render to the ASSOCIATION. However, any director may be reimbursed for his actual expenses which have been authorized and incurred in the performance of his duties.

Section 5. Further Responsibilities. All Directors, and officers, of the ASSOCIATION, as applicable, shall meticulously abide by and observe Florida Statutes §720.3033(1) through (4), regarding, in brief, homeowner association administration; potential conflicts of interest; and theft or embezzlement charges. In addition, the ASSOCIATION shall, at a minimum, maintain an insurance or fidelity bond required by Florida Statutes §720.3303(5).

#### **Article V – Nomination and Election of Directors**

Section 1. Nomination. Following the initial annual meeting of members in November or December, 2021, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more members of the ASSOCIATION. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members (except for the November or December, 2021, annual meeting of members) to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, and members of the Nominating Committee may be a nominee.

Section 2. Elections. Election to the Board of Directors shall be by voice vote or show of hands, unless objected to by 30% of the total voting interests of the members present at that meeting, in which case voting shall be by ballot. At such election, the members or their proxies, may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the DECLARATION. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **Article VI – Meetings of Directors**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually, at such place and time as may be fixed from time to time by resolution of the Board. All meetings of the Board shall be open to all members (including the right to be heard at such meetings with respect to all agenda items), except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the ASSOCIATION; by any two (2) Directors (after not less than three (3) days notice to all Directors); or by petition of the members as provided for in Article VII, Section 2, subpart (h) below.

**Section 3. Notice of Members.** Notice of all board meetings must be posted in a conspicuous place in the subdivision at least 48 hours in advance of a meeting, except in an emergency. If notice is not posted in a conspicuous place in the subdivision, 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 meeting for which the notice is being provided shall be for the purpose of acting on assessments, the notice shall include a statement that assessments will be considered and the nature of the assessments to be considered, and in such case notice of the meeting shall be both posted and mailed at least 14 days in advance of the meeting.

**Section 4. Voting.** Directors may not vote by proxy or by secret ballot at board meetings, except a secret ballot may be used when electing officers.

**Section 5. Miscellaneous.** The voting and notice requirements set forth in this Article shall also apply to the meetings of any committees authorized by the Board of Directors, including the Architectural Review Committee.

**Section 6. Minutes.** Minutes of all meetings of the Board of Directors and committees must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes must reflect the action taken by the Board, or committee, including the recording of votes or the abstention from voting on each matter voted upon by each Director present or for each committee member present.

## **Article VII- Powers and Duties of the Board of Directors, Including Fiscal Matters**

**Section 1. Powers.** The Board of Directors shall have all powers available and existing under the laws of the State of Florida generally; the "Florida Not for Profit Act" (Florida Statutes chapter 617); and the Florida "Homeowners' Association Act" (Florida Statutes chapter 720), all of which shall be exercised exclusively by the Board and/or its duly authorized agents, contractors or employees (when said powers and duties have been delegated by the Board), subject to approval by members when approval is specifically required. The powers of the Board shall include, but not be limited to, the following:

- a. Adopt and publish rules and regulations governing the use of the common area and facilities;

- b. Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the ASSOCIATION;
- c. Exercise for the ASSOCIATION all powers, duties and authority vested in or delegated to this ASSOCIATION and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the DECLARATION; provided, however, before commencing litigation against any party in the name of the ASSOCIATION involving amounts in excess of \$100,000, the ASSOCIATION must first obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum is present;
- d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- e. Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties; and
- f. As more fully provided in the DECLARATION, to (i) recommend to the members the amount of the annual assessment (and any other assessment) and send written notice to all members approved by the members 15 days in advance of each assessment period; and (ii) foreclose the lien against any property for which assessment is not paid within 30 days after the due date or to bring an action at law against the owner personally obligated to pay same.

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

- a. Make available to members the Governing Documents and Official Records (as both those phrases are more particularly described in Article IX hereof) of the ASSOCIATION. "Available" means available for inspection or photocopying within 10 days following receipt of written request within reasonable proximity to Yellow River Ranch.
- b. Supervise all officers, agents and employees of this ASSOCIATION, and to see that their duties are properly performed.
- c. Within 15 days after the date on which a request for an estoppel certificate is received from a lot owner or mortgagee, or either's designee, the ASSOCIATION shall provide a certificate signed by an officer or authorized agent of the ASSOCIATION stating all assessments and other monies owed to the ASSOCIATION by the lot owner or mortgagee with respect to the lot. An ASSOCIATION may charge a fee for the preparation of such certificate, and the amount of any such fee must be stated on the certificate.
- d. Procure and maintain in effect liability insurance; the insurance or fidelity bond referenced in Article IV, Section 5 hereof; and such additional coverages as the Board may determine.
- e. Cause the common area and ASSOCIATION owned properties to be maintained.
- f. Cause to be kept a complete record of all of its acts and affairs on behalf of the ASSOCIATION and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in advance and in writing by 20% of the total voting interest of the ASSOCIATION.
- g. Coordinate and cooperate with the Architectural Review Committee, as constituted in the DECLARATION, on matters pertaining to architectural control within the subdivision.
- h. If 20% of the total voting interests of the ASSOCIATION petition the Board to address item(s) of business, the Board shall at its next regular Board meeting (or a special meeting of the Board but not

