

DEPUTY CLERK asims

JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

---

**TABLE OF CONTENTS**

**RESTRICTIVE COVENANTS AND NOTICE  
RAIDERS LANDING PHASE 2**

**ARTICLE A - GENERAL**

- A-1. LAND USE AND BUILDING TYPE
- A-2. DEFINITION OF RESIDENCE
- A-3. ARCHITECTURAL CONTROL COMMITTEE
- A-4. INSPECTION
- A-5. FINES
- A-6. EASEMENTS GRANTED TO UTILITY COMPANIES
- A-7. AMENDMENTS OR ADDITIONAL RESTRICTIONS
- A-8. TERM OF RESTRICTIONS
- A-9. ABATEMENT AND REMOVAL FOR VIOLATIONS
- A-10. PROCEEDINGS AGAINST VIOLATORS
- A-11. ATTORNEY'S FEES AND COURT COSTS
- A-12. PROPERTY OWNERS ORGANIZATION
- A-13. INVALIDATION OF ANY COVENANTS
- A-14. ARTICLE HEADINGS
- A-15. INGRESS/EGRESS

**ARTICLE B - CONSTRUCTION**

- B-1. TYPE OF STRUCTURE
- B-2. HOMESITE
- B-3. DWELLING SIZE
- B-4. REPETITION OF DWELLINGS
- B-5. AUXILIARY BUILDING
- B-6. TEMPORARY BUILDING
- B-7. SETBACKS FOR ALL STRUCTURES
- B-8. COMPATIBILITY REQUIREMENTS
- B-9. REQUIREMENTS FOR SWIMMING POOLS
- B-10. FENCES, WALLS, HEDGES
- B-11. FENCES ALONG DRAINAGE EASEMENT
- B-12. MOTORISTS VISION TO REMAIN UNOBSTRUCTED
- B-13. TREES
- B-14. EXCAVATIONS
- B-15. UNDERGROUND SERVICES, ALL ELECTRICAL WIRES
- B-16. ADDITIONAL ITEMS FOR CONSTRUCTION

**ARTICLE C- LIVING STANDARDS**

- C-1. LOT APPEARANCE
- C-2. DISPOSAL OF REFUSE
- C-3. TRASH CONTAINERS
- C-4. NO PARKING OF VEHICLES, BOATS, ETC.
- C-5. AERIALS AND ANTENNAS
- C-6. WINDOW AIR CONDITIONERS
- C-7. SIGN RESTRICTIONS
- C-8. SANITATION REQUIREMENTS
- C-9. NUISANCES
- C-10. PETS

**EXHIBIT A**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

**RESTRICTIVE COVENANTS**

HUFF HOMES OF FLORIDA, LLC, A Florida Limited Liability Company, being the owner of the following described property in the County of Okaloosa, State of Florida, to wit:

**Lots 20 through 36 and Lots 62 through 77, Raiders Landing Phase 2, according to the Plat thereof as recorded in Plat Book 30 at Pages 26 and 27, Public Records of Okaloosa County, Florida.**

desiring to restrict the use of the said property for the benefit thereof and to promote its development, does hereby encumber all of the above described property with restrictive covenants as herein set forth and declares that such restrictions shall apply to and bind it, its successors and assigns for the term set forth hereinafter and that said restrictive covenants shall run with the land, and shall be binding on all grantees of the original grantor, Huff Homes of Florida, LLC, a Florida Limited Liability Company, its successors and assigns to wit:

**ARTICLE A - GENERAL**

**IMPORTANT NOTICE: ALL LOT OWNERS, PURCHASERS OF LOTS OR THOSE CONSIDERING PURCHASING A LOT(S) ("OWNERS") WITHIN THE RAIDERS LANDING SUBDIVISION ("RAIDERS LANDING SUBDIVISION") ARE HEREBY NOTIFIED THAT HUFF HOMES OF FLORIDA, LLC AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INTEND TO, BUT ARE NOT OBLIGATED TO, DEVELOP AND BUILD HOMES, STREETS, UTILITIES AND OTHER IMPROVEMENTS UPON PROPERTY LYING ADJACENT TO OR NEARBY RAIDERS LANDING SUBDIVISION IN THE FUTURE. ANY STATEMENT OR REPRESENTATION THAT THERE WILL BE NO OR LITTLE DEVELOPMENT OR IMPROVEMENTS TO PROPERTY THAT IS ADJACENT TO OR NEARBY RAIDERS LANDING SUBDIVISION BY ANY PERSON OR COMPANY OR PARTY IS NOT ACCURATE AND NO ONE SHOULD RELY ON ANY SUCH STATEMENT OR REPRESENTATION.**

