

THIS INSTRUMENT PREPARED BY:  
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**AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE COVENANTS**

**(SANDS OF CARRABELLE)**

**THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS** (hereinafter referred to as "this Declaration") is made and entered into this \_\_\_\_\_ day of June, 2018, by the Owners of the lots comprising the **SANDS OF CARRABELLE**, whose mailing address is \_\_\_\_\_ (hereinafter referred to as the "Owners"), for themselves, their heirs, grantees and assigns.

**WITNESSETH:**

1. **LANDS.** The Owners are the owners of certain lands located in Franklin County, Florida, more particularly described in Exhibit "A" attached hereto. These covenants and restrictions are hereby imposed on all lands described in Exhibit "A" (hereinafter called the "Property" or the "lands"), effective as set forth in paragraph 3. below.

2. **NAME.** The name by which the Property shall be known and identified is "**SANDS OF CARRABELLE**".

3. **SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS.** **Owners** impress and impose upon the Property these restrictive covenants, which shall run with the land. This Declaration shall be binding upon Owners, their heirs and assigns. All restrictions, reservations, easements and cross-easements set forth herein shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth in full in the instrument of conveyance.

4. **DEFINITIONS.** The terms used in this Declaration shall have the following meanings:

A. "Townhome" shall mean the parcel of real Property, and the single-family living Unit constructed on it. Each Townhome as currently designed is either one of three

Units of a triplex building or one of four units of a quadplex building, each sharing a "Common" or "party" wall with the adjoining Townhome Unit Owner.

B. "Unit" shall mean either a Townhome or single family residence and the land it is built upon.

C. "Quadplex Unit" shall mean one of four single Townhome residences per quadplex building.

D. "Homeowner" or "Unit Owner" means the owner of a Townhome in either a triplex unit or quadplex unit.

E. "Association" means **SANDS OF CARABELLE, INC.**, a non-profit association, and its successors, which Association shall be responsible for the operation, maintenance and management of the **SANDS OF CARABELLE**. The Association shall have the rights, duties and obligations as are set forth in this Declaration; the Bylaws and the Articles of Incorporation.

F. "Bylaws" shall mean such bylaws as are established by the Association from time to time.

G. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

H. "Property" means and includes the land described in the plat of **SANDS OF CARRABELLE**, recorded on February 11, 2004 in the Public Records of Franklin County, Florida in Plat Book 8, Page 12 and attached hereto as Exhibit "B", and all improvements thereon, together with all easements and rights appurtenant to the Property intended for use in connection with the Property, and necessary to effectuate the purpose and intent as set forth herein.

I. "Triplex" shall mean a free standing building consisting of three (3) adjoining units built with common or party walls and not connected on either side to other buildings.

J. "Quadplex" shall mean a free standing building consisting of four (4) adjoining Units built with common or party walls and not connected on either side to other buildings.

K. "Parking Pads" means the parking area constructed in front of each building for the use of the homeowners within the building.

L. "Unit" shall mean an individual unit in either a Triplex or Quadplex building.

**5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.**

A. **Membership:** Any person who owns Property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any Unit is owned by more than one (1) person, one (1) of the Owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the Owners of the Unit.

In the event the Unit Owner is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

B. **Voting Rights:** The Association shall have one (1) class of voting members as follows:

"Class A" - Class A members shall be all Owners and shall be entitled to one (1) vote for each Unit owned.

**6. ASSESSMENTS AND LIENS.** Each Owner, by the acceptance of a deed for a Townhome located within the Property, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association:

A. Annual assessments or charges as herein set forth and as established by the Association; and

B. Special assessments for capital or other improvement or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees required to collect the same, if any, shall be a lien against the Townhome owned by the party failing to make the payment as due; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such Townhome. Assessments shall be made pursuant to the bylaws of the Association. No Unit Owner may exempt himself from liability for his contribution towards the common

expenses by waiver of the use or enjoyment of any of the easement areas or by the abandonment of his Townhome.

**7. PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used to promote and maintain the health, safety and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first-class condition and in a good state of repair of the entrances to the Property and such other areas which are maintained by the Association, whether owned by the Association or by a Unit Owner and maintained by the Association.

**8. DEPOSIT OF ASSESSMENTS.** All sums from assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Restrictive Covenants, the Articles of Incorporation, Bylaws or other agreements among the Unit Owners.

**9. AMOUNT OF ANNUAL ASSESSMENTS.** The annual assessment per Unit shall be One Thousand Fifty Dollars (\$1,050.00) for the year 2018 and shall be prorated as of date of occupancy. Thereafter, the assessment shall be set by a vote of the Board of Directors of the Association. The assessments shall be paid one-half on January 1<sup>st</sup> of each year and one-half on July 1<sup>st</sup> of each year. The Board of Directors may not increase the annual assessments by more than fifteen percent (15%) over the previous year's assessments without the approval of a majority of the Unit Owners to raise their assessments.

**10. SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, re-construction, repair or replacement of the improvements or easements within the Property. The decision to make the special assessment and the amount of the assessment shall be made in accordance with the Articles of Incorporation and Bylaws of the Association.

**11. COLLECTION OF ASSESSMENTS.** Payments of assessments are to be paid twice annually as provided above. Payments not made within fifteen (15) days of

the due date shall be delinquent. No set-offs shall be allowed to any Unit Owner for repairs or improvements, or services contracted for by any Unit Owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Unit Owner, all legal costs including reasonable attorney's fee incurred by the Association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

**12. SERVICE CHARGE OF DELINQUENT ASSESSMENTS.** In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within fifteen (15) days of the due date, upon decision of the Board of Directors of the Association, bear a service charge of not more than five percent (5%) of the amount due.

**13. EFFECT OF TRANSFER OF TITLE ON ASSESSMENT.** The sale or transfer of any Unit shall not affect the assessment lien; provided, however, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceedings in lieu thereof 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 Unit from liability from any assessment thereafter becoming due or from the lien thereof.

**14. ADDITIONAL DUTIES AND POWERS OF ASSOCIATION.** In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the Association, the Association shall:

A. Maintain and otherwise manage all the common areas and all improvements and landscaping on the common areas and at the entrances to the Property.

B. Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the easements or cross-easement areas.

C. Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

D. Have the authority to employ a manager or other person and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including a yard maintenance service.

E. The Association shall maintain the holding ponds and the discharge pump. The Association shall also be responsible for the utility charges associated with the discharge pump.

F. The Board of Directors shall be allowed to assess any Estoppel Fee for all transactions which shall initially be \$250.00 but can be amended as provided by Florida Statutes.

**15. EXTERIOR MAINTENANCE OF TOWNHOMES AND OTHER AREAS.**

The Association may maintain, at its election, all of the yards within the subdivision and all of the common areas and shall pay for such maintenance from the annual assessments. The Association's agents or employees shall have the right to go onto the Property of any Unit Owners for the sole purpose of maintenance as provided for in this paragraph. Any contract for continual maintenance of the yards and common area shall be approved by the Board of Directors of the Association after solicitation of at least three (3) bids from persons or firms capable of providing similar landscaping services.

**16. EASEMENTS.** The following easements shall be deemed to be covenants running with the land with relation to the Units and the Property described in Exhibit "A".

A. Fencing easement along and upon the boundaries of the Property. The Association may erect a fence upon all or parts of the boundaries of the Property. The Association may subsequently decide to erect on such boundaries, additional or alternative fencing. The Association

shall maintain such fences. All Unit Owners in the **SANDS OF CARRABELLE** will allow the Association or its agents or designees the right to go over or upon lots within the **SANDS OF CARRABELLE** for the purpose of construction, maintenance and repair of such fencing.

B. Utility easements are reserved through the Property for utility services in order to properly and adequately serve all Units constructed within the Property; provided, however, that such easements through any of the Units shall be only according to the plans and specifications or as the building on the Property is actually constructed unless approved in writing by the Unit Owner. Utilities as used in this paragraph shall be given a broad meaning and shall include, but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities.

C. If any Unit shall encroach upon any easement area or other lot by reason of original construction, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portions thereof lie within the Units or the lots owned by Homeowners other than the Owner of a Unit served by said lines or connections, the Owner of any Unit served by said connections shall have the right and is hereby granted an easement to the full extent necessary to enter upon such Units lots or to have the utility companies enter upon the Units or lots in or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain the connections as may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the Property, which connection or lines serve more than one Unit, the Owner of each such

Unit served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serve his Unit, and such Owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections.

**17. PARKING.** Any motor vehicles, boats, motor homes, or trailers kept on the Property shall be stored under the Unit or in the driveway only. No non-operable motor vehicles shall be parked on the Property in excess of seven (7) consecutive days.

**18. LAND USE AND BUILDING TYPE.** No Townhome shall be occupied or used except for residential purposes by the Owners, their tenants or social guests.

**19. ARCHITECTURAL CONTROL:** No building, shed or other structure of any type, including, but not limited to, fences and swimming pools, whether of a temporary or permanent nature, shall be built, placed or allowed to exist on any lot, nor shall any exterior modification of any Unit be made without the prior written approval of the Board of Directors of the Association or their designee. Any Owner seeking approval shall submit detailed plans and specifications showing proposed locations on the Property.

**20. NUISANCES.** No noxious or offensive activities shall be carried on, in, upon or around any Unit or in or upon any easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Homeowners or their tenants or licensees or any of them which shall in any way interfere with the quiet enjoyment of the Owners, tenants or licensees of his respective living Unit or which shall in any way increase the rate of insurance for the Property.

**21. SIGNS.** No sign of any kind shall be displayed to the public view on any Unit or any portion of the easement areas, except one sign of customary and reasonable dimension advertising for sale or rent.

**22. GARBAGE DISPOSAL.** All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Bear proof cans are required. The Association requires that all trash cans be bear proof trash cans,



and that for all units which are in rental programs, the trash service is mandatory. \$100 fines will be enforced on all offenses of not having bear proof cans that are overturned, to offset cleanups which the Association has to have done due to overturned cans.

**23. EXTERIOR APPEARANCE OF EACH UNIT.** No Unit Owner may make any alterations or additions to any Unit without first obtaining the written consent of the Board of Directors of the Association approving the plans and specifications for the changes or alterations to be made to the Unit.

No Homeowner may enclose in the area underneath the Townhome from the first to second column from the street. Any enclosure underneath the Townhome must be finished with vinyl siding to match exterior of Unit.

All drapes or curtains visible to the outside of any Unit shall have a white backing.

All exterior changes and updates, to include storage buildings, additions, deck staining or alterations to decks, installation of both fixed and temporary structures must be submitted to the Association for approval.

**24. ROOFING:** The roof of each triplex or quadplex serves as the roof for all Units in the building. The Unit Owners in each building shall be equally responsible for the cost of maintenance repair or replacement of the roof of the building in which the Unit is located. If a roof of a duplex is damaged or destroyed or is otherwise in need of repair or replacement, any Owner who has a Unit in the duplex needing the repair or replacement may, after notice to the other duplex Unit Owner, make such repairs or replacement, and the other duplex Unit Owner shall contribute to the cost of such repair or replacement in equal shares. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rules of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision in this paragraph, an Owner who by his negligent or willful acts causes damages to the roof of a duplex exposing the other Unit in the duplex to the elements shall be liable for any such damage and shall bear the entire cost of furnishing the necessary protection against the elements for the other Unit.

**25. FENCES:** No fences shall be allowed in the front of any Triplex or Quadplex. Backyard fences may extend from the rear of the Unit to the back lot line. Backyard fences on any Unit may not extend outside of a line that is an extension of line from the corner of the building to the rear Property line. No fence shall be placed so as to prevent the use of easement for the purpose of which the easement was established. Therefore, subject to the foregoing restriction, a backyard fence for a corner Unit in a duplex building may extend from the rear corner of the building parallel to the Property line to the back lot line. In addition, all fences must provide access from the rear to allow entry of yard maintenance crews employed by the Association. Notwithstanding anything in this paragraph to the contrary, consent of the Board of Directors of the Association must be obtained as provided for in the Declaration of Restrictive Covenants before any fence is constructed by any Unit Owner. No fence or structure shall be allowed in the common area.

**26. RIGHT TO LEASE.** The Homeowners shall have the right to lease or rent their Unit, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the Bylaws and any rules and regulations of the Association.

**27. REGULATIONS.** Reasonable regulations concerning the use of the Property including common easement areas and all other areas which the Association maintains, regardless of fee Ownership, may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents upon request. All Owners or their guests or tenants must possess a pool pass issued by the Association when using the pool. Satellite antennas must be affixed to the home or porch and may not be installed in the ground.

**28. PETS.** Household pets such as dogs or cats are permitted, but no dog or cat shall be permitted to run free, and it must be on a leash or under the direct control of its Owner when it is anywhere on the Property other than upon the Owner's lot.

**29. LIMITATION OF LIABILITY OF ASSOCIATION.** Notwithstanding the duties of the Association, specifically including, but not limited to its duty to maintain and repair the entrances and the common areas, the Association shall not be liable to Home-

Owners, their invitees or guests for injury or damage caused by any latent defect or condition of the Property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

**30. ESTIMATES OF COST OF REPAIRS AND RECONSTRUCTION.**

Within a reasonable time after a casualty or loss to Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing the damaged Property. The Association shall diligently repair or replace the same unless a majority of the Homeowners vote to the contrary.

**31. ENFORCEMENT OF OBLIGATIONS.** Each homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and any regulations adopted by the Association. Upon failure of a Homeowner to so comply the Association, any mortgagees having a first lien, or other Homeowners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent non-compliance therewith.

**32. INSURANCE.** Each Unit Owner shall maintain fire and extended coverage insurance on his Unit and improvements in an amount equal to the maximum insurable replacement value. The Association may require the Unit Owner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as loss payees, all insurance proceeds shall be used to promptly repair or replace the damaged Property unless the Board of Directors of the Association shall otherwise agree.

**33. PARTY WALLS.** Each wall built as a part of the original construction of a Triplex or Quadplex within the property and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this

paragraph, the general rules of law regarding party walls and liability for Property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and if the other Owners thereafter shall make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provisions in this paragraph, an Owner who, by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this paragraph shall run with the land, and shall pass to such Owner's successors in title.

#### **34. AMENDMENTS TO DECLARATION.**

A. **Amendments By Owners:** Except as provided in this Declaration, this Declaration may be amended (i) by the consent of the Owners of two-thirds (2/3) of all Units, together with (ii) the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the Homeowners may be evidenced by a writing signed by the required number of Homeowners or by the affirmative vote of the required number of homeowners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a Certificate of the Secretary or an Assistant Secretary of the Association.

**35. ANNEXATION:** The Owners may, with prior approval of FHA/VA, elect to annex additional Property into the subdivision known as the **SANDS OF CARRABELLE;** provided, however, such additional Property is subject to these or similar Restrictive Covenants.

**38. ELECTION OF BOARD OF DIRECTORS.** The Board of Directors shall consist of a minimum of four members and be elected by a majority of the Owners

attending the Annual Meeting. The President of the Association shall remain a member of the Board of Directors for one (1) year following the President's term of office.

**39. VARIANCES.** Variances for minor deviations from this Declaration may be granted by the Association at any time to any Property Owner within the Property. Variances for such minor deviations, if any, are discretionary.

**40. TITLES.** The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

**41. SEVERABILITY.** The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions.

**42. TERMINATION.** Unless sooner terminated according to the manner herein provided, this Declaration, but not the easements granted hereby, shall terminate on June 3, 2045.

**IN WITNESS WHEREOF**, the Owners through the President of the Board of Directors of the Association caused this Amended and Restated Declaration of Restrictive Covenants to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

**SANDS OF CARRABELLE, INC.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its President**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing Amended and Restated Declaration of Restrictive Covenants was acknowledged before me by \_\_\_\_\_, as President of **SANDS OF CARRABELLE, INC.**, who executed the foregoing on behalf of the corporation, and is personally known to me/presented \_\_\_\_\_ as identification and who did not take an oath, this \_\_\_\_\_ day of June, 2018.

\_\_\_\_\_  
NOTARY PUBLIC