later than 60 days after receipt of the petition), take the petitioned item(s) up on an agenda. The Board shall give all members notice of the meeting at which the petitioned item(s) shall be addressed in accordance the notice requirements specified in Article III. Each member shall have the right to speak for at least 3 minutes on each item(s) placed on the agenda by petition. Other than addressing the agenda item(s) at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 3. Budgets. The Board shall prepare an annual budget in advance of each fiscal year of the ASSOCIATION. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of that year, as well as report on any reserve accounts for capital expenditures and deferred maintenance, as well as the manner in which such reserve accounts are determined and maintained. The Board shall also provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member within ten (10) business days after receipt of a written request by the member.

Section 4. Financial Reporting. Within 90 days after the end of the fiscal year, the Board shall prepare and complete a financial report for the preceding fiscal year. Within 21 days after the final report is completed, but not later than 120 days after the end of the fiscal year, the Association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. As determined by the Board, the financial report must consist of either:

- A. Financial statements presented in conformity with generally accepted accounting principles; or,
- B. A financial report of actual receipts and expenditures, cash basis, which report must show:
  - 1. The amount of receipts and expenditures by classification; and
  - 2. The beginning and ending cash balances of the ASSOCIATION.

Section 5. Fiscal Year. The fiscal year for the ASSOCIATION shall begin on the first day of January and end on the 31<sup>st</sup> day of December each year, beginning with fiscal year 2022.

### **Article VIII – Officers and Their Duties**

Section 1. Enumeration of Officers. The officers of this ASSOCIATION shall be a President (who shall at all times be a member of the Board of Directors), a Vice-President, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first Board meeting following the annual member's meeting.

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

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

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board or the

President. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces. Any two offices may be held by the same person.

Section 7. Duties. The duties of officers are as follows:

- a. President: The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments on behalf of the ASSOCIATION; shall co-sign all promissory notes, and checks of the ASSOCIATION over such amount as established by the Board from time to time; and shall otherwise serve as the chief executive officer of the ASSOCIATION and have general supervision of the affairs of the ASSOCIATION.
- b. Vice-President: The Vice-President shall act in the place and stead of the President in the event of his absence or inability to act and shall exercise and discharge such other duties as may be required of him by the Board. There may be more than one Vice President of the ASSOCIATION with differing areas of responsibility, all as determined by the Board.
- c. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the ASSOCIATION together with their addresses; and shall perform such other duties as required by the Board. In the absence of a Secretary, the President (or a Vice President designated by the President) shall discharge the Secretary's functions until the next election of officers, at which time a new Secretary shall be elected.
- d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the ASSOCIATION and shall disburse such funds as directed by resolution of the Board; shall be authorized to sign all checks and promissory notes of the ASSOCIATION; keep proper books of account; cause an appropriate annual financial report of the fiscal year to be prepared; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting and deliver a copy of each to the members.

### Article IX – Governing Documents and Official Records

Section 1. The ASSOCIATION's Governing Documents include:

- The "Declaration of Covenants, Conditions and Restrictions for Yellow River Ranch, Phase 1," previously recorded at O.R. Book 3944, Page 1078, of the Public Records of Santa Rosa County, Florida.
- The electronic "Articles of Incorporation for Yellow River Ranch Homeowners Association, Inc." filed with the Florida Secretary of State on May 14, 2019, and assigned document number N1900005323.

- The Articles of Amendment to Articles of Incorporation of Yellow River Ranch Homeowners Association, Inc. filed with the Florida Secretary of State on January 23, 2020, under document number N19000005323.
- These Bylaws of the Yellow River Ranch Homeowners Association, Inc.
- The "Architectural Guidelines for Yellow River Ranch," dated October 29, 2021, and consisting of a cover page, two page index and 12 subsequently numbered pages.
- The Record Plat of "Yellow River Ranch, Phase 1," recorded in Plat Book 13, Pages 10 and 11, in the Public Records of Santa Rosa County, Florida.

Section 2. The Governing Documents, as well as the Official Records discussed below, of the ASSOCIATION shall be maintained within the State for at least 7 years and must be open to inspection and available for photocopying within 45 miles of Yellow River Ranch by members or their agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This Section may be complied with by having a copy of the Governing Documents and Official Records available for inspection or copying in the subdivision.

Section 3. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the costs of providing copies of the Governing Documents and Official Records, including, without limitation, the cost of copying. The ASSOCIATION shall maintain an adequate number of copies of the Governing Documents and Official Records, to insure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

Section 4. The ASSOCIATION shall maintain each of the following items which constitute some of Official Records of the ASSOCIATION:

- a. Copies of any plans, specifications, permits and warranties relating to improvements constructed on the Common Area or other property that the ASSOCIATION is obligated to maintain, repair or replace.
- b. A copy of any current rules of the ASSOCIATION.
- c. The minutes of all meetings of the Board of Directors and of the members and of any committees appointed by the Board, which minutes must be retained for at least seven (7) years.
- d. A current roster of all members and their mailing addresses and lot designations.
- e. All of the ASSOCIATION's insurance policies (or a copy thereof), which policies must be retained for at least seven (7) years.
- f. A copy of all contracts to which the ASSOCIATION is a party, including, without limitation, any management agreement, lease or other contract under which the ASSOCIATION has an obligation or responsibility. Bids received by the ASSOCIATION for work to be performed are also considered Official Records and must be kept for a period of one (1) year.
- g. The financial and accounting records of the ASSOCIATION, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:
  1. Accurate, itemized and detailed records of all receipts and expenditures.
  2. A current account and periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due, if any.

