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STATE OF FLORIDA

Inst:0020073615 Date:06/19/2007 Time:08:44  
 BLO DC, Rebecca L. Norris, GULF County B:440 P:455

COUNTY OF GULF

**DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS OF  
 COTTAGES AT COASTAL PINES**

**THIS DECLARATION**, Made this 12<sup>th</sup> day of June, 2007, by the undersigned shall read as follows:

**WITNESSETH:**

**WHEREAS**, The Developer owns certain real property located in Gulf County, Florida, more particularly described in Exhibit "A" hereof; and

**WHEREAS**, The Developer plans to develop the property as a residential community; and

**WHEREAS**, in order to preserve and protect the value and desirability of the property, the Developer deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the property.

**NOW, THEREFORE**, the Developer hereby declares that all of the property described in Exhibit "A", along with any additions to said property allowed by these covenants, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Cottages at Coastal Pines Homeowners Association, Inc., a not for profit Florida corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property more particularly described as follows:

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

Section 3. "Common Area" shall mean all of the Property to be owned by the Association for the common use and enjoyment of the Owners of Lots. The Common Area is identified on the Plat. The Common Area includes the private streets, recreation area, retention area, utility areas and all other areas so identified or described on the Plat.

Section 4. "Lot" shall mean and refer to each of the platted lots depicted on the Plat of the Property.

Section 5. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 6. "By-Laws" shall mean and refer to the by-laws of the Association.

Section 7. "Home" shall mean and refer to any house, situated upon a Lot. A "Home" shall be deemed to exist when a "Certificate of Occupancy" or equivalent has been issued for it.

Section 8. "Owner" shall mean and refer to the record titleholder, whether one or more persons or entities, of the fee simple title to any Lot. A mortgagee under a mortgage encumbering any Lot shall not be considered an Owner unless and until such mortgagee has acquired record title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Member" shall mean and refer to all of the persons or entities who are members of the Association.

Section 10. "Developer" shall mean and refer to C at C Pines, LLC, and its successors and assigns.

Section 11. "Development Period" shall mean and refer to the period beginning with the recording of this Declaration and terminating upon the earlier of the occurrence of any one of the following events: (1) three months after ninety percent (90%) of the Lots are conveyed by the Developer to Owners other than the Developer, or its

successors and assigns, (2) ten years after the recording of this Declaration, or (3) when, in its discretion, the Developer so determines.

Section 12. "Plat" shall mean the Plat of Cottages at Coastal Pines subdivision recorded at Plat Book 6, Page 55, of the public records of Gulf County, Florida, and made a part hereof.

Section 13. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the Property as otherwise authorized in this Declaration, together with payments or obligations to reserve accounts.

## ARTICLE II

### EASEMENTS

Section 1. Types of Easements. The property is subject to easements, if any set forth and described in the Plat of Cottages at Coastal Pines and those certain easements set forth and described hereinafter as follows:

(1) Easements on the Plat. Easements are reserved as depicted on the Plat as may be required for utility service and drainage to serve Cottages at Coastal Pines adequately and the Developer, during the Development Period, and thereafter the Association, may grant permits, licenses and easements over, under or upon the easement areas depicted on the Plat for utility service or drainage or other purposes reasonable necessary or useful for the proper maintenance or operation of Cottages at Coastal Pines. In addition, the Developer reserves an easement over the setback areas depicted on the Plat for the purpose of installation and maintenance of utility services to the Lots and the Common Area. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as specified thereon and as required by the developer.

(2) Construction Easement. An exclusive easement is hereby reserved for the benefit of the Developer, its agents, employees, successors and assigns, for the purpose of completing construction on any existing Lot.

(3) Easement of Enjoyment. Every Owner and his respective licensees, guests, invitees, agents, servants and employees shall have a non-exclusive easement of enjoyment in and to the Common Areas.

(4) Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate easements and rights of way on any Lot within the Property owned by the Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the land other than the Lots, so long as Developer shall own any portion of the Property. The easements granted by the Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Property.

Section 2. Easements as Appurtenances. All easements described above or on the Plat shall be private easements created solely for the benefit of the Developer, Association or Owners, their successors and assigns and all said easements and other rights created herein for an Owner shall be appurtenant to the Lot of that Owner and all conveyances of title to the Lot shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appear in any such instruments.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. 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. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member of said Association.

Section 2. Voting Rights. The Association shall have two (2) classes of membership:

**Class A.** Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B Member shall be the Developer. The Class B Member shall not vote, but may appoint a majority of the Board members until the expiration of the Development Period. The Class B membership shall cease and be converted to Class A membership upon the expiration of the Development Period, or when in its discretion the Developer declares in a recorded instrument.

The conversion of Class B membership to Class A membership may be referred to below as the "Turnover."

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## ARTICLE IV

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### COMMON AREA

Section 1. Owners' Enjoyment of Common Areas. Every Owner of a Lot in Cottages at Coastal Pines shall be entitled to use and enjoy the Common Areas subject to conditions and limitations as hereafter provided, and such rights shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer will be the fee simple title holder of the Common Areas initially, but will convey such fee simple title to the Association subject to and in accordance with the terms and provisions herein, and the Association shall be obligated to accept such conveyance.

Section 3. Alteration and Improvement. During the Development Period, the Developer reserves the right, but does not covenant that it will exercise such right, to make improvements to the Common Areas.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Annual assessments may include reasonable reserves as the Association may deem necessary, for the future repair, maintenance or improvement of the Common Area.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the personal obligation of any owner to pay any outstanding assessment. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgage in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the maintenance of the Common Area, for capital

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improvements, road maintenance and to promote the health, safety and welfare of the members of the Association and their families residing with them, their guests and tenants.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following recordation of these covenants. Each Owner shall be obligated to pay assessments for his Lot commencing on the day he acquires title for same and said assessment shall be collected from said Lot Owner on a periodic basis no more frequently than monthly. The Board of Directors of the Association shall thereafter fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each assessment. Written notice of the annual assessment shall be sent to every Owner. The due dates may be altered by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment due on a specified Lot has been paid.

Section 4. Effect of Nonpayment of Assessment: Remedies of the Association. Should any assessment not be paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the property of the delinquent Owner which shall bind such property in the hands of the then Owner, his heirs, devisee, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest rate allowed by law and the Association may bring an action at law against the Owner personally obligated to pay the same and may record a claim of lien against the property on which the assessment is unpaid and may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's fees and costs of collection and of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action.

The Board of Directors of the Association shall, from time to time, be permitted to fix late fees in reasonable amounts to cover the requisite bookkeeping, administration and collection costs required with regard to payments not paid within thirty (30) days from the due date thereof.

Section 5. Suspension of Right to Use Common Areas Recreational Amenities. In addition to the other consequences of non-payment of assessments, the Board of Directors may suspend the right of an Owner to use the recreational amenities that may become a part of the Common Areas, as elsewhere provided herein. Such suspension

shall apply to all members of the Owner's family, his guests, licenses, invitees, and lessees, if any.

Section 6. Annual Assessments. The annual assessment of the initial year of operation of the Association shall be Two Hundred Dollars (\$200.00) for each Lot, and may be increased or decreased by the Board of Directors of the Association in following years based on the needs of the Association. The Owner of each Lot shall be responsible for an undivided equal proportion of the assets, liabilities and Common Expenses of the Association.

The Developers shall not be liable for and shall be excused from the payment of any annual or special assessments assessed against any Lot owned by the Developer during the period beginning with the recording of this Declaration and terminating at the end of the Development Period, unless the Developer elects an earlier termination date. During this period, the Developer guarantees that the annual assessments imposed on the Lot Owners other than the Developer shall not increase over the dollar amount annually stated above; provided, such guaranteed level of assessment may be adjusted in subsequent years to reflect increased costs experienced by the Association and additional services included in the Association budget. The Developer shall pay any amount of the common expenses of the Association incurred during the Development Period and not produced by the annual assessments at the guaranteed level receivable from other Lot Owners. Upon termination of this guarantee, the Developer shall pay annual assessments for common expenses for Lots owned by the Developer.

Section 7. Special Assessments. In addition to the Annual Assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or for payment of common expenses of emergencies that cannot be paid from the annual assessment for common expenses, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 8. Capitalization Assessment. Upon acquisition of record title to a Lot by the first Owner thereof other than the Developer, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to the greater of fifty percent (50%) of the annual assessment per Lot for that year or Two Hundred Dollars (\$200.00). This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

ARTICLE VI

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COTTAGES AT COASTAL PINES  
ARCHITECTURAL REVIEW COMMITTEE

Section 1. Design Objectives. The homes in Cottages at Coastal Pines will be basically homogenous. Continuity of design character is of major importance.

Section 2. Appointment of Committee. There shall be appointed by the Developer during the Development Period, Cottages at Coastal Pines Architectural Review Committee ("ARC"), which shall consist of at least three persons. The developer or his named agent will be chairman of the committee and will be named "Architectural Administrator." All approval and submissions required hereunder shall be submitted to the Architectural Administrator. If a request for approval has not been approved or disapproved within twenty (20) days after its submission, in proper form and accepted for consideration, then a board member should be contacted for the final decision. After the Development Period, the appointments to the ARC shall be made by the Association's Board of Directors.

Section 3. Modification and Amendment of Guidelines. The restrictions and guidelines contained in this Article VI for construction and improvement of Lots within Cottages at Coastal Pines may be modified and amended by the Developer at any time during the Development Period. Thereafter, the restrictions and guidelines contained in this Article and as amended from time to time by the Developer may be further amended upon the recommendation of the ARC and a vote of two-thirds (2/3) of the Owners of Lots in Cottages at Coastal Pines. All modifications and amendments shall be evidenced by a written amendment to this Declaration, properly executed, which shall be recorded in the public records of Gulf County, Florida.

Section 4. Review by ARC. The ARC, in its review of all proposed construction, modifications or alterations to existing structures, shall be guided by the following standards of environmental control, to wit: those included in this recorded Declaration of Covenants and Restrictions for Cottages at Coastal Pines, as amended from time to time, applicable to the Lots, and such other design criteria as the ARC may promulgate from time to time; and compliance with the following:

A. Architectural Control. No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon Cottages at Coastal Pines, nor shall any exterior addition to or change or alteration therein, including patio covers, be made, nor any landscaping done until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior finish and color regime have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the ARC. All construction must be of new materials and performed by a licensed building contractor acceptable to the ARC.

