Inst. Number: 202323017485 Book: 812 Page: 03 Page 3 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

Prepared by and return to: Jeremy V. Anderson, Esquire Anderson, Givens & Fredericks, P.A. P.O. Box 12316 Tallahassee, FL 32317

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MARNIE'S ISLAND PRESERVE

[Substantial Rewording of the Declaration of Covenants, Conditions, Restrictions and Easements. See Current Declaration of Covenants, Conditions, and Restrictions and amendments thereto for present text.]

This Declaration of Covenants, Conditions and Restrictions shall govern THE COTTAGES AT INDIAN SUMMER (herein, "the Subdivision").

ARTICLE 1 – DEFINITIONS

For all purposes, the terms used in this Declaration of Covenants, Conditions, and Restrictions (herein, "Declaration"), the Articles of Incorporation of the Association and Association Bylaws (herein, "the Governing Documents"), shall have the meanings stated in the Florida Homeowners Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- 1.1 "Act" or "Homeowners' Association Act" means Chapter 720, Florida Statutes, as amended from time to time.
- 1.2 "Architectural Review Committee" or "ARC" shall refer to the committee established by the Board of Directors of the Association described in Article 7 of this Declaration.
- 1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Marnie's Island Preserve Homeowners Association, Inc., as they may be amended from time to time. A true and correct copy of the Articles of Incorporation is attached hereto as Exhibit "B" and incorporated herein by reference.

Inst. Number: 202323017485 Book: 812 Page: 04 Page 4 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

- **1.4** "Assessment" means a charge against a Lot and its owner as defined in Article 5 of this Declaration and Section 720.301(1), Florida Statutes.
- **1.5** "Association" shall mean and refer to Marnie's Island Preserve Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- **1.6** "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.7 "Bylaws" shall mean and refer to the Bylaws of Marnie's Island Preserve Homeowners Association, Inc., as they may be amended from time to time. A true and correct copy of the Bylaws is attached hereto as **Exhibit** "C" and incorporated herein by reference.
- 1.8 "Common Area" or "Common Areas" shall mean and refer to any and all property owned or leased by, or dedicated to, the Association for the common use and enjoyment of the Owners, including, but not limited to portions of the Property, both within and not within Lots, which are used for the boardwalk, bridge, roadways, sewage treatment and disposal system, including but not limited to, all pipes and sewage treatment and disposal facilities which are used as part of the common sewage treatment and disposal system and which are not owned by a governmental agency, and the surface water management system, including, but not limited to, all retention areas and related appurtenances, and pipes, culverts, and drainage facilities which are used as part of the common drainage system and which are not owned by a governmental agency.
- **1.9** "Common Expenses" means all expenses properly incurred by the Association in the performance of its powers and duties.
- **1.10 "Declaration"** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Marnie's Island Preserve, as it may be amended or supplemented from time to time.
 - **1.11** "Home" means a single-family residential dwelling constructed on a Lot.
- 1.12 "Declaration" shall mean and refer this Amended and Restated Declaration of Covenant, Conditions, Restrictions and Easements of Marnie's Island Preserve as it may be amended from time to time.
- **1.13** "Lot" shall mean and refer to each platted lot located withing the boundaries of the Property upon which it is intended that a single-family residential dwelling be constructed.
- **1.14** "Member" shall mean and refer to all those persons or entities who hold record title to a Lot.
- **1.15** "Owner" or "Homeowner" shall collectively mean and refer the fee simple record title holder or holders of a Lot.

Inst. Number: 202323017485 Book: 812 Page: 05 Page 5 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

1.16 "Rules and Regulations" shall mean and refer to any and all rules and regulations for the use and occupancy of the Property adopted from time to time by the Board of Directors.

ARTICLE 2 – PROPERTY AND GENERAL CONDITIONS

- **2.1 The Property.** The existing real property which is subject to this Declaration is Marnie's Island Preserve and is described in **Exhibit "A"** (herein "Property"). The covenants, conditions, restrictions and easements set forth in this Declaration shall bind, and the benefits thereof shall inure to, any and all persons and entities having any right, title, or interest in the Property or any part thereof, their representatives, agents, heirs, personal representatives, successors and assigns.
- **2.2 The Association.** The operation of the Subdivision in accordance with this Declaration and other authority shall be by Marnie's Island Preserve Homeowners Association, Inc. (herein, "the Association"). The Association shall own title to Common Areas in the Subdivision not dedicated and accepted by the public.
- **2.3 Purposes of Association.** The purposes of the Association include, without limitation, those contained within this Declaration, the Articles of Incorporation, Bylaws and Chapter 720, Florida Statutes.
- **2.4 Membership and Voting.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Each member not suspended pursuant to state law shall be entitled to one (1) vote for each Lot owned. The Bylaws shall provide the method of voting.
- 2.5 **Duration.** This Declaration shall remain in full force and effect for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded. Upon the expiration of that time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.
- **2.6** Government Regulation. To the extent any law, ordinance or regulation of the State of Florida and Gulf County shall exceed the requirements hereof, that law, ordinance or regulation shall prevail.
- 2.7 Annexation by Association. The Association may annex additional residential property, roadways, and common areas with the vote of two-thirds (2/3) of the Owners present in person or by proxy at a special meeting of the Members called for that purpose and held in accordance with the terms and provisions of the Bylaws, and with the approval of any applicable governmental entity having jurisdiction over the use and occupancy of the Property, if such approval is required.

