

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
WOODLAND OAKS, A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made this 15th day of April, 1984, by NORTH FLORIDA BENCHMARK, INC., a Florida corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Pensacola, Escambia County, State of Florida, which is more particularly described as follows:

That portion of the Lorenzo Vetrian Grant, Section 16, Township 1 South, Range 29 West, Escambia County, Florida, described as follows:

Commencing at a concrete monument at the Northwest corner of said Grant; thence South 65°34'40" East along the North line of said Grant, a distance of 3,238.39 feet; thence South 24°25'20" West, a distance of 2,190.00 feet for to the Point of Beginning; thence continue South 24°25'20" West a distance of 419.72 feet; thence South 65°44'58" East, a distance of 14.00 feet; thence South 24°25'20" West, a distance of 148.98 feet to a Point in the North right-of-way line of Wimbledon Drive (66 foot R/W); thence North 65°33'03" West along said right-of-way line, a distance of 107.47 feet; thence North 24°25'20" East, a distance of 144.61 feet to a Point of curvature; thence Northwesterly along the curve to the left having a radius of 122.86 feet, a chord bearing of North 13°20'53" West, a chord distance of 150.50 feet for an arc distance of 161.98 feet; thence North 65°34'40" West, a distance of 115.93 feet; thence North 23°25'07" East a distance of 305.08 feet; thence South 65°34'40" East a distance of 306.93 feet to the Point of Beginning, containing 2.7747 acres, more or less.

NOW, THEREFORE, Declarant hereby declares that its interest in all of the properties described above shall be held, assigned, 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 aforesaid interest in the real property and be binding on all parties having any right, title, or interest in the described properties 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 Woodland Oaks Homeowner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of conveyance of the first lot is described as follows:

All of the property shown on the recorded plat of Woodland Oaks with the exception of the numbered lots.

Section 5. "Lot" shall mean and refer to any lot of land shown and designated upon the recorded subdivision plat of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to North Florida Benchmark, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development.

## ARTICLE II

### Property Rights

Section 1. Owner's Easements of Enjoyments. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### Maintenance By Association

Section 1. The Association shall collect sufficient funds by assessment upon the Lot owners to adequately maintain the following:

(a) The shrubbery and other grass and plants located in the Common Areas within the Woodland Oaks Subdivision. Such maintenance shall include proper care for the plants in each such Common Area, including trimming, fertilizing, watering and replacement of dead or damaged plants as such occur. The Association shall also pay all expenses in connection therewith.

(b) Maintenance of the exterior portion of, and replacement of the fence which encloses the Woodland Oaks Subdivision. Such maintenance shall extend to the replacement of any boards which are stolen, destroyed, or deteriorate to such condition as shall necessitate replacement in the opinion of the Board of Directors or the Association. Any marring, defacing or other unsightly conditions arising upon the exterior of such fence shall likewise be rectified by replacement of such boards or other method adopted by the Board of Directors of the Association.

(c) The stormwater holding pond located at the Northeast end of the Woodland Oaks Subdivision between Blocks B and C shall be maintained and repaired as required to keep standing water from accumulating in the pond. The only means of removal of stormwater from the existing holding pond is by percolation through the bottom of the pond. At any time water is observed standing just below the existing two (2) standpipes for more than four or five days, maintenance should be performed on the pond bottom. This maintenance will require the removal of this water by pumping and removal of the upper one to three inches of soil in the pond bottom. This material should then be replaced with a clean coarse grade sand that does not contain any fine sand or clay material. When operating properly, the pond should remain dry except for a short period after an intensive rainfall event. Routine maintenance will involve removal of debris from the pond and trimming of grass along the sides. The Association shall also pay all expenses in connection therewith.

(d) All mailboxes and structures containing same shall be maintained, repaired and replaced as required in the opinion of the Board of Directors of the Association.

(e) In the event an owner of any Lot(s) in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, after approval of two-thirds (2/3 rds) of the Board, the Board shall give written notice to said owner and shall present the matter to the membership at the next regular or special meeting of the Association. The Association, upon consent of a majority of those voting in person or by proxy, shall have the right to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

(f) Such other items of maintenance as the Board shall deem to undertake upon the consent of two-thirds (2/3rds) of the members as hereinafter set forth.

Section 2. Annual budget: The Board of Directors shall prepare an annual budget listing anticipated income and expenditures of the Association. The budget should list anticipated expenditures for maintenance items hereinbefore mentioned as well as other anticipated expenditures such as insurance and street lights. The budget must be approved by a majority of members voting in person or by proxy at the annual meeting of the Association.

#### ARTICLE IV

##### Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Members shall be Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast in respect to any Lot.

## ARTICLE V

### Covenat for Maintenance Assessments

#### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties hereby covenants, and each 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 agree 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 attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time which the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them, or unless a recorded claim of lien has been filed by the Association in the public records prior to the passing of title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements and maintenance of the portions of the Properties as hereinafter specified and for the payment of property taxes that may be assessed against the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot or Fifteen (\$15.00) per month, payable monthly in advance.

(a) From and after January 1 of the year in immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment provided herein without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum by November 1 of each year.

Section 4. Special Assessments for Capital Improvements. 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, reconstruction, repair or replacement of a capital improvement upon the portion of the Properties maintained by the Association, provided that any such assessment shall have the consent of two-thirds (2/3rds) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections (3) and (4). Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first

such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called with the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis.

Section 7. 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 the conveyance to the Lot Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot by November 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established 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 stating whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessments not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the sum, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of Lien to Mortgages. The lien of the easements provided for herein shall be subordinate to the lien for any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such foreclosure. No other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### Architectural Control

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an Architectural Control Committee of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design or location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have fully complied with.

ARTICLE VII  
Easement for Maintenance

It is acknowledged that the contemplated structures designed for the Lots in Block B of the subdivision anticipate that one wall of each such structure shall be located near or upon one side Lot line. An easement is reserved, for the Declarant and its successors and assigns; said easement to be six (6) feet in width and shall run the length of each Lot on the side which adjoins that side of the adjoining Lot upon which the adjoining Lot's structure is most closely located. Said easement shall be for the purposes of ingress and egress in order to enable the adjoining Lot Owner, or his designee, to have access to that portion of his structure located on the Lot line for purpose of maintenance and repair. However, no such easement shall extend into that portion of the Lot upon which a structure is located.

ARTICLE VIII  
Party Walls

The following special covenants, restrictions, and easements shall apply to all Lots in Block A and Block C of the subdivision:

Section 1. General Rules of Law to Apply. Dividing walls of adjoining residences erected as part of the original construction of the improvements on Lots 1-12, Block A and Lots 1-8, Block C of the subdivision shall constitute a common wall or party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners on either side of the wall. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owner(s) thereafter makes use of this wall, the Owner(s) shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, subject to the right of any Owner(s) to call for a larger contribution from the other(s) under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contributions Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the interest in said land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE IX

### Use Restrictions

Section 1. General. All of the Lots shall be used and occupied as single family residences and no structure shall be erected, altered, placed, or permitted to remain other than one single family row-type dwelling. No building, fence, or other structure, except as placed on each Lot by the Declarant, shall be erected or placed on any such Lot. No alteration to the exterior (appearance) of any dwelling, Lot, building, fence, or other structures shall be made (including basketball backboards) and no alterations shall be made to any landscaping placed upon any Lot by the Declarant without the written permission of the Association created hereunder. Provided, however, each Owner shall be responsible for the landscaping within the fenced-in portion of this Lot and may change or alter that landscaping so long as it does not interfere with the adjoining Lot Owners.

Section 2. Temporary Structures. No structures of a temporary nature (trailer, shack, tent, or other building) shall be moved to, placed upon or used on any Lot at any time, either temporarily or permanently, except, however, that during periods of construction, contractors shall be permitted a single storage shed on each separate construction site.

Section 3. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, shall be clean and sanitary at all times, and no nuisance and no violations of the rules and regulations of the State Board of Health or any governmental agents shall be permitted.

Section 4. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the Properties nor shall anything be done thereon which may or may become an annoyance to the other Owners.

Section 5. The Properties are developed for permanent residential type dwelling units, to that end, the following special covenants, restrictions, and easements shall apply:

(a) Fences constructed of exterior grade spruce wood are employed as part of the overall design of the improvement.

(b) The fences are or will be constructed along property lines and shall provide privacy for more than one Lot.

(c) The costs of maintaining or replacing each of said fences as described shall be borne equally by the Owners on either side.

(d) No fences other than of the type constructed prior to sale shall be permitted, unless same shall be approved by the Board of Directors, or its designated committee.

Section 6. Signs. No sign of any character shall be erected, displayed, or maintained on any Lot or on any structure on any Lot, provided this prohibition shall not extend to signs indicating the property to be for sale or for rent if same do not exceed 30" by 30" in measurement and to signs designating the Owner's name and address.

Section 7. No items detrimental to the appearance of the subdivision shall be permitted on any Lot. Trash and garbage receptacles shall also be shielded from frontal or roadside view except on days of trash or garbage collection.

Section 8. Animals. No livestock, animals, chickens or fowl of any kind shall be permitted except dogs, cats and birds owned as personal pets. Dogs, cats and birds shall not be kept in such number as to be an annoyance to the other Owners in the area.

Section 9. No Lot shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Section 10. Except for commercial vehicles and machines and equipment required to perform construction, maintenance, refurbishing or repair services to a Lot or its improvements for the period of time necessary for such construction, maintenance, refurbishing or repair, no recreational vehicle, including boats, trailers, campers, mobilehomes or motorhomes, commercial vehicle of any kind, or any other machine, equipment or apparatus other than or larger than an operating vehicle, an operating passenger van or pickup truck, or an operating motorbike, motorcycle or motorscooter shall be occupied as living quarters nor shall same be parked upon any Lot except with concealed within a garage. No Owner shall park any vehicle upon any Lot, except within a garage or upon a paved or concrete parking pad. No wrecked or disabled vehicles shall be parked on any Lot except within a garage.

Section 11. Window and Sliding Door Drapes. Each Lot Owner shall maintain appropriate drapes for each window and sliding glass door within his dwelling. The backs of each such drape or window covering shall be of a white, offwhite, or earthtone color so as to maintain a uniformity of visible color throughout the subdivision.

Section 12. No alteration in the color or general appearance of any structure including the exterior of any fence shall be permitted without the approval of the Board of Directors, or its designated committee, as provided in Article VI hereinabove.

## ARTICLE X

### General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any suit to enforce these restrictions, shall be entitled to recover court costs and reasonable attorney's fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Admendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-nine percent (79%) of the Lot Owners. Any amendment must be recorded in the public records of Escambia County, Florida.

Section 4. In no event shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 5. Annexation. Additional residential property may be annexed to the subdivision with the consent of two-thirds (2/3rds) of the membership.

IN WITNESS WHEREOF, The Woodland Oaks Homeowner's Association has caused the original Declaration, executed by the duly authorized officers of North Florida Benchmark, Inc., on April 15, 1984, to be revised, upon the written secret ballot of all Owners of the Woodland Oaks Subdivision who are thereby members of said Association, as indicated by the vote of at least ninety percent of the members, such revision to be executed by its duly authorized Officers and its corporate seal to be hereunto affixed this 10<sup>th</sup> day of February, 1988.

WOODLAND OAKS HOMEOWNER'S ASSOCIATION

Attest: Nancy French  
Its President

Philip M. Moran  
Its Vice-President

Blaine L. Bryan  
Its Secretary

Theresa Chappell  
Its Treasurer

Darryl J. Sparks  
Its Director

WITNESSES:

W. H. Bryan  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the subscriber, personally appeared \_\_\_\_\_

\_\_\_\_\_  
known to me to be the individuals described by said names, who executed the foregoing instrument, and to be the officers of The Woodland Oaks Homeowner's Association, a Florida not-for-profit corporation, and acknowledged and declared that they as officers of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

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