

Prepared by:
Stephen Lowery, Esquire
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, FL 32502
Our File No. 10-40-0067

**CERTIFICATE OF AMENDMENT TO AND RESTATEMENT OF THE
COVENANTS AND RESTRICTIONS FOR LAKE CHARLENE SUBDIVISION**

WHEREAS, the undersigned officer of Lake Charlene Homeowners Association, Inc. (hereafter "Association"), the corporation charged with the operation and control of Lake Charlene, a Subdivision, according to the Lake Charlene, Ltd. – Covenants and Restrictions originally recorded at Official Records Book 874, Page 285 of the public records of Escambia County, Florida, amended by the instrument recorded at Official Records Book 958, Page 646, hereby certifies that the following amendments were proposed and approved in accordance with the governing documents and applicable law; and

WHEREAS, these Amended and Restated Covenants and Restrictions for Lake Charlene Subdivision shall negate and supersede all provisions of the original Covenants and Restrictions.

WHEREAS, the Amended and Restated Covenants and Restrictions for Lake Charlene Subdivision contain amendments to all the Covenants and Restrictions, and

WHEREAS, the Amended and Restated Covenants and Restrictions for Lake Charlene Subdivision were approved by at least two-thirds of the then owners of the living units;

NOW THEREFORE, the following are adopted as the Amended and Restated Covenants and Restrictions for Lake Charlene Subdivision.

Amended and Restated Covenants and Restrictions for Lake Charlene Subdivision are attached hereto as Exhibit "A" and incorporated herein by reference.

The recitals set forth in the Amended and Restated Covenants and Restrictions for Lake Charlene Subdivision are true and correct and are certified as such by the Board of Directors on June 15, 2013

LAKE CHARLENE HOMEOWNERS
ASSOCIATION, INC.

By: Paul Herrald, President

ATTEST:

Pattie Curtis
Pattie Curtis, Its Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of June, 2013, by Paul Herald, as president of Lake Charlene Homeowners Association, Inc., a Florida not for profit corporation.

Faye B. Westholm
NOTARY PUBLIC

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____



FAYE B. WESTHOLM
MY COMMISSION # DD 891178
EXPIRES: August 19, 2013
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of June, 2013, by Pattie Curtis, as secretary of Lake Charlene Homeowners Association, Inc., a Florida not for profit corporation.

Faye B. Westholm
NOTARY PUBLIC

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____



FAYE B. WESTHOLM
MY COMMISSION # DD 891178
EXPIRES: August 19, 2013
Bonded Thru Budget Notary Services

Prepared by:
Suzanne Blankenship, Esquire
Coastal Association Law Group, P.L.
139 East Government Street
Pensacola, FL 32502
Our File No. 10-40-0067

AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR LAKE CHARLENE SUBDIVISION

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Know all men by these presents that the undersigned, being the owners of two-thirds of the Living Units, as evidenced by the joinders attached hereto, in accordance with Article III of the Lake Charlene Ltd. Covenants and Restrictions ("Declaration") made the 6th day of November, 1974, and recorded in Official Records Book 874, Page 285 et seq., of the public records of Escambia County, Florida, as amended by that certain Amendment to Covenants and Restrictions of Lake Charlene Ltd. ("Amendment") made the 11th day of December, 1975, and recorded in Official Records Book 958, Page 646 et seq., of the public records of Escambia County, Florida, hereby fully and completely amend and restate the Declaration and Amendment so that those instruments are replaced in their entirety by these Amended and Restated Covenants and Restrictions for Lake Charlene Subdivision which shall be binding upon and run with the land as to all real property encumbered by the aforementioned instruments as follows:

All lots in Lake Charlene, a Subdivision of a portion of Sections 20, 21, and 56, Township 2 South, Ranges 30 and 31 West, according to Plat of said subdivision recorded in Plat Book 9, Page 53 of the public records of Escambia County, Florida, EXCEPT Lots 1 through 8, Block F, and EXCEPT Parcels A through G.

Now, therefore, these Amended and Restated Covenants and Restrictions of Lake Charlene Subdivision ("Amended Declaration") shall operate so that all of the properties encumbered hereunder 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 real property described herein and be binding upon all parties having any right, title or interest in said 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 the Lake Charlene Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. “Common Areas” shall mean and refer to those areas of real property and water (including any improvements, fixtures or tangible personal property relating thereto) owned by the Association for the common use and enjoyment of Owners which includes, but is not limited to:

Lake Charlene, Lake Joanne and all canals as shown on the Plat for Lake Charlene as recorded in Plat Book 9 at page 53 of the official records of Escambia County, Florida, plus those portions shown as access easements and any area or areas presently designated as a recreation area by the Association.

Section 3. “Board” shall mean and refer to the Board of Directors of the Lake Charlene Homeowners’ Association, Inc.

Section 4. “Lot” shall refer to any lot or homesite in the Subdivision.

Section 5. “Living Unit” shall mean and refer to any portion of a building situated on the properties designed and intended for use and occupancy as a residence by a single family.

Section 6. “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 contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Notwithstanding any applicable theory of a mortgage on the Lot, “Owner” shall not mean or refer to the mortgagee, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 7. “Member” shall mean and refer to all those persons entitled to membership as provided in Article III, Section 1 hereof.

Section 8. “Plat” shall mean and refer to the Plat of Lake Charlene, recorded at Plat Book 9, Page 53, of the public records of Escambia County, Florida.

Section 9. “Subdivision” shall mean and refer to Lake Charlene, a subdivision situated in Escambia County, Florida, according to the Plat.

ARTICLE II – GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners, their respective legal representatives, heirs, successors, and assigns until January 1, 2040, after which time this Amended Declaration shall be automatically extended for successive periods of ten (10) years unless amended by the affirmative vote of two-thirds of the voting interests of the Association; provided, however, that an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Lot or increase the proportion or percentage by which a parcel shares in the common expenses of the

Association unless the record owner of the Lot and all record owners of liens on the affected Lots join in the execution of the amendment. It is the specific intent of this Amended Declaration to fully and completely amend and restate the Declaration and Amendment so that those instruments are replaced in their entirety by this Amended Declaration. Therefore, the requirement that any amendment to the Declaration shall not be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action shall be null and void and of no effect. This Amended Declaration shall be effective upon recordation in the public records of Escambia County, Florida.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or persons to whom notice is being sent appearing on the Association's Official Records.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Applicable Law. These covenants shall be enforced in conjunction with the Chapter 720 of the Florida Statutes, as amended from time to time, the provisions of which shall be liberally construed and deemed to supplement the provisions contained in this Amended Declaration. Further, the Association shall operate pursuant to Chapters 720 and 617 of the Florida Statutes, as amended from time to time, its Articles of Incorporation and Bylaws.

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ARTICLE III – MEMBERSHIP & VOTING RIGHTS

Section 1. Association Membership. The Association shall consist of all Owners of Lots in the Subdivision. Every Owner of a Lot in the Subdivision shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Directors. The Association shall be operated by a board of five directors elected by the Members in accordance with its Articles of Incorporation, Bylaws and applicable law.

ARTICLE IV – ENFORCEMENT OF COVENANTS

Section 1. Enforcement. The covenants and restrictions contained in this Amended and Declaration may be enforced by any Owner or the Association in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction.

Section 2. Attorneys' Fees. In the event of any litigation related to this Amended Declaration, the articles of incorporation, bylaws or rules of the association, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorneys' fees and costs at all trial and appellate levels and post-judgment proceedings.

ARTICLE V – PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 2, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with title to every Lot.

Section 2. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association in accordance with its Articles of Incorporation and By-Laws to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties or assign any special assessment enacted for such purpose as collateral for the loan. In the event of a default upon any such mortgage, the lenders' rights thereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members, and if necessary to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c) The right of the Association to enact rules and regulations governing the Common Areas and to (a) suspend, for a reasonable period of time, the rights of a Member or a Member's guests, tenants or invitees, or both, to use the Common Areas and (b) levy reasonable fines, not to exceed \$100 per violation, against any member or an member's tenant, guest or invitee pursuant to the requirements of Chapter 720, Florida Statutes, as amended from time to time, for failure to comply with this Amended Declaration and the Association's Articles of Incorporation, Bylaws and Rules.

- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and
- (e) The right of the Association 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 agreed to by the Members, provided that no such dedication or transfer, determination as to purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI – PRESERVATION OF LAKES, CANALS & GREEN AREAS

Section 1. Intent and Purpose. It shall be the express intent and purpose of these covenants and restrictions to protect, maintain and enhance the Common Areas such as lakes, canals, pedestrian walkways and easements.

Section 2. Topography. The general topography of the landscape, lake frontage, and canals shall be continued in their present conditions, subject only to exceptions noted herein.

Section 3. Erosion. The Board, shall have the right to protect from erosion the Common Areas by planting grass, trees, palms, and shrubs to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary in its sole discretion.

Section 4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 5. Maintenance. The Association shall have the responsibility to maintain such areas as required by Escambia County and the Florida Department of Pollution Control. Where the Association is permitted by these covenants to protect, repair, clean, preserve, clear out or take any action on property encumbered herein, the Association is hereby granted an easement for ingress, egress and maintenance activities and entering such property (including any Lot) shall not be deemed a breach of these covenants or trespass.

ARTICLE VII – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of 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 agree to pay to the Association: (a) an annual assessment; and, (b) any special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, administrative late fees, costs and reasonable legal fees, shall be a charge on the Lot and shall be continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment becomes due which shall not be extinguished by any sale, transfer or mortgage foreclosure.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvements, construction, management, care and maintenance of any Common Area and any property owned by the Association or in which it has an interest and to carry out all powers of the Association. The Association may fund in a reserve account such sums as it determines in its discretion are necessary and adequate to make periodic repairs and capital improvements to any Common Areas.

Section 3. Annual Assessments. For fiscal year 2011, the maximum annual assessment is Sixty Dollars (\$60.00) per Lot or Living Units payable yearly in advance.

- (a) From and after January 1, 2011, the Board of Directors may fix the maximum assessment for any year at a lesser amount or increase it by no more than Ten Dollars (\$10.00) over the prior year's assessment without a vote of a majority the Members voting, in person or by proxy, at meeting of the Members at which a quorum has been obtained.
- (b) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes and liability insurance upon any Common Area, and nothing herein shall ever prohibit the Board of Directors from increasing the annual assessment to an amount sufficient to pay such taxes and insurance.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, unexpected repair, improvement, management, care or maintenance upon any Common Areas, including fixtures and personal property related thereto, or other costs related to the operation of the Association including, but not limited to, professional fees and costs and attorney's fees and costs, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the Members voting, in person or by proxy, at meeting of the Members called for this purpose at which a quorum has been obtained. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner at least thirty (30) days in advance.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent by United States Mail, returned postage prepaid, to all Owners of record. Notice of a meeting shall be sent to the Owners not less than fifteen (15) days, or more than thirty (30) days in advance of such meeting. At the first such meeting called, 60% of the voting interests (in person or by proxy) shall constitute a quorum. If the required quorum is not present, 30% of the voting interests (in person or by proxy) shall constitute a quorum at a subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of commencement of annual assessment; Due Dates. The annual assessment provided for herein shall become wholly due in advance and payable the first day of January of each year.

Section 7. Changes in assessment dates and amounts. The Board may change the date of commencement and amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of the assessment shall then be sent to every Owner. The Association shall upon demand at any time furnish to the Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Personal obligations of the Owners; Remedies of the Association. Any annual or special assessment not paid when due bear interest from the due date until paid at the highest rate allowed by law (currently 18%) per year) The Association may also charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of the amount of each installment that is paid past the due date. The assessment also shall be a continuing lien on the Lot against which the assessment is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the assessment that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. A claim of lien may be recorded by the Association in accordance with Chapter 720 of the Florida Statutes as amended from time to time.