3. All tax returns, financial statements and financial reports of the ASSOCIATION.
  4. Any other records that identify, measure, record, or communicate financial information.
- h. All other written records of the ASSOCIATION not specifically included in the foregoing which are related to the operation of the ASSOCIATION.
- i. All of the Governing Documents listed above, including these bylaws.

#### **Article X – Assessments**

As more fully provided in the Declaration, each member is obligated to pay to the ASSOCIATION annual and special assessments. Any assessments which are not paid when due shall be delinquent, together with interest, costs and reasonable legal fees and expenses, which are secured by a continuing lien upon the property against which the assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) who is the owner of such lot at the time when the assessment becomes due. If the assessment is not paid within thirty (30) days after the due date, a late charge of ten percent (10%) of the assessment amount shall be due and the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors, through its officers, may cause to be filed in the public records of Santa Rosa County, Florida, a lien certificate evidencing the lien against the lot as provided for in the DECLARATION. After first giving ten (10) days written notice to the holder of any first mortgage, the ASSOCIATION may bring an action at law against the member personally obligated to pay the assessment or foreclose the lien against the property, and all interest, costs and reasonable attorney's fees of either such action shall be added to the amount of such assessment and shall be included in the lien. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the common properties or abandonment of his or her lot.

#### **Article XI – Committees**

The Board shall appoint a Nominating Committee as previously provided in these bylaws, and, in addition, may appoint other committees as it deems appropriate to carry out the ASSOCIATION'S purposes.

#### **Article XII – Amendments**

Prior to transition of the ASSOCIATION'S control to members as set forth in Florida Statutes §720.307, the Board has the right to unilaterally amend or make changes to these bylaws if the Board believes doing so is reasonable (which, for these purposes, prohibits the Board from making amendments which: (i) are arbitrary, capricious or in bad faith; (ii) destroys the general plan of development; (iii) prejudices the rights of existing members to use and enjoy the benefits of common areas; or (iv) materially shifts the economic burden from the developer to the

members.) For example, but without limiting the generality of the foregoing, the Board's test of reasonableness would be met if the Board amended these bylaws:

- A. To accommodate reasonable requirements of FHA, VA, FNMA or other lenders or agencies involved with the financing of residential structures within the subdivision; or,
- B. To make these bylaws more harmonious with, or incorporate provisions of, Florida Statutes Chapter 720, or parts thereof, as amended from time to time, and to conform with the lawful requirements of any applicable Federal, State or local laws, regulations or rules; or
- C. Correct any scrivener's errors or clarify any ambiguities herein.

Additionally, prior to transition of control to the members as set forth in Florida Statutes §720.307, amendments may also be made to these bylaws with the concurrence of the Board and the affirmative vote of two thirds of the total voting interests of the ASSOCIATION present, in person or by proxy, at a meeting at which a quorum is present; provided, however, no such amendment may materially and adversely alter the proportionate voting interest appurtenant to a Lot, or, increase the proportion, or percentage, by which a Lot shares in the common expenses of the ASSOCIATION.

Any amendment to these bylaws which alters the SMS (as defined in the DECLARATION) beyond maintenance in its original condition, including any mitigation or preservation area, or the SMS' portion of any Common Area, must have the prior approval of the WMD (as defined in the DECLARATION).

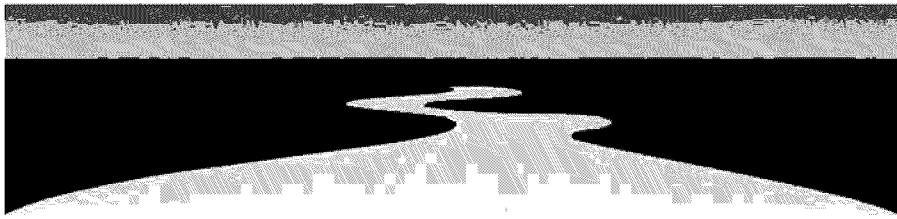
Notwithstanding any of the foregoing, the rights of use and easements provided for in the DECLARATION shall be perpetual, unless provided otherwise in the DECLARATION.

#### **Article XII – Corporate Seal**

The ASSOCIATION may have a seal in circular form having within its circumference the words: Yellow River Ranch Homeowners Association, Inc., a Florida Not for Profit Corporation.

# ARCHITECTURAL GUIDELINES

for



# YELLOW RIVER RANCH

“A Better Place to Live”

# Architectural Guidelines

For

## YELLOW RIVER RANCH

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## **YELLOW RIVER RANCH**

### **Introduction**

Welcome to YELLOW RIVER RANCH, a master planned community inspired by the freedom of open space.