**OWNERS REPRESENT AND WARRANT THAT THEY HAVE BEEN PROVIDED A COPY OF AND HAVE READ THIS NOTICE AND THE RESTRICTIVE COVENANTS FOR THE SUBDIVISION PRIOR TO PURCHASING AND CLOSING ON A LOT OR LOTS IN RAIDERS LANDING SUBDIVISION. NOTHING IN THIS STATEMENT SHALL GIVE OWNERS ANY RIGHTS TO OR RIGHTS TO USE ANY OF THE FUTURE IMPROVEMENTS, WHETHER STREETS, UTILITIES OR OTHERWISE, THAT MAY BE BUILT ON SUCH ADJOINING OR NEARBY PROPERTY.**

A-1. LAND USE AND BUILDING TYPE: All lots in the subdivision referred to above shall be known, described, used and occupied as residential lots. No lot shall be smaller than 6,500 square feet without the express approval of the Architectural Control Committee. The term, "residential" as used herein, shall be held and construed to exclude hospitals, nurseries, duplex homes, apartment houses, and to exclude commercial and professional uses of all types.

A-2. DEFINITION OF RESIDENCE: The words, "house," "residence," "building," "structure," "dwelling," as used herein, including reference to building lines, shall include galleries, porches, porte-cochere, projections, and every other permanent part of such improvements, except roofs, and air-conditioning compressor slabs.

A-3. ARCHITECTURAL CONTROL COMMITTEE: No building, swimming pool or other structure shall be erected, placed or altered on any building lot in the subdivision until the site plans, construction plans, material specifications and additional items required by Exhibit A, showing the location and design, have been approved by the Architectural Control Committee. Such structures must conform and be in harmony with existing structures in the subdivision.

A majority of the Architectural Control Committee may, at its sole discretion, allow a variance to any of the provisions contained herein. Such variances shall be in writing, signed by a majority of members of the Architectural Control Committee acknowledging their consent or denial to a variance.

The Architectural Control Committee shall be composed of three (3) members and such members shall serve until their successors are appointed; said appointments shall be made by Huff Homes of Florida, LLC, or its successors or assigns. Huff Homes of Florida, LLC, a Florida Limited Liability Company and shall have the right to remove members at any time without cause. The committee shall be initially composed of:

Chandler Huff  
Brandon Huff  
Roy Sutton

A-4. INSPECTION: The Architectural Control Committee, or any of its' members or its' designated representative, may at any "reasonable time" as defined herein, inspect any lot in this development which is at that time under construction for any improvements whatsoever; said inspection shall be to determine whether or not the improvements under construction are in compliance with these restrictive covenants and additions thereto. The Lot Owner and Contractor of said improvements shall at all times cooperate with any persons inspecting said construction, including, but not limited to, access to all portions of the lot or building. For purposes of this article, "reasonable time" shall mean from 8:00 A.M. to 6:00 P.M., except in cases of emergency as determined by the inspector, in which case access at any time shall be allowed.

A-5. FINES: As determined by the Architectural Control Committee, failure by Lot Owner or Contractor to comply with the provisions of this paragraph, shall result in a fine payable to the Architectural Control Committee by the Owner of said lot in the amount of \$100.00 or 1% of the value of the improvements whichever is greater per day for as long as the Architectural Control Committee determines that an infraction is occurring. If Owner has not paid the fines as determined by the Architectural Control Committee within 15 days of receipt of notice, the Architectural Control Committee has the right to place a lien on the property for payment of said debt.

A-6. EASEMENTS GRANTED TO UTILITY COMPANIES: A five (5') foot easement along all street right-of-ways is a dedicated easement for utilities, grading and drainage, and sidewalks. Huff Homes of Florida, LLC, a Florida Limited Liability Company, hereby grants and conveys unto utility companies licensed to do business in the City of Valparaiso, its' successors and assigns the perpetual right to lay, bury, construct, operate, maintain, dig up, and repair any underground system, with all necessary equipment on, along, under, and across the streets and public ways of this subdivision for the transmission, distribution, supply and sale to the public for utilities, and also the perpetual right to lay, bury, construct, operate, maintain, dig up, and repair on each lot within the subdivision service conduit and facilities from the property line to the point of service for all present and future customers of said utility companies, their successors and assigns within said subdivision.