The Association, after first giving ten (10) days written notice to the holder of any first mortgage on the Lot, may bring an action at law against the Owner personally obligated to pay the assessment, and/or foreclose the lien against the Lot. No Owner may waive or otherwise avoid personal liability for the assessments provided herein by non-use of any Common Areas, facilities or real property owned by the Association, or by abandonment of his Lot.

Additionally, the Association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days. The Association may exercise all rights afforded by Chapter 720, *Florida Statutes*, as the same may be amended from time to time, including but not limited to Sections 720.305 and 720.3085, *Florida Statutes*, in order to collect unpaid assessments and enforce the provisions of this Declaration.

Section 9. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from the liability of any assessments thereafter coming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; (c) all properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 11. Maintenance. In the event an Owner fails (after ten (10) days written notice from the Association or the Architectural Control Committee sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board or the Architectural Control Committee, 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 due from the Owner of such Lot at the time 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 VIII – ARCHITECTURAL CONTROL COMMITTEE (ACC)

Section 1. Prior Design Approval. No residential structure, fence, wall, pool, 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 existing structures; and as to the location with respect to topography and finished grade and full compliance with the easements, restrictions and these covenants and in conformance with the published guidelines (“Architectural Guidelines”) of the Architectural Control Committee which may be obtained by any Owner from the Association. Approval shall be by a majority vote of the Architectural Control Committee, or by the Architectural Control Representative selected by a majority vote of the Architectural Control Committee.

A) For the purpose of insuring the maintenance of the Subdivision as a development of the highest quality and standard, and in order that all improvements on each Lot shall present an attractive, aesthetically harmonious, consistent appearance from all sides of view, the Architectural Control Board, which shall consist of three (3) owners appointed by the Board of Directors, is hereby vested with authority to adopt architectural guidelines consistent with this purpose, and shall have the power and discretion to control and approve all construction, remodeling, or addition to any buildings, dwelling, structures, or other improvements of any kind on each portion of any Lot in the manner and to the extent set forth herein. The Architectural Control Board and members thereof shall not receive any compensation for the services rendered and performed pursuant to this provision.

B) No residential structure, fence, wall, mailbox, driveway, shed, storage building, swimming pool, playground equipment, landscaping, or other structure or improvement of any nature whatsoever, whether attached to or detached from the main building or any building, shall be commenced, placed, erected, altered, or allowed to be maintained and remain on any lot in the subdivision unless and until the design, location, color, plans, specifications, and plot plan showing the location of such building or improvements have been approved in writing as to the quality of workmanship and materials, size, type, color, appearance, and harmony of exterior design with the requirements of these restrictions and architectural guidelines, and with existing structures and location with respect to topography and finished grade by a majority of the Architectural Control Board. The specific structures and improvements referenced in this paragraph are in addition to any other specific restrictions on specific structures or improvements stated in this Declaration including, without limitation, Article IV. The procedures of this paragraph shall apply to any other specific restrictions on specific structures or improvements.

C) No change, modification, alteration, or addition shall be made to the exterior of any structure or improvement, including without limitation, color, material, landscaping, elevations, or surface contour, located on a Lot or on any other property, unless and until all requirements under this provision and Declaration are fully complied with and the Architectural Control Board has approved such in writing.

D) In the event the Architectural Control Board shall reject any submission made under this provision, the Architectural Control Board shall so inform the Owner in writing stating the basis for its denial or disapproval. In passing upon any submission made under this provision, the Architectural Control Board may take into consideration the suitability and desirability of the proposed construction, the materials of which the same are proposed to be built, the portion of the Lot upon which the proposed structure or improvement is to be built or placed, the quality of the proposed workmanship and materials, the harmony of the overall external design and appearance with the surrounding neighborhood and existing structures therein, and the affect and appearance of such construction as viewed from other elevations.

E) A sample of all building materials proposed to be used in the construction of any structure or improvement shall be submitted to the Architectural Control Board as it shall specify or require for consideration of any submission. Failure to submit a sample of any building material shall constitute grounds for denial of any request by the Architectural Control Board.

F) In addition to the foregoing requirements, any alteration, addition, improvement, or change must be in compliance with the requirements of all controlling governmental authorities, and the owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Architectural Control Board of any submission may be conditioned upon the owner requesting such approval obtaining a building permit, or providing the Architectural Control Board with written evidence from the controlling governmental authority that such permit will not be required, and in that event the owner requesting approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Architectural Control Board.

G) Upon approval by the Architectural Control Board of any submission under this provision, construction shall be commenced and pursued to completion promptly in strict conformity with the approved plans and specifications. The Architectural Control Board shall be entitled to stop any construction in violation of these restrictions and all architectural guidelines and any such exterior addition, change, alteration, modification to, or erection of any structure or improvement and/or made without written application having first been made and written approval having been obtained by the Architectural Control Board. Any violation of the submission requirements contained herein shall be deemed a violation of this Declaration and the owner may be required to restore the Lot to its original condition at the owner's cost.

H) The Architectural Control Board shall have the right to inspect the owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the plans and specifications submitted to and approved by the Architectural Control Board. Failure of an owner to comply with the provisions of this Article, or failure of an owner to carry out construction in accordance with the provisions of this Article, shall subject the owner to all equitable and legal remedies, including the equitable remedy of specific performance, without further notice.

I) In the event the Board shall be required to maintain any action in law or equity to remedy the violation by an owner of the provisions of this Article, the Board shall be entitled to recover its reasonable attorney's fees and costs, including attorney's fees and costs incurred establishing the amount of the same, through trial and appeal.

J) Neither the Board of Directors nor the Architectural Control Board, nor any member or agent thereof, is authorized to waive, modify, release, or excuse in any way an owner or any person from strict compliance with the provisions of this Article. No approval of any submission may be made verbally or by silence. No owner may construe any action or inaction of the Board of Directors nor the Architectural Control Board, nor any member or agent thereof, as authorization for the construction of any structure or improvement without written approval of the Architectural Control Board.

K) Notwithstanding anything contained herein to the contrary, the Architectural Control Board shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner due to the exercise or non-exercise of such control, or the approval or

disapproval of any submission. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans and specifications or improvement are complete or do not contain defects, or in fact meet any standards, guidelines, or criteria of the Architectural Control Board, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the Association, the Board of Directors, nor the Architectural Control Board shall be liable for any defect or deficiency in such plans, specifications, or improvements, or any injury or damages resulting therefrom.

Section 2. Architectural Control Committee Membership. The Architectural Control Committee shall consist of three (3) members appointed by the Association Board of Directors. Upon occurrence of a vacancy on the Architectural Control Committee, the Board of Directors shall appoint a new member. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed. All decisions of the Architectural Control Committee shall be by majority vote. Decisions of the Architectural Control Committee shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design, including materials and color.

Section 3. Enforcement. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, the Association or the Architectural Control Committee may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

ARTICLE IX – RESTRICTIONS AND COVENANTS

IT IS TO BE EMPHASIZED THAT ONE OF THE UNIQUE FEATURES OF THE SUBDIVISION IS ITS TREES. THE ASSOCIATION WILL REQUIRE AND ENFORCE THE PRESERVATION AND MAINTENANCE OF THESE TREES TO THE EXTENT POSSIBLE AS DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE.

The following restrictions will be observed and adhered to by all Owners. However, the Architectural Control Committee is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions, as well as Architectural Guidelines promulgated by it from time to time, utilizing the same standards of review, 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 Subdivision as a whole, and that same is consistent with the first class single family residential subdivision contemplated hereby. Neither the Architectural Control Committee, nor any of its members shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

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 home office, provided, however, that in no event shall any such permitted home office be one where clients, customers, sale persons or others would routinely visit. 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, a pool, a detached gazebo and/or utility building/shed (designed in conformity with the architectural design of the residential structure). No such permitted detached structure may be constructed prior to completion of construction of the residential structure. An approved tool room and/or laundry room may be attached to the residential structure or garage. No window air conditioning units shall be permitted in any structure on any Lot.

Section 2. Set Back Requirements. The following set-back requirements shall apply to all Lots: (a) No building shall be located on any Lot nearer than twenty-five (25) feet from the front lot line or nearer than twenty (20) feet to any side street line; (b) No building shall be located nearer than ten (10) feet to an interior lot line, nor nearer than fifteen (15) feet to the rear lot line; (c) Any additional structure must conform to these set back requirements and be approved by the Architectural Control Committee as specified in Article VIII, Section 1.

Section 3. Minimum Square Footage and Size. The main residential structure constructed on any Lot shall not exceed two (2) stories in height and shall contain the minimum square footage, exclusive of one story porches, garages, carports, and patios specified below:

Lake and Canal Waterfront	1700 square feet
Non-Waterfront	1500 square feet

In the event a structure in the aforementioned area contains more than one story, the ground floor must contain not less than 1,000 square feet, which must be completely finished as a living area, and at least 400 square feet of the second floor area must be completely finished as a living area. However, the total square footage finished as living area must equal or exceed that of the required one story dwelling.

Section 4. Garages. Every residential structure shall include, at a minimum, a two-car garage or functional carport. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, tractors, mowers, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus shall not be parked anywhere on the Lot, temporarily or permanently (except for infrequent short term parking not to exceed 48 hours in any two week period), except in garages or otherwise enclosed or camouflaged so as not to be detrimental to the appearance of the property from any lot line. Carports shall be screened so that the interior thereof is not visible from the street which runs in front or on the side of the property.

Section 5. Waterfront.

(a) **Waterfront Structures and Alterations.** Lake Charlene, Lake Joanne and interconnecting canals are intended for the use and enjoyment of all Lake Charlene community residents and homeowners. The erection of structures or alterations of the landscape upon or over the waters, along the shore line or within twenty (20) feet of the water's edge is prohibited unless such structures and alterations are specifically approved in writing by the Architectural Control Committee as provided by Article VIII.

(b) **Mandatory Bulkheads.** The Owners of all waterfront Lots or parcels abutting on Lake Joanne or on one of the canals, shall be required to construct a bulkhead along said abutting shoreline prior to the commencement of construction or other improvements upon said Lot. The size, design, type of construction and location shall be determined by the Architectural Control Committee.

(c) **Permitted Bulkheads.** The Owners of waterfront Lots abutting on Lake Charlene may construct a bulkhead along the abutting shoreline upon approval by the Architectural Control Committee of its size, design, type of construction and location.

(d) **Bulkhead Maintenance.** Maintenance of all bulkheads shall be at the expense of the abutting Lot Owner. If the abutting Owner shall fail or refuse to maintain said bulkhead, the Association may, after thirty (30) days written notice to the Owner, undertake such maintenance itself. The charges for such maintenance shall be a lien on the property of the Owner and shall be enforceable as are assessment liens.

Section 6. Boating. Sailboats, canoes, rowboats and small boats powered by electric motors (of 3 horse power or less) are permitted on the lakes and canals. No combustion engine boats shall be permitted.

Section 7. Swimming. No swimming shall be permitted from any area owned by the Lake Charlene Homeowners Association, Inc., except in authorized swimming pools approved by the ACC. Any Owner of a Lot abutting a lake who swims or permits others to swim from such Lot shall do so at his own risk. Lake Charlene Homeowners' Association, Inc. assumes no responsibility for the purity of the water in the lakes or the lack thereof. All above ground swimming pool are expressly prohibited.

Section 8. Building Condition, General Appearances, Nuisance and Health Regulations. All Lots and improvements thereon shall be maintained in good repair, clean and sanitary at all times. No nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 9. Games and Play Structures. All fixed game and play structures shall be located at the rear of the dwelling or on the inside portion of the corner Lots within the set-back lines. The ACC reserves the right to designate the location of such equipment at any time and for any reason. Tree houses or platforms of a like kind or nature shall not be permitted nor shall any equipment or attachment thereof which exceeds six (6) feet in height. All recreation facilities constructed erected or permitted to remain on a Lot (temporarily or permanently), including, without limitation, swimming pools and any other play or recreation structures, basketball

backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature (if visible from the front of the Lot) must be adequately walled, fenced, or landscaped in a manner specifically approved by the Architectural Control Committee before such facility is constructed, erected or placed on a Lot.

Section 10. Temporary Structures. No trailer, house trailer, travel trailer, or motor home, tent, camper, or other vehicles shall be parked or stored outside the confines of a garage. Nor shall any of these or other out-buildings 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 shall be occupied.

Section 11. Fences and Walls. All fences or walls constructed upon any Lot shall have prior approval of the Architectural Control Committee. The composition, location and height of any fence or wall to be constructed on any Lot shall be submitted to Architectural Control Committee. No fence or wall of any kind shall be constructed nearer to the front property line than the front of the residence. No chain link fences will be permitted except around retention ponds, lift stations and other utility stations, as may be required by local subdivision ordinances. In addition, secondary chain link fences which are inside the boundaries of a primary fence may be used in backyards for enclosing pet areas provided any such chain link fence is lower than the primary fence.

Section 12. Signs. No sign of any kind shall be displayed to public view on any Lot visible to the outside except one sign of reasonable size advertising the property for sale or rent, or signs used by a builder to advertise the property for sale during the construction and sales period unless approved by the Architectural Control Committee. Exceptions are to include temporary political and yard sale signs pursuant to any rules adopted by the ACC.

Section 13. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon a Lot nor shall anything be done thereon which may become an annoyance to the other Owners in the Subdivision.

Section 14. 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 being leashed or caged. 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. No more than two household pets are allowed per Lot. If, in the opinion of a majority of the Board, a particular pet creates a nuisance, the Board may require the Owner to immediately remove said pet from the Subdivision.

Section 15. Trash. All garbage and trash containers, bottled gas tanks shall be kept clean and sanitary, placed in a walled-in-area or screened from view so that they shall not be visible from any lot line (except for approved garbage cans awaiting pickup by garbage collection services, but, in such case, only for the limited period of time reasonably required to

accommodate such collection). No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. There shall be no burning of trash or other waste materials.

Section 16. Variances. Should any of these covenants impose a particularly unfair, unjust, or substantial hardship on any Owner or lessor, he may petition the Association in writing to seek a variance of the covenant requirements. The Board shall have the authority to issue such variance. At any time two-thirds (2/3) of the Owners of record of the property under the jurisdiction of the Association may by written instrument duly recorded in the public records of Escambia County, Florida, modify or waive the requirements contained in these Restrictions.

Section 17. Recreation Areas. The recreation areas (as designated by the Association) are solely for the use of residents and Owners within the Subdivision, their accompanied guests and invitees.

Section 18. Invalidation. The invalidation of any of these covenants or restrictions or portions thereof by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

Section 19. 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 Architectural Control Committee) shall be used during all construction.

Section 20. Corners. No fence, hedge or shrub planting which obstructs vehicular sight lines shall be placed or permitted to remain on any corner Lots.

IN WITNESS WHEREOF, these amendments to and restatement of the Declaration are certified by Lake Charlene Homeowners Association, Inc. as having been approved and joined by not less than two-thirds (2/3) of the owners of the Living Units, as provided by Article III, Section 1 of the Declaration, the joinder of such Owners to this instrument and consent to this Amended Declaration being attached hereto and incorporated by reference, and executed this the 29th day of July, 2013.

WITNESSES:

Melissa Bussell
Printed Name: Melissa Bussell

Tammy L. Kelly
Printed Name: Tammy L. Kelly

Lake Charlene Homeowners Association, Inc., a Florida not-for-profit corporation

By: Paul Herrald
Printed Name: Paul Herrald
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of July, 2013, by Paul Herrald, as President of Lake Charlene Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the Association. He/she personally appeared before me and is personally known to me, or has produced Florida Drivers License as identification.

Tammy Lynn Kelly
Print Name: Tammy Lynn Kelly
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____
[Notary Seal]

