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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