Inst. Number: 202323017485 Book: 812 Page: 06 Page 6 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

2.8 Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court in Gulf County, Florida to manage the affairs of the dissolved Association in the place and instead of the Association, and to make such provision as may be necessary for the continued management of the affairs of the dissolved Association.

ARTICLE 3 – PROPERTY RIGHTS AND EASEMENTS

- 3.1 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to, and shall pass with, the title to every Lot or authorized right to occupy any Lot, subject to the following:
- (a) The Association right to suspend an Owner's voting rights for any period during which any assessment against the Owner's Lot remains unpaid;
- (b) The Association's right to suspend Common Area use rights for any infraction of this Declaration or the Rules and Regulations;
- (c) The Association's right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be approved by the Board of Directors;
- (d) This Declaration, Articles of Incorporation, Bylaws and any and all Rules and Regulations that govern the use and enjoyment of the Common Areas;
- (e) The Association's right to grant permits, licenses and easements over, in, across and under the Common Areas, for such services, utilities, roads, drainage, water retention, and other purposes that are reasonably necessary for the benefit of, and for the proper maintenance or operation of, the Property;
- (f) An access easement over, in, across, through and under the Common Areas in favor of Owners and/or the providers of utilities and services to or for the benefit of the Property, and their servicemen and repairmen, for the installation, maintenance, repair and replacement of any such equipment, including, but not limited to, electric, gas, light, telephone, cable television, water, sewage, drainage and waste removal equipment; and
- (g) An access easement in favor of the Association which is necessary for the Association to keep the Common Areas in a good state of maintenance and repair.
- 3.2 Delegation of Use. Any Owner may delegate his right of enjoyment into the Common Areas to the members of Owner's immediate family and to Owner's approved lessee's or contract purchaser so long as any such family member or lessee or contract purchaser resides on the Owner's Lot. Any such delegation with regard to an Owner's lessee or contract purchaser shall not be effective unless the transfer of occupancy of the Owner's Lot is made in accordance

Inst. Number: 202323017485 Book: 812 Page: 07 Page 7 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

with the terms and provisions of this Declaration. For purposes of this Paragraph "immediate family" shall include spouses, adult children, parents, parent- in – law, and adult siblings.

- **3.3 No Waiver of Use.** No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges thereof by waiver of the use and enjoyment of the Common Areas or non-use thereof, or the abandonment of the Lot.
- 3.4 Private Streets, Bridge, Boardwalks, Sewage, and Drainage Improvements. Any private streets, bridge, and/or boardwalks, that may have been constructed as part of the subdivision improvements or otherwise, shall be maintained by the Association in substantially the same condition and appearance as constructed or created. The Association shall maintain the surface water management system, including retention areas, pipes, and drainage structures, in substantially the same condition as when constructed. The Association may, by adoption of the budget, establish reserves for the replacement of paving and other capital elements or improvements associated with such subdivision improvements.
- **3.5** Access Easement. Each Owner, their guests, invitees, residents, and visitors, and emergency personnel and agencies, utilities providers, guests and invitees of the Association is hereby reserved a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

ARTICLE 4 – MAINTENANCE

4.1 Association's Maintenance Obligation.

- (a) **Common Areas.** The Association shall, at all times and at the Association's expense, maintain the Common Areas in good condition and repair. Such maintenance shall include the maintenance, repair and replacement of all buildings and improvements owned by, or dedicated or leased to, the Association, including, but not limited to, boardwalks, bridge, roadways, gate, and landscaping.
- (b) **Surface Water Management System.** The Association shall, at all times and at the Association's expense, operate and maintain the surface water management system as permitted by the appropriate governmental agency having jurisdiction thereof. In the event that the Association ceases to exist, all of the Lot Owners shall be responsible for the operation and maintenance of the surface water management system facilities.
- **4.2 Owner's Maintenance Obligation.** Each Owner is responsible, at the Owner's expense, for the maintenance, repair and replacement of all portions of, and all other improvements constructed thereon. Specifically, each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner's duty of maintenance includes any and all easements areas

Inst. Number: 202323017485 Book: 812 Page: 08 Page 8 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

upon such Owner's Lot except as otherwise provided herein. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacement necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition.

ARTICLE 5 – ASSESSMENTS

- 5.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance) including without limitation any purchaser at a judicial sale, shall hereinafter be deemed to covenant and agree to all the terms and provisions of this Declaration and to promptly pay to the Association all initiation fees, impact fees, architectural fees, regular annual assessments, special Assessments, and all fines, fees or other charges levied by the Association, as provided herein (for the purposes of this article collectively referred to as "assessments"). No owner may waive or otherwise avoid liability for the assessments provided herein by any means including but not limited to non-use of the Common area or by abandonment. Upon conveyance of a Lot, the new and former Owners of the Lot shall personally be jointly and severally liable for all unpaid fines resulting in a lien, initiation fees, impact fees, architectural fees, assessments, together with interest, late charges, costs and attorney's fees. Any party taking title to a lot where such lien has been recorded by the Association, takes title subject to such lien and the foreclosure of same if all amounts are not paid to the Association. The execution and recording of such notice shall not, however, be required in order for the continuing lien for assessments and related interest, late charges, costs and attorney's fees to be valid, as such lien relates back to the original recording of this Declaration.
- 5.2 Purpose of Assessments. Except as otherwise provided herein with regard to the regular annual assessments, special assessments, fines, fees and other charges levied by the Board shall be used for the purposes of promoting the recreation, health, safety and welfare of the Members and residents of the subdivision and in particular for the improvement and maintenance of the Common Area, the Homes and Lots as elsewhere set forth in greater detail herein, and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, security services, Common Area maintenance, repair, restoration, repair or construction, drainage or compliance with any governmental requirements which may be imposed on the Subdivision, labor, equipment, materials, management, operations, maintenance and supervision thereof, protecting and preserving property values, as well as for such other purposes as are permissible activities of, and which may be undertaken by, a corporation not for profit organized and existing under the laws of the State of Florida and a homeowners association under Chapter 720, Florida Statutes, and any expenses that the Board shall reasonably incur on behalf of the Association.
- 5.3 Annual Assessments. The amount and time of payment of regular annual assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Assessments may include amounts established for reasonable reserves.

Inst. Number: 202323017485 Book: 812 Page: 09 Page 9 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

- **5.4** Special Assessments. In addition to regular annual assessments, special assessments may be levied by the Board against all Lots for the purpose of defraying, in whole or in part, any capital improvement or any unbudgeted expense.
- 5.5 Initiation Fee. The amount of the initiation fee to paid at the time of each resale shall be determined by the Board from time-to-time. If not paid at closing, this fee shall be collected from the new Owner in the same manner as an assessment.
- 5.6 Impact Fee. The impact fee shall be paid at the time of the submission of architectural plans for the construction of a new home as required by Article 7. The amount of the impact fee to paid at the time of each resale shall be determined by the Board from time-to-time. If not paid as required herein, this fee shall be collected from the Owner in the same manner as an assessment.
- 5.7 Uniform Assessments. Regular annual assessments and special assessments shall be uniform, with each Lot bearing an equal share, provided, however, that any portion of such assessment specifically related to the cost of maintenance, repair and replacement of the bridge, shall not be allocated or assessed against the lot located on the mainland, as said lot is or may be shown on the plat of the Property, recorded or to be recorded in the Public Records of Gulf County, Florida. Regular annual assessments shall be collected as provided in the Bylaws. Special assessments shall be due on the date(s) established by the Board.
- 5.8 Budget. The Board of Directors shall prepare an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the upcoming fiscal year. Failure to fix the amount of the regular annual assessment within the time period set forth above will not preclude the Board from fixing the regular annual assessment at a later date. In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, and the regular annual assessment for the immediately preceding year shall continue for the current year.
- **5.9 Notice.** Upon the adoption of a new budget, amended budget, and/or special assessment, each Owner shall be provided notice of same, by mail, email, or personal delivery.
- 5.10 Non-payment of Assessment and Remedies of Association. If any assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with such interest, late charge, costs, and attorney's fees of collection, be a continuing lien on the Lot against which such assessment is made, binding upon the Owner thereof, his or her heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid within ten (10) days of the due date, then a late charge equal to the greater of five percent (5%) or twenty-five dollars (\$25) of the amount due shall be levied and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. Any partial payment shall be applied first to interest, late charges, costs and attorney's fees and then to the assessments first due. In any action at law or for foreclosure of a lien, the Association shall be entitled to recovery of attorneys'

Inst. Number: 202323017485 Book: 812 Page: 10 Page 10 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

fees and costs. An action to recover a money judgment for the unpaid assessments made be filed without waiving a claim of lien.

ARTICLE 6 - INSURANCE

- 6.1 Common Areas. To the extent such insurance is available at a commercially reasonable cost, the Association may purchase and maintain a policy of property insurance, naming the Association as insured and covering the boardwalks, bridge, roadways, Common Areas and any improvements, buildings, fixtures, personal property, and equipment, supplies and materials located on and used in connection with the operation of the Common Areas, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from such coverage. Such coverage shall afford protection against loss, damage or destruction by fire, and other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, improvements and other items similar in nature, construction, location or use, including, but not limited to, theft, vandalism, malicious mischief, and windstorm.
- 6.2 Flood Insurance. In the event the Property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, and to the extent such insurance is available at a commercially reasonable cost, the Association may purchase and maintain a policy of flood insurance, naming the Association as insured, and covering the Common Areas, and any improvements, buildings, fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Property. The Association coverage shall be in an amount not less than the lesser of (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other improvements located on any portion of the Common Areas that falls within a designated special flood zone; and (b) one hundred percent of the current replacement cost of such improvements, buildings and other insurable property.
- 6.3 Liability Insurance. The Association shall purchase and maintain a policy of comprehensive general liability insurance, naming the Association as insured. The coverage shall be in an amount not less than one million dollars (\$1,000,000) for bodily injury, death and property damage arising out of a single occurrence. Coverage shall include liability of the Association for bodily injury, death and property damage. An Owner shall purchase and maintain a policy of comprehensive general liability of not less than one million dollars (\$1,000,000) at all times during which the residence is to be used as a rental.
- **6.4 Directors and Officers Insurance.** The Association shall purchase and maintain directors and officers liability insurance. Any such policy shall be in an amount determined by the Board of Directors, in their best business judgment.
- 6.5 Fidelity Insurance. The Association may purchase and maintain a policy of insurance or fidelity bond, naming the Association as the insured or as the oblige, to protect the Association against the wrongful acts or the omissions of any officer, director, trustee, agent or employee of the Association and all other persons who handle or are responsible for handling funds

Inst. Number: 202323017485 Book: 812 Page: 11 Page 11 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

of, or funds administered by, the Association. Any such policy or bond shall be in an amount determined by the Board of Directors, in their best business judgment, but in no event shall the amount of any such policy or bond be less than fifty percent of the estimated Budget of the Association for the current year during the term of each such policy or bond.

- 6.6 Waiver of Rights of Subrogation. The Association shall attempt to obtain in all policies that are required to be purchased and maintained, or that may be purchased and maintained pursuant to the terms and provisions of this Declaration, waivers of all the insurer's rights of subrogation as to any claims against any Owner, the Association and its respective representatives, agents, family members, invitees, licensees and guests. Each Owner and the Association hereby agree to waive any claim or demand against each other and against other Owners that may exist or arise by virtue of any loss, damage or destruction that is covered by insurance when the insurer has waived its rights of subrogation as provided herein.
- 6.7 **Proceeds Received by Association.** All proceeds received by the Association for any loss, damage or destruction of any building, improvement, landscaping, equipment, supplies, or materials located on and used in connection with the Common Areas shall be utilized by the Association to repair, replace or reconstruct any such building, improvement, landscaping, equipment supplies or materials. Any difference between the amount of insurance proceeds received by the Association and the amount required to complete the repair, replacement or reconstruction shall be an expense of the Association for which the Association shall levy a special assessment against all Owners to obtain that difference within forty-five (45) days from the date the loss, damage or destruction occurred. Any repair, replacement or reconstruction that is the responsibility of the Association as provided in this Declaration shall be substantially in accordance with the plans and specifications of the original building or improvement, or as the building or improvement was last repaired or reconstructed, and shall be of similar quality and value in the case of equipment, personal property, landscaping supplies or materials as that previously purchased and maintained by the Association; provided, however, that such repair, replacement or reconstruction shall be modified when necessary to conform with the then current restrictions, ordinance, and codes of any governmental entity that has jurisdiction over the use and occupancy of the Property.

ARTICLE 7 – ARCHITECTURAL CONTROL

Architectural Review process, the Board shall establish an Architectural Review Committee ("the ARC"), which shall have jurisdiction to review all construction and installation of improvements on any portion of the Subdivision. The ARC shall be a recommending body only. Final approval of all construction and installation of improvements subject to this Article 7 shall be reserved to the Board. The ARC shall consist of not less than three (3) members. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the ARC. Members of the ARC shall serve terms established by the Board. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC shall be as provided from time to time by the Board.

Inst. Number: 202323017485 Book: 812 Page: 12 Page 12 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

- 7.2 Architectural Standards. The ARC may, with the approval of the Board from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the architectural, structural, esthetic and environmental concepts provided in this Declaration, but may be greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes. All standards shall be adopted and applied on uniform basis, and may be reviewed or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration, which include the following:
- (a) **Grading.** Construction shall be located in harmony with existing topography with as little disruption to the natural grade as possible. Materials and debris resulting from clearing and grubbing shall be removed from the site promptly. Grading operations shall not adversely affect adjacent properties and finished grading shall be such that the washing of water onto adjacent properties is kept to a minimum. Newly graded areas shall be protected against erosion. Unless an alternative drainage plan for a home site is approved by Gulf County, the Owner shall construct and maintain drainage improvements for each site in accordance with the County approved grading plan prepared by a civil engineer licensed in the State of Florida.
- (b) **Exterior.** Permissible exterior building materials include hardiboard or its equivalent, wood lap siding, composite and prefinished lap siding without wood grain, vertical board and batten, cedar or pine shakes. Stucco or synthetic stucco over wood and stucco over masonry is permitted. Vinyl siding is expressly prohibited on the exterior of any building, structure or improvement on a Lot. Metal siding is discouraged and must be approved by the ARC and Board and shall either be painted or coated. All exterior corners, window casings, and floor system bands must be meet or exceed all State and County building codes.
- (c) **Setbacks.** Front, rear and side lot setback lines shall be as set forth in the Gulf County land development regulations.
- (d) **Roof Materials.** Roofing material for all pitched roofs shall be: 1) mill finished metal in either 5-V crimp, standing seam, corrugated or metal shingle patterns; 2) clay or concrete tile; 3) cedar shakes or pressure treated pine shakes or 4) Asphalt or composition shingles.
- (e) **Awnings.** Awnings are permissible provided design materials are approved by ARC. Awnings must meet hurricane codes.
- (f) **Shutters.** Storm operable shutters meeting or exceeding hurricane codes are permitted. The Board may adopt standards regarding use.
- (g) **Permitted Structures.** The only structures that may be erected, altered, placed, or permitted to remain on any of the platted Lots, within the property, are the home, a guest cottage, a garage, swimming pool, and/or a one-level pool house. Only one (1) of the structures

Inst. Number: 202323017485 Book: 812 Page: 13 Page 13 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

(besides the main residence) may exceed a footprint of 500 square feet. Pole barns are not permitted.

- (h) **Home.** Each Home constructed on a Lot shall contain a floor area square footage of not less than 1,400 square feet heated and cooled. No home shall exceed 50 feet in height. The chimney shall not be included when determining the height of a home.
- (i) **Guest Cottages.** Guest cottages are permitted; however, the design and details shall be subject to ARC approval in the same manner as other construction details provided herein. The maximum footprint of any guest house is limited to 500 square feet. All guest cottages must meet all County, State, and Federal regulations along with the requirements of this Declaration. The exterior siding and roof of a Guest Cottage shall be of the same materials, design and colors as the home.
- Garages are permitted; however, the design and details shall be subject to ARC approval in the same manner as other construction details provided for herein. The maximum square footage of any garage shall be 500 square feet. The exterior siding and roof of a Garage shall be of the same materials, design and colors as the home.
- (k) **Swimming Pools.** No swimming pool shall be permitted without the prior written approval of the ARC. All pools must be behind the house and shall meet all ARC adopted pool standards.
- (l) **Screen Porches.** Screen porches are recommended but not required on all homes.
- (m) **Fences.** Fences not higher than six (6) feet tall may be permitted behind the home. No fences are permitted in front of the homes. The front of the home shall be that side facing the road. Fences may be only constructed of vinyl, wood or coated metal with design and colors approved by ARC in accordance with ARC adopted standards.
- (n) **Garden Structures.** Garden structures such as arbors and trellises may be placed within a foot of the property line. Such structures must be painted white or natural and have a maximum height shall of 12' above existing grade.
- (o) **Driveways.** Driveways are permitted; however, the design and details shall be subject to architectural approval in the same manner as other construction details provided for herein. Driveways shall be constructed of a pervious material.
- (p) **Parking:** The parking plan must be submitted with the site plan and the ARC must give approval for the number of spaces needed for the occupants.
- (q) **Screening.** All screen enclosures and screening materials must be approved by the ARC and shall be of a dark, non-reflective nature.

Inst. Number: 202323017485 Book: 812 Page: 14 Page 14 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

- (r) Landscaping/Native Vegetation. All Lot Owners have a vested interest in maintaining the ecosystem of the Property. To protect this interest: (a) native vegetation shall be used for landscaping Lots; and (b) fertilizers and herbicides shall not be used or applied to such landscaping.
- (s) **Energy Generating/Saving Devices.** The installation or addition of solar panels, windmills or other forms of energy-generating or saving equipment is subject to the approval of the ARC. Such equipment shall be installed or constructed in such manner that it will conform to the architectural design of the approved dwelling. Energy-generating or saving equipment shall be concealed from view from the street by placement at the rear of the home as practicably possible and/or by the installation of appropriate screening, and shall, as determined by the ARC, in its sole discretion, conform to the overall development and aesthetic scheme of Property.
- (t) **Exterior Lighting.** Exterior lighting shall not be intrusive to adjacent properties. Landscape accent lighting is allowed. Such lighting must be placed as close to grade as possible and all wiring placed underground.
- (u) Antennas, Aerials and Satellite Dishes. The Owners of Lots have a vested interest in maintaining an attractive and pleasing appearance of all Lots within the Property, free from visual clutter. To protect this interest the following restrictions shall apply to antennas, aerials and satellite dishes: (a) no antenna or aerial shall be permitted or allowed to be placed or operated outside the home on the Lot unless approved by the ARC; (b) no ham radios or any other radio transmission equipment is permitted or allowed to be placed or operated outside the home on the Lot unless approved by the ARC; and (c) satellite dishes must be located so as to be hidden from view from all other Lots and streets unless such requirement unreasonably increases the cost of installation, operation or maintenance or precludes reception of an acceptable quality, in which case this requirement shall be diminished only to the extent absolutely necessary to allow a reasonable cost and acceptable quality.
- (v) **Delivery of Materials and Supplies.** Delivery of materials and supplies must be to the Owner's property and delivery vehicles must not encroach onto other Lots. Materials and supplies may not be stored on the roadways or common area.
- 7.3 Architectural Review Required. Architectural review shall be required in each of the following circumstances:
- (a) Whenever the Owner of a Lot proposes to construct any improvements thereto.
- (b) Whenever any exterior alteration or other exterior improvement to an existing Lot or Lots is proposed by an Owner.

Inst. Number: 202323017485 Book: 812 Page: 15 Page 15 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

- (c) Whenever any Owner or the Association proposes to maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the Lots thereon.
- (d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.
- (e) Whenever an Owner proposes any change or addition to the landscaping of a Lot. For this Article 7, the term "landscaping" shall mean the removal of any tree, grading, change in elevation or clearing.
- (f) For the purposes of this Section, any structure, including but not limited to buildings, fences, roofs, patio covers, driveways, sidewalks, walls, pools, screen cages, enclosures, mail boxes, solar energy devices, antennas, water and sewer lines, irrigation systems, signs, statues, or decorative objects or landscaping devices shall be deemed to be alterations or improvements subject to architectural review.
- (g) For the purposes of this Section, the term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements.
- 7.4 Procedure. There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials and other specifications for any activity for which review is required. A written application shall be adopted by the Board, which details all information required from the Owner, including the identity of the individual or company intended to perform the work and the projected commencement and completion date. Except for an Owner serving as his or own contractor, any contractor or service provider performing construction work on a Lot in a subdivision shall be properly licensed in the State of Florida and/or local governments, and must provide proof of insurance coverage.
- (a) The ARC may request additional and supplementary information. The ARC shall, within thirty (30) days after receipt of a complete application, shall submit to the Board either a recommendation on the application to: 1) approve or disapprove, 2) approve in part and disapprove in part, or 3) approve with conditions. The Committee shall specify its reasons for disapproval or conditions and shall annotate its decision by reference to architectural standards, where applicable. If a recommendation is not received by the Board within thirty (30) days, the applicant may submit the application directly to the Board for review. As to an application received by the Board as provided herein, the Board shall within thirty (30) days: 1) approve or disapprove, 2) approve in part and disapprove in part, or 3) approve with conditions, the application. The failure of the Board to act within thirty (30) days of receipt of the application shall be deemed as a disapproval. No work shall proceed except in compliance with this Declaration and architectural approval as provided in this Article 7.

Inst. Number: 202323017485 Book: 812 Page: 16 Page 16 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

- (b) The proposed improvements will be approved if, in the sole opinion of the Board: (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or encroach upon any easement or platted building set back lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; (4) the individual or company intended to perform the work is acceptable to the Board; and (5) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house).
- (c) In the exercise of its sole discretion or upon the recommendation of the ARC, the Board may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports or sworn progress reports.
- (d) If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the Board. The Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation reasonable attorney's fees and costs and any other expenses or fees incurred in the prosecution thereof.
- (e) The Board of Directors of the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration upon its own action or at the request of the ARC. The granting of any waiver for any portion of the Property may be given or withheld in the Board's sole discretion and a prior grant of a similar waiver shall not impose upon the Board the duty to grant new or additional requests for such waivers.
- (f) The Association and ARC, and any officer, employee, director or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association or ARC, or any officer, employee, director or member thereof, to recover any such damages.
- 7.5 Right of Entry and Inspection. The ARC, Board of Directors, or any Member thereof, and any of its authorized representatives or agents, shall have the right to enter, at reasonable times and upon not less than 24 hours' prior notice to the Owner, any portion of the Property that is subject to the jurisdiction of the ARC, including individual Lots, for the purpose of conducting an inspection to ascertain whether the terms and provisions of this Article are being violated.

Inst. Number: 202323017485 Book: 812 Page: 17 Page 17 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

ARTICLE 8 - CONDEMNATION

In the event any portion of the Property is taken by any governmental authority pursuant to its power of eminent domain, all compensation and damages for such taking shall be allocated among the Owners and the Association, as well their respective interests may appear. Awards for the taking of the Common Areas shall be used to render the remaining portion of the Common Areas usable in the manner chosen by the Board of Directors of the Association. If the cost of such work shall exceed the balance of the awards made for the taking, the Board shall, in its discretion, determine whether to specially assess the Owners for their proportionate share of the deficiency for the cost of such work. The balance of the awards for the taking of Common Areas, if any, shall be distributed to the Owners in such proportions as their interests in the Property bear to the amount of such compensation and damages. If there is a mortgage on a Lot, the distribution shall be paid jointly to the Owner and the mortgagee of the Lot.

ARTICLE 9 – USE RESTRICTIONS

In order to provide for congenial occupancy of Lots and Homes within the subdivision and to better protect the values of the Homes, the use of Lots, Homes and Common Areas shall be restricted by and in accordance with the following provisions as long as the subdivision exists:

- 9.1 Persons Bound. All provisions of this Declaration, the Bylaws of the Association and Board adopted Rules and Regulations which govern the conduct of persons shall apply to all Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors. Every Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Lot to comply with this Declaration, the Association Bylaws, and any Board adopted Rule or Regulation and shall be responsible for all violations and losses to the Common Areas caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board adopted Rule or Regulation.
- 9.2 Residential and Business Uses. The Lots and the Common Areas shall be used for single family residential purposes only. No trade or business may be conducted on any Lot or on the Common Areas, except that an Owner, tenant or other occupant may have a home office within the Home so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (2) the business activity conforms to all zoning requirements for the subdivision; (3) the business activity does not involve persons coming onto the subdivision who do not reside in the subdivision or door-to-door solicitation of residents of the Subdivision; and (4) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board.
- 9.3 Nuisances, Offensive or Illegal Activities. No portion of the subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be

Inst. Number: 202323017485 Book: 812 Page: 18 Page 18 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision or which will increase insurance rates on any Home or on the Common Areas.

- 9.4 Occupancy and Rental. No House shall be leased, licensed, or loaned for consideration (herein collectively "Rental") more than once in any business/rental turn week. This Rental provision does not apply to owners and their non-paying guests. In no instance shall a home be occupied by more than fourteen (14) persons.
- **9.5 Subdivision and Partition.** No Lot shall not be subdivided in any fashion or form whatsoever.
- 9.6 Use of Recreational Vehicles on the Property. Recreational vehicles, mobile homes, campers, trailers or similar vehicles shall not be used as residence on any part of the Property for any period of time whatsoever.
- 9.7 Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other domesticated household pets may be kept, provided that they are primarily kept inside the single-family residential dwelling located on such lot; are not kept, bred, or maintained for commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any such animal shall cause, permit or allow the animal to defecate, stray, run or in any manner be at large in or upon any boardwalks, bridge, roadways, or the private property of others without the express consent of the Owner thereof. All animals shall be kept on a leash when outside of a dwelling.
- **9.8 Hanging of Laundry**. No hanging of clothes, towels, or other laundry shall be permitted on any Lot except in such a manner that is not visible from streets or other Lots.
- 9.9 Parking. The parking of any boats with trailers, recreational vehicles, campers, and any type of motor vehicle shall be prohibited on all roadways and Common Areas. Recreational vehicles, campers, step vans, and commercial vehicles parked on a Lot must be concealed from view. On the individual property owner's lot, parking of cars and boats with trailers must be on designated driveways and parking areas which have been approved by the ARC.
- 9.10 Signs. No sign, billboard or notice of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Home or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle parked or driven in the subdivision except that an Owner may display: 1) one (1) home security sign; 2) one (1) sign (less than two (2) square

Inst. Number: 202323017485 Book: 812 Page: 19 Page 19 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

feet) that identifies the property name (must be affixed to the house); and 3) one (1) "For Sale" and post. The size and design of the identifying sign, "For Sale" sign must be compatible with any adopted design guidelines.

- **9.11** Litter, Trash and Refuse. All garbage, trash, refuse or rubbish shall be stored inside the garage of the dwelling unit or the dwelling unit itself, or in an enclosure outside the dwelling unit which enclosure shields the containers from view. No trash, debris or rubbish of any kind shall be allowed to be placed or maintained in any yard, driveway or street in front of a Lot. All trash enclosures must be bear proof.
 - **9.12 Fireworks.** The use of fireworks within the Property shall be prohibited.
- 9.13 Mitigation Areas. The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the areas abutting their Lot, unless prior approval is received from the appropriate governmental agency having jurisdiction thereof. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.
- 9.14 Rules and Regulations. At any regular or special meeting of the Board of Directors, Rules and Regulations governing the use and occupancy of the Property and any and all buildings and improvements thereon; provided, however, that such Rules and Regulations shall be fore the elaboration and administration of the covenants, conditions, restrictions and easements contained in this Declaration, and shall not be inconsistent with any of the terms or provisions of this Declaration, the Articles of Incorporation or the Bylaws. The Association shall publish the Rules and Regulations as may be promulgated, amended or rescinded by Declarant or the Board of Directors pursuant to this Article, and shall mail copies of the Rules and Regulations to all Owners at their last known addresses as shown on the books and records of the Association.

ARTICLE 10 - AMENDMENT

Amendments to this Declaration shall be proposed and adopted in the following manner:

- 10.1 Proposal. A proposal for any amendment to this Declaration may be made by the Board of Directors or upon the written request of not less than twenty (20%) percent of the voting interests of the Association. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.
- **10.2 Approval.** This Declaration may be amended by an affirmative vote of at least two-thirds (2/3rds) of the Members voting, in person or by proxy.
- 10.3 Limitation and Recording. No amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members, without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records along with a Certificate of Amendment.

Inst. Number: 202323017485 Book: 812 Page: 20 Page 20 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

10.4 Surface Water Management System. Notwithstanding anything to the contrary contained in this Article 10, any amendment which would affect the surface water management system, including, but not limited to, the water management portions of the Common Areas, must have the prior written approval of the appropriate governmental agency having jurisdiction thereof.

ARTICLE 11 - ENFORCEMENT

- 11.1 Independent Covenant. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions, shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
- 11.2 Enforcement Generally. This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association shall have the right to enforce and require compliance of the provisions of this Declaration and any Rules authorized hereby against Owners, their tenants and guests on behalf of the Association membership. Enforcement may be by fines as provided by law and/or proceedings for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs.
- 11.3 Fines. Fines may be imposed for violation of this Declaration, the Rules and Regulations, Articles of Incorporation, or the Bylaws. Fines which may become a lien by law may become a lien on a Lot, collectable as an assessment under Article 5. The maximum aggregate fine for a continuing violation shall be \$5,000.00. In addition, the Association may enter upon a Lot to correct a violation if an Owner fails or refuses to correct a violation of this Declaration or Rules & Regulation.
- Inspection and Self-Help. The Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Lots, during reasonable hours, after giving no less than 24 hours oral or written notice, for the purpose of conducting an inspection to ascertain whether the covenants, conditions, restrictions and easements contained in this Declaration and the Rules and Regulations are being complied with. In the event any Owner: (a) fails to observe and perform the obligations imposed upon an Owner by the terms and provisions of this Declaration or Rules and Regulations with regard to the maintenance, repair and replacement of his or her Lot and the improvements thereon or (b) damages or causes any damage to any building, improvements or grounds, the maintenance, repair, replace or reconstruction of which is the responsibility of the Association or (c) makes or causes to be made any unauthorized improvement, alteration or modification to his Lot or to the Common Areas, which improvements, alterations or modifications are not approved in the manner set forth in this Declaration then, in any such event, the Association shall have the right, after providing ten (10) days' prior written notice, to enter upon the Lot or other affected part of the Property and to cause the necessary repairs, replacements or maintenance to be performed, or to remove any unauthorized improvements, alterations or modification. The Owner of any Lot as to

Inst. Number: 202323017485 Book: 812 Page: 21 Page 21 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

which the Association acts in accordance with this Section shall be responsible for all costs and expenses so incurred by the Association, and the Association shall have the right to add such amounts to the assessments for which such Owner and Lot shall be liable and may collect as provided in Article 5.

11.3 Election of Remedies. All rights, remedies and privileges granted to the Association hereunder or by law shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

ARTICLE 12 – MISCELLANEOUS

- 12.1 Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. Further, in instances of hardships not caused by an owner, the Board may grant minor deviations from these restrictions, so long as such minor deviations do not materially change or otherwise alter the general scheme and quality of the subdivision. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Areas and the facilities located thereon.
- 12.2 **Prohibited Actions**. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.
- 12.3 Captions and Headings. The captions and headings pertaining to the articles and paragraphs contained in this Declaration are solely for the convenience of reference and in no way shall such captions or headings define, limit or in any way affect the substance of the provisions contained in this Declaration.
- 12.4 Severability. If any of the terms or provisions contained in this Declaration shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from this Declaration and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in this Declaration.
- 12.5 Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
- 12.6 Conflicting Provision. If there is any conflict between the Articles of Incorporation and this Declaration, the terms and provisions of this Declaration shall control, and if there is any conflict between the Bylaws and this Declaration, the terms and provisions of this Declaration shall control.

Inst. Number: 202323017485 Book: 812 Page: 22 Page 22 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00					
12.7 Construction . The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.					
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND					
EASEMENTS FOR MARINIE'S ISLAND PRESERVE					

Inst. Number: 202323017485 Book: 812 Page: 23 Page 23 of 45 Date: 11/7/2023 Time: 3:05 PM Rebecca L. Norris Clerk of Courts, Gulf County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

EXHIBIT "A"

LEGAL DESCRIPTION FOR THE PROPERTY

The North ½ of Lot 2, Section 23, Township 9 South, Range 11 West, Gulf County, Florida.