YELLOW RIVER RANCH is not simply an alternative to the typical subdivision but rather offers a quality lifestyle where family and neighbors live in harmony with open space, the environment and an extraordinary sense of freedom.

As building occurs within YELLOW RIVER RANCH it is desirable to foster and protect these characteristics. Doing so is accomplished by not allowing YELLOW RIVER RANCH to be built merely as a subdivision of houses but rather by providing a range of housing opportunities with vast recreational open space (i.e., like living in a golf course community without the golf course) – where there is an added sense of security, yet freedom to roam and play. The differences is people with the character and pride to appreciate what YELLOW RIVER RANCH has to offer in terms of open space, lifestyle and, frankly, value.

The stage has been set by the developer in carefully master planning YELLOW RIVER RANCH. What remains are the “neighbors” who will build the “homes” that are consistent with the open space, lifestyle and appreciating value destined for YELLOW RIVER RANCH.

Without intending to constrain creativity or dictate taste, the YELLOW RIVER RANCH ARCHITECTURAL REVIEW COMMITTEE (ARC) has carefully researched and formulated the following guidelines which, among other things, are intended to help ensure that YELLOW RIVER RANCH’s potential is attained. These guidelines have been adopted by the ARC pursuant to the Authority granted in the “Declaration of Covenant, Conditions and Restrictions for YELLOW RIVER RANCH, Phase 1” (Declaration), which are recorded in the public records of Santa Rosa County, Florida in Official Record Book 3944, Page 1078, et seq. (Various capitalized words and phrases herein are defined in the Declaration.)

After reviewing these guidelines, and the Declaration, the Architectural Review process may be commenced.

Inquires, questions and comments concerning these guidelines are welcome and should be addressed to:

YELLOW RIVER RANCH ARCHITECTURAL REVIEW COMMITTEE  
Attn: Pete C. Hurd, Architectural Review Representative  
(850) 982-2282  
Pete@YellowRiverRanch.com

Please note that these guidelines are subject to change without notice. Owners should check with the ARC prior to planning their construction to verify that they have the most current Architectural Guidelines. Also, while the ARC is authorized to grant variances from these guidelines, and certain of the Restrictions contained in the Declaration, it is anticipated that such situation would not be common.

The ARC shall have the right, and may establish and implement, expedited and abbreviated Architectural Review procedures for new home Builders who anticipate building on multiple Lots in YELLOW RIVER RANCH than required of Owners of individual Lots; provided such expedited and abbreviated review procedure do not diminish the review standard of consistency with the upscale single family residential community as elaborated upon in the Declaration. Notwithstanding any other provision to the contrary, the ARC is also authorized to afford new home Builders to undertake reasonable and tasteful on site promotional and marketing measures in and around YELLOW RIVER RANCH during the period that they are constructing, or actively marketing, new homes for sale in the community.

The ARC shall have the right to charge a reasonable plan review and inspection fee (but not to exceed \$400.00 in 2020), and to modify same from time to time, for review of plans, and inspection during construction, submitted pursuant to the Architectural Control provisions of Article III of the Declaration.

Sometimes in these Guidelines Lots are referred to as FRONT LOADED LOTS or REAR LOADED LOTS, which in Phase 1 are as follows:

FRONT LOADED LOTS: Lots 1-11, Block A; Lots 1-5, Block C; Lots 1 and 2, Block G; Lots 1-9, Block H; Lots 1-11, Block K; and Lots 1-11, Block L. References to "front yards" for FRONT LOADED LOTS is to that part of the Lot adjacent to the street from which the garage is accessed (and "back yards" are vice versa).

REAR LOADED LOTS; Lots 1-7, Block B; lots 1-7, Block D; Lots 1-7, Block E; Lots 1-5, Block F; Lots 1-6, Block I; Lots 1-13, Block J; and Lots 1-10, Block M. References to "front yards" for REAR LOADED LOTS is to that part of the Lot on the opposite side of the residential structure from the street or alley where the garage is accessed (and "back yards" are vice versa).

**NOTE: The ARC does not review construction documents for compliance with building or safety codes, land use regulations or the like, all of which are the responsibility of the Lot Owner.**

## GUIDELINES

### Lot Clearing/Grading

All lots shall be graded in accordance with the Subdivision's Lot Grading Plan. Finished floors elevations (FFE) shall be set a minimum of 2' above the crown of the road adjacent to the lot.

No clearing, grading, disturbance, filling or the like is permitted on any Lot until: (1) The Owner has obtained final construction plan approval from the ARC; and (2) The Owner is prepared to commence construction immediately following approved clearing or grading activities (e.g., all required permits are in hand; any required financing is in place; etc.).

Improvements are to be carefully planned with a view toward ideally avoiding destruction of 10" or greater caliper trees. Any tree of 10" or greater caliper shall be noted (reflecting both the caliper and type of tree) on the site plan submitted with the construction plans for approval.

Upon obtaining from the ARC final approval of construction plans, an Owner may clear and

grade the Lot immediately prior to commencing construction but not prior to that time. Clearing activities shall be limited to removal of all vegetation within a reasonable working distance of the footprint of the improvements shown on the approved site plan, grading, and, if desired by the Owner at this time, under brushing the balance of the lot.

During construction, in addition to restricting equipment and vehicular access to the proposed driveway area, the Owner is required to undertake such additional safeguards as are reasonably required to protect any remaining trees from damage (including protection of roots, tree trunks and bark, etc.). Additionally, all Owners are reminded of the Declaration’s requirements (see Article VII, Section 2, “Construction Activities”) requiring appropriate protections and safeguards for any lake area and its bank.

The burning of removed vegetation on the Lot is prohibited.

Following completion of construction, proper tree care and maintenance shall be undertaken by all Owners and tree preservation shall observe the foregoing guidelines. No preexisting tree greater than 10” caliper shall be removed at any time without the prior written approval of the Architectural Review Committee.

Landscaping Plan Criteria

Trees

Right of Way Trees In addition to tree preservation in connection with the Lot clearing procedures discussed above, there shall be planted on each lot, within 8’ to 10’ of the front street curb, the following number of Right of Way trees:

- 50’ wide Lots: 1 Right of Way tree
- Greater than 50’ wide Lots: 2 Right of Way trees

Further, 2 Right of Way trees shall be planted within 1’ to 3’ of the side Lot line with the closest proximity to a side street (or future phases of the subdivision), fairly evenly spaced along the side of the residence of the following Lots:

- Lots 1 and 11, Block A; Lots 1 and 7, Block B; Lots 1 and 5, Block C; Lots 1 and 7, Block D; Lots 1 and 7, Block E; Lots 1 and 5, Block F; Lots 1 and 2, Block G; Lots 1 and 9, Block H; Lots 1 and 6, Block I; Lots 1 and 13, Block J; Lots 1 and 11, Block K; Lots 1 and 11, Block L; and Lots 1 and 10, Block M.

Right of Way trees are not required along the alleys of REAR LOADED LOTS.

Right of Way trees shall be a minimum of 8’ to 10’ tall at the time of planting, and shall be flowering frangible trees (e.g. crepe myrtle, ligustrum, etc.) pruned to tree form.

Pine Trees Two 2” long leaf, slash or loblolly pine trees (or such other variety of pine tree as the

ARC approves – except short needle pine trees, which are prohibited) shall be planted on each Lot typically in the front yard, or otherwise as approved by the ARC. As a substitute to planting such 2” pine trees, alternatively:

- (i) \$250 may be contributed to the Yellow River Ranch Homeowners Association, Inc. (HOA) “Yellow River Ranch Tree Fund,” and periodically the money in that fund shall be used to plant the same type of pine trees in the common areas of the subdivision; or,
- (ii) While palm trees are typically not preferred (because they are not indigenous to the area) planting two, cold hardy, palm trees, 8’ tall will be considered by the ARC.

#### Sod

Sod shall either be Saint Augustine, centipede, Bermuda, Zoysia, or such other traditional ornamental sod as might be authorized from time to time by the ARC. BAHIA IS PROHIBITED. The same type of sod shall be used to sod the entire Lot, except those areas receiving other landscaping improvements or enhanced natural areas. With the exception of enhanced natural areas, sod shall be carried to the back of the curb of all adjacent streets and alleys and to the edge of paved improvements (e.g., driveways and sidewalks).

#### Screening

All utility fixtures (except fire hydrants), transformers, HVAC, pool pumps, trash containers, storage areas and the like shall be screened from view. The minimum planting height of shrubbery for these purposes may vary, but typically might be 2’ and/or sized to attain a 4’ height and 80% opacity after planting. Brick screening walls, consistent with the brick on the home, are acceptable.

Some utility fixtures (such as transformers) are located in road right-of-ways, approximately astride two Lot lines. Where that is the case, of the two Lots on each side of that Lot line, the first Lot built upon shall be responsible to screen and landscape any such utility fixtures. In implementing such plantings around utility fixtures, the backside (the side facing the house) of the utility fixture shall not be landscaped, and the landscape plan shall include provisions for a 3’ to 4’ clear workspace buffer immediately adjacent to such fixtures when the landscaping has matured.

Berms for these screening purposes are prohibited.

The ARC reserves the right to specify uniform (or provide a short-list for Owners to choose from) shrubs(s) for screening purposes.

#### Planting Beds

Planting beds, ground cover and/or shrubs in the front yard is required. The minimum amount of planting bed and/or shrubs in the front yard will be determined from reference to the minimum Lot planting requirements set forth below. It is to be noted that the quantities set forth below are minimum. Owners are encouraged to do more; and the ARC reserves the right to require greater quantities where circumstances warrant.

50' wide Lots: 60-3 gallon plants  
Greater than 50' wide Lots: 100-3 gallon plants

Planting beds, groundcover and/or shrubs for backyards, or enhanced preservation of natural areas, are also required and are in addition to the above requirements. The requirements for backyard plantings will be determined on a case by case basis, and in significant part will be impacted by whether the backyard is fenced.

Up to 1/3 of required plants may be shifted to the backyard on REAR LOADED LOTS, **with the exception of Lots in blocks B, I, J and M, which may only be shifted with the prior written approval of the ARC.**

For a variety of height, color and texture, substitution to the above plant quantities may be made as follows:

3-1 gallon ground covers = 1-3 gallon shrub (but with total landscape of no more than 50% ground cover)

1-15 gallon shrub = 5-3 gallon

1-7 gallon shrub = 3-3 gallon

1-5 gallon shrub = 2-3 gallon

Planting bed quantities, and locations, may be modified for enhanced preservation of natural areas.

#### Landscape Installation

Landscaping shall be planted using best practices, with appropriate soil amendments and utilizing the services of an experienced landscape contractor. Planting beds shall be liberally mulched with an approved mulching material (e.g. hardwood chips or pine straw). Rock beds will be considered by the ARC on a case by case basis. For two years after planting, any plants which do not survive shall be promptly replaced. All landscape planting shall be complete prior to occupancy of the residence.

#### Irrigation System

All Lots shall have a fully automatic irrigation system for the entire yard (front, sides and rear, and including the area between the Lot lines and the curb of the adjacent street(s)) with 100% coverage. The irrigation system shall be designed and operated for efficient conservation of water usage and adjusted so that the spray pattern does not excessively extend onto impervious surfaces.

Properly permitted wells for irrigation purposes shall be allowed. However, any well water which tends to stain or discolor will not be allowed. Any and all staining or discoloration which might result from any non-compliant wells before corrective action is taken (including staining or discoloration of street curbs, and driveways) shall be completely cleaned by the Owner responsible for same.

### Landscape Maintenance

Owners of Lots shall maintain the landscaping on their Lot (and also that area between their Lot line and adjoining street curb) in a healthy, clean and attractive manner. Landscaping shall in no way detract from the appearance of the neighborhood. Landscape maintenance shall include, but not be limited to, the mowing and edging of all lawn areas; the pruning and authorized cutting of trees and shrubbery; the removal of weeds and unsightly materials from all planting beds; the maintenance and periodic restoration of mulch in planting beds and shrub areas; and the fertilizing and watering of all plant materials and lawn. All landscape maintenance shall be executed in a manner, and with such frequency, as is consistent with diligent and superior property management.

If any Lot becomes unattractive in appearance due to neglect, or plant material has been allowed to become detrimental to adjoining property Owners, the Association shall have the right to remedy the condition in question, at the expense of the Owner, all as more particularly set forth in the Declaration.

Any plantings, hedges or the like which might tend to obstruct views of pedestrian or vehicular traffic on side streets, around corners or in crossing areas shall not be allowed.

### Placement of Residence

All residential structures shall be setback from Lot lines as follows:

#### FRONT LOADED LOTS:

- 25' front;
- 15' rear; and
- side Lot setback lines shall be 10% of the Lot width at the front building line (5' minimum, but not greater than 7').

#### REAR LOADED LOTS:

- 15' front (for Lots with street frontage)
- 10' front (for Lots with Common Area frontage)
- 10' rear (provided the requirement for having parking for 4 vehicles shall take precedence over this 10' rear setback in the event of a conflict); and
- Side Lot setback lines shall be 7' for all Lots 70' wide at the front building line, and 4' for smaller Lots.

Setbacks for detached garages and other permitted detached structures shall be as approved on a case by case basis by the ARC.

Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed the "applicable percentage" (defined in the next sentence) of the particular setback distance in question without ARC approval. The "applicable percentage," as that phrase is used in the preceding sentence shall be 20% for 50' Lots and 5% for all other Lots. Additional waivers of the preceding setback requirements (and those contained on the Plat) shall require the approval of the ARC. If the setbacks herein provided for are different than indicated upon the Plat, the setbacks herein shall

govern.

Architectural Design

No particular design is mandated, but all houses are to be “traditional” in style, harmonious with the surroundings and must meet the approval of the ARC.

Knee Wall

A 2 foot high brick knee wall (sometimes referred to as a skirt), constructed in compliance with guidelines established by the ARC, shall be required around substantially the entire perimeter of all no brick residential structures. Hardi board or stucco may be substituted for brick with the approval of the ARC.

Exterior Lighting

All exterior lighting must be directed downward, diffused and/or of low wattage. Colored exterior lighting or exterior lighting directed towards streets or roadways will generally not be permitted, absent unusual circumstances. Lighting fixtures must be compatible with the residence structure’s design and style and must be placed appropriately.

All REAR LOADED LOTS shall have exterior garage light fixtures on the alley side.

Exterior Materials

Brick (or other approved masonry), hardi board or stucco shall be the predominate exterior material, with the use of the others for trim, is expected.

Vinyl or aluminum siding will not be approved, except that vinyl may be used for soffits, porch ceilings and fascia facing.

Garages, Driveways, Walkways and Sidewalks

Each residence must have a private, fully enclosed garage for not less than two cars. Garages may be attached or detached. Garage doors must be a minimum of 6’8” in height and all overhead garage doors must employ automatic door openers.

In addition to the two car garage, each residence shall have off street parking for 4 additional vehicles. See, also, “Sidewalks and Parking” below for further detail.

Driveways shall be constructed of concrete, pavers, brick or stone, and typically shall not exceed 20’ in width. Asphalt, blacktop or gravel driveways are not permitted.

Walkways from the entrance of the residence must be of a material which is either the same as

that of the driveway or one which is compatible with the driveway and the residence, as approved by the ARC.

Sidewalks are not required in Yellow River Ranch, Phase 1, with the exception of Blocks B, D, E, F, H, I, J and M. The Owners of each Lot in Block H, I and J shall construct a sidewalk on the right of way side of the front lot line in connection with construction of the residential structure, and Owners of each Lot in Blocks B, D, E, F and M shall construct the sidewalk where specified by the ARC. All such sidewalks shall be 5 feet wide and shall tie into any existing sidewalks on adjacent Lots and otherwise be constructed in accordance the sidewalk detail developed by the ARC.

#### Roofs and Chimneys

Cement tile, clay, standing metal seam, slate or asphalt or fiberglass shingles of dimensional shape (235 lbs. or greater per square) are the required materials for all roofs. Minimum roof slope will be 7 on 12, and 6 on 12 for two story construction.

Chimney exteriors shall be of the same material as the predominant exterior material on the residential structure; however, if brick is the predominant exterior material of the residential structure and a metal fireplace is used, the chimney may be hardi board, or stucco, as approved by the ARC.

Chimney caps are required to cover stove pipes of metal fireplaces. Flashings and chimney caps must be either weathered copper or painted to match the roof color.

Roof stacks and vents shall be painted the same color as the roof.

#### Solar Installations

Yellow River Ranch encourages energy conversation. However, solar systems shall be designed to minimize adverse impacts to the overall aesthetic appeal of the exterior of homes. Solar panel installation should be limited to the rear and side roof plains of the home. Any solar equipment which would otherwise be visible from the front of the home shall be screened from view in accordance with the screening requirements of these guidelines.

#### Satellite Receiving Dishes

The old style, large satellite receiving dishes are prohibited. As a general matter, the newer technology smaller satellite dishes are not prohibited but shall first obtain ARC approval. Generally, any such permitted smaller satellite receiving dishes shall be located on, or toward, the back of the residential structure.

#### Swale Drainage

The ARC shall promulgate appropriate guidelines and standards for driveways crossing swale drainage (including any required culverts, and the sizing of such culverts, which are to be placed under the driveway), regardless of whether located on the Lot or adjacent road right of way. Swale drainage will require (i) careful detail in constructing same, and (ii) proper maintenance by the Lot Owner.

### Screen Porches, Enclosures and Patios

All screen structural material must be anodized or electrostatically painted in color harmony with the residence exterior.

Generally, patios shall be located at the rear of the residence. Front and side locations "may" be approved by the ARC on a case by case basis.

Patios should be constructed with concrete, slate, flagstone, brick, wood, tile, or stamped concrete.

### Swimming Pools and Outbuildings

Pools shall be located to the rear of the residence, with the design and construction details approved by the ARC.

All outbuildings must be designed and constructed in accordance with architectural compatibilities and consistencies with the main residential structure. Portable or pre-fab storage sheds and other similar structures are not permitted, except in back yards when enclosed from all Lot lines by approved fencing, and approved by the ARC.

### Walls and Fencing

All fencing and walls shall be approved by the ARC.

Typically walls and fencing forward of the rear line of the residential structure will not be approved, except for larger side yard areas, for screening, and perhaps for architectural fencing segments, or short runs in the side yard forward of a permitted rear yard privacy fence.

Privacy fencing of the back yards of FRONT LOADED LOTS, and back yards of REAR LOADED LOTS may be approved, if: (1) Any exterior wood surface is sealed on both the inside and outside within 120 days following construction (to allow the wood to dry); (2) Trees are not cut to install same; (3) They are of a decorative design consistent with the design of the residential structure; and (4) Other requirements which might be imposed by the ARC are complied with. The standard type all wood stockade privacy fencing, as well as wire and chain link, is prohibited. Shadow box, or other alternatives to the standard stockade design will be considered by the ARC. Where neighboring lots have permitted privacy fencing extending outside the building setback lines, the ARC may (but is not required to) take into account the color and design of same in approving any neighboring fencing.

The preceding paragraph contemplates "solid" 6' privacy fencing and not open, see through fencing. Open, see through fencing is authorized and is in fact contemplated in certain situations (see below). But NOTE: Article IV, Section 18, of the Declaration provides:

**Section 18. Detrimental Appearance.** Items (including, but not limited to, personal property) detrimental to the appearance of the Subdivision shall not be permitted on any of the Lots *except when enclosed or camouflaged from view from all Lot lines and when approved in advance by the ARC.* (emphasis added)

The "emphasis added" exception to Section 18 above would not permit items otherwise considered ". . . detrimental to the appearance of the Subdivision . . ." from being inside an open, see through style fence, whereas a solid (i.e., not open, see through style) 6' fence might accommodate "[i]tems . . . detrimental to the appearance of the Subdivision . . ."

Privacy fencing in the back yards of REAR LOADED LOTS may be extended beyond the typical 10' rear yard setback only upon a special finding by the ARC, but rarely will the fence be allowed to extend into any drainage or utility easement area (even if any such easement is located on the Lot). Further, as previously noted, off street parking for 4 vehicles shall take precedence over fencing considerations. See, also, "Sidewalks and Parking" below for further details.

Fencing in the front yard of the REAR LOADED LOTS is permitted, provided the fence: (i) does not exceed 3' to 4' in height (as determined by the ARC); (ii) is open and decorative in design (and is not a privacy, wire or chain link style fence); (iii) has a centered gate opening in front (or is located to serve a front sidewalk which is approximately center on the Lot); and complies with other requirements which might be imposed by the ARC.

Privacy fence constructed in the vicinity of side yard swales shall be constructed with sufficient ground clearance not to impede the free flow of storm water (or debris which might tend to obstruct the free flow of storm water).

Any permitted walls or fences should not exceed a height of 6,' except as noted above.

### Doors and Windows

Front doors should be of a decorative nature and constructed of solid wood, in-filled with wood or glazed panels, or metal/fiberglass. Flush doors are not acceptable, but panel doors are, subject to ARC approval. Side lights and transoms are permitted; however, they should be compatible with the entrance door and design. Oval shapes at doors and side lights are allowed, and arched transoms are permitted. Sliding glass doors are discouraged on elevations exposed to the street. Trim or casing shall be used at all door, side light and transom conditions, with trim color coordinated with nearby window trim color.

Windows shall be fabricated of wood, vinyl, vinyl clad or white painted aluminum. Clear (non-tinted, non-reflective) glazing is required, except where stained/beveled/leaded glass or glass block is used. Window trim or casing color shall be coordinated with nearby door trim color. Acceptable window types are double or single hung, casement or awning. Sliding window units are prohibited. Fixed glass on the front elevation is permitted only in transom and glass block applications.

Rear loaded houses not fronting on a street shall all be equipped with a rear door bell, internal alarm system or similar device so as to signal the homeowner of alley side deliveries.

### Fascia

All fascia shall be a minimum of 2" x 6".

#### Elevated Foundations

Foundations of the main residential structure shall be a minimum of 24" above the crown of the road adjacent to the lot and the FFE indicated on the Subdivision's Lot Grading Plan. Where practical, the elevated foundation shall take the appearance of off-grade construction. Elevated foundations serve as an attractive base for the house while creating a stately presence.

#### Repetition

To help promote diversity of design, house designs shall not be repeated within 2 Lots on either side of, or across the street (neither directly nor diagonally, for a total of 3 Lots) from another house of the same design without ARC approval, which will not be liberally granted.

#### Sidewalks and Parking

The Declaration vests the ARC with the authority to grant variances to the use restrictions and related provisions upon finding that any such variances do not adversely affect the aesthetic qualities of the community or the upscale single family residential subdivision contemplated therein. Following consideration of the following and finding that same enhance and improve the aesthetic qualities, as well as the safety, of the community and its residences, and is consistent with the upscale single family residential subdivision contemplated by the Declaration, the ARC hereby ratifies and confirms:

- That in addition to a minimum 2 car garage, all homes shall accommodate a minimum of 4 off street parking spaces for vehicles, with a minimum sized parking space of 9' x 20' each;
- That no parking shall be allowed on community streets and alleys, except for short term (i.e., a few hour maximum) visitor parking along Misty Sunrise Trail where it fronts on Blocks I and J;
- Since they provide for pedestrian traffic for all community members, the sidewalks required to be constructed in front of homes in Blocks B, D, E, F and M shall be constructed on the common areas abutting the front Lot line of such Lots; and
- Up to 3 additional communal parking lots for short term (i.e., a few hours maximum) visitor parking, with up to a maximum of 10 parking spaces each but otherwise similar in design and construction to the communal parking Lot along Lazy Breeze Lane across from Block H, may be constructed in common areas.

#### Construction Debris

During the entire construction process, all Owners shall be responsible for construction debris, stormwater runoff and such matters. Towards these ends, during construction each Owner shall provide a dumpster, or other effective mechanism, for construction debris; trash and rubbish is to be temporarily stored until permanently removed from the community; shall prevent top soils and other materials from washing in to adjacent streets, right of way swales and/or on to adjacent property; and periodically (not less often than weekly) shall police not only their lot, but also all areas in the vicinity thereof whereon construction debris might have washed, blown, etc. Concrete wash shall be placed on lot requesting concrete, NOT IN STREETS, COMMON AREAS, OTHER LOTS, SIDEWALKS, CURBS AND RIGHT OF WAYS. Concrete wash will be placed on Lots so as to avoid wash from running down curbs and into storm gutters. Failure of any Owner (and all Owners shall be responsible for their homebuilder) to diligently adhere to the foregoing guideline shall be grounds for the ARC to suspend, without notice, construction plan approval until such time as the situation is properly remedied and/or assurances provided of its discontinuance.