A-7. AMENDMENTS AND ADDITIONAL DEED RESTRICTIONS: Huff Homes of Florida, LLC, a Florida Limited Liability Company, its' successors or its' designated representatives, may make other restrictions applicable to each home site by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlined. Such other restrictions shall inure to the benefit of other owners of home site in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the same manner as though they had been expressed herein.

The Architectural Control Committee reserves and shall have the right: (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained herein, (c) with the consent of the persons then owning two-thirds or more of the platted lots shown on the plats of the subdivision to amend or alter these covenants and restrictions and any part thereof in any other respect.

A-8. TERM OF RESTRICTIONS: The covenants and restrictions are to run with the land and shall be part of all deeds and contract conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them.

A-9. ABATEMENT AND REMOVAL FOR VIOLATION: Wherever there shall have been built or there shall exist on any lot any structure, building, thing or condition which is in violation of these covenants and restrictions, Huff Homes of Florida, LLC, a Florida Limited Liability Company, its' assigns or its' duly designated representatives, shall, after giving written notice to the property owner, have the right, but not the obligation to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, the cost of which shall be payable by such owner to Huff Homes of Florida, LLC, a Florida Limited Liability Company, or its' successors or assigns on demand. Such entry and abatement, correction or removal shall not be deemed a trespass or make Huff Homes of Florida, LLC, a Florida Limited Liability Company liable in any way for any damages on account thereof.

A-10. PROCEEDINGS AGAINST VIOLATORS: If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for the Developer or any person or persons having any ownership interest in any lot in the subdivision to assert prosecution proceedings for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. In no event and under no circumstances shall a violation, of any covenant or restriction herein contained, work a forfeiture or reverter of title.

A-11. ATTORNEY'S FEES AND COURT COSTS: If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

A-12. PROPERTY OWNERS ORGANIZATION: After the majority of all homes and lots have been sold, the builder, Huff Homes of Florida, LLC, a Florida Limited Liability Company, will organize a nonprofit corporation of property owners to provide an effective means to obtain an adherence to these protective covenants and as a device for maintaining the character and long range value of this development, including maintaining park, entrance and retaining areas. If the majority of homeowners execute a Homeowners Association Disclosure to establish such organization, or if Valparaiso Realty Company in its sole discretion requires such organization, then all homeowners and lot owners shall become members in such an organization. The nonprofit corporation will be formed as Raiders Landing Owners Association, Inc., and be subject to Florida Statute 720 – Homeowner Associations. If such an organization is formed, the Architectural Control Committee may transfer some or all of its duties hereunder to such corporation; said transfers shall be determined at that time. The initial annual maintenance budget is anticipated to be \$200.00 per lot per year. Developer requires that when the last lot is sold, an HOA be formed by the homeowners in the subdivision.

A-13. INVALIDATION OF ANY COVENANTS: Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

A-14. ARTICLE HEADINGS: The titles of the articles of these Restrictive Covenants are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or limit the interpretation, construction or meaning of the provisions of these Covenants.

A-14. INGRESS/EGRESS: There shall be no ingress or egress through the buffer in the immediate area adjacent to Raiders Landing Subdivision.

## **ARTICLE B - CONSTRUCTION**

B-1. TYPE OF STRUCTURE: Except as provided in Article B-4, no structure shall be erected, altered or permitted to remain on any lot in the subdivision other than for use as a single family dwelling. However, this shall not prohibit construction of a residence on a portion of two or more lots as shown on the subdivision plat map, provided such tract constitutes a home site as defined in the succeeding paragraph.

B-2. HOMESITE: Parts of two or more adjoining lots facing the same street in the same block may be designated as one home site provided the lot frontage of such home site shall not be less than the minimum frontage of lots in the same block facing the same street, and the minimum square footage of the home site shall not be less than the square footage contained in the smallest platted lot in the subdivision.

B-3. DWELLING SIZE: No dwelling or residence shall be permitted upon any home site in the subdivision unless it has an enclosed heated or cooled area greater than 1,600 square feet, exclusive of a garage, unheated or uncooled utility or storage area,. No dwelling shall be taller than 35 feet from the finished grade to the highest portion of the roof. Two story dwellings must have a minimum of 1,200 square feet heated or cooled area on the first floor.

B-4. REPETITION OF DWELLINGS: Lot owners must indicate on their submission of plans whether those specific plans have been constructed previously in the subdivision. Repetition of identical plans may be grounds for refusal by the Architectural Control Committee.

B-5. AUXILIARY BUILDING: Auxiliary buildings shall not exceed 150 square feet or 16 feet of length on any side. No auxiliary or accessory buildings may be constructed on any lot in the subdivision without written approval of the Architectural Control Committee. Auxiliary buildings may not be located closer than 5 feet from rear lot line or 5 feet

from side lot line and may not exceed 12 feet in height. Building materials shall duplicate materials on main dwelling.

B-6. TEMPORARY BUILDING: No building materials or temporary building of any kind shall be placed or stored on the property until the owner is ready to commence improvements. Such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property line. Any temporary building or structure of any kind shall not be used for other than construction purposes; and expressly, such temporary structure or building shall not be used for residential or sale office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction.

B-7. SETBACKS FOR ALL STRUCTURES: No type of permanent structure (except swimming pool, barbecue pit, or other auxiliary building as expressly permitted by the Architectural Control Committee) shall be located within the front building setback of 20.0 feet and 35.0 feet from the back lot line. Buildings may not be placed closer to an interior lot line than 7 1/2' feet. Side setback lines along roadway corners (corner setbacks) for Lots 62 and 77 (corner lots), shall be 15.0 feet. No roof overhang shall encroach more than 2 feet beyond the required structure setbacks. On corner and interior lots, the front setback requirement shall apply to all sides of the lot adjacent to any street right-of-way. These requirements may be waived with the express approval of the Architectural Control Committee.

B-8. COMPATIBILITY REQUIREMENTS: Each home shall and will be in harmony and compatible with other homes in the immediate vicinity. Decisions on this matter will be made by the Architectural Control Committee in its' sole discretion. Residing or repainting of the exterior of any completed dwelling in any color or material, other than those originally approved at the time of construction, shall require the approval of the Architectural Control Committee.

B-9. REQUIREMENTS FOR SWIMMING POOLS: Swimming pools and similar structures may be installed only after obtaining written approval as to type, exact location, construction materials and design from the Architectural Control Committee. In addition, the location and enclosure of a swimming pool shall conform to the requirements of the City of Valparaiso in effect at the time of construction.

B-10. FENCES, WALLS, HEDGES: Fences, walls, and hedges may be placed on or inside the interior lot lines provided they do not encroach upon the adjoining lot and with permission of the adjoining lot owner, and also provided that such fences, walls and hedges do not interfere with the use of easements on any of the subdivision lots. No side fence or wall shall be erected higher than six (6) feet from the ground. Should any fence, wall, hedge or other planting be so placed, or afterwards grown so as to encroach upon the adjoining property, such encroachments shall be removed upon request of the owner of the adjoining property. No fence or wall may be constructed until written approval is obtained from the Architectural Control Committee approving the design, location and material of said fence or wall. The construction requirements for all fences are: 1) all wood to be pressure treated pine with clipped corners, 2) all pickets to be treated and 3/4" x 6" x 6' in size, 3) there should be (3) 2"x 4" horizontal rails from post to post, and 4) the posts should be set in concrete approximately 28" below grade. The fencing which abuts the Conservation Easement areas must be constructed in accordance with both City of Niceville and Department of Environmental Protection requirements. All fences, walls and shrubberies placed or planted on the back of the lot must be approved by the Architectural Control Committee. No fence shall extend beyond the front of any home or beyond the street side of the dwelling on corner lots.

B-11. FENCES ALONG DRAINAGE EASEMENT: If a builder erects a fence in the drainage easement swale, it must be at least 2 inches off the ground, with the bottom of the pickets clipped to allow water flow.

B-12. MOTORISTS VISION TO REMAIN UNOBSTRUCTED: No structure or planting (including but not limited to a fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial) shall be placed or located in any lot if the location of same will obstruct the vision of the motorists upon any of the streets; the Architectural Control Committee in its sole judgement and opinion of may require the removal of said items.

B-13. TREES: No trees having a diameter of more than six (6) inches may be cut without the written approval of the Architectural Control Committee except for those on the lot's home site located inside or within six (6) feet of the area occupied by the dwelling, driveway, or other approved structure. Contractor shall, prior to completion, remove any leaning or damaged trees. The restrictions of this paragraph shall not apply to short needle pines. Additionally, Item 18 in Exhibit A shall apply.

B-14. EXCAVATIONS: No excavations, except such as is necessary for the construction of improvements, shall be

permitted, nor shall a hole of any kind be dug on the restricted land, except: wells for lawn pump purposes, holes for swimming pools, fence erection or related similar use.

**B-15. UNDERGROUND SERVICE, ALL ELECTRICAL WIRES:** All cables, wires or conduits necessary for the transmission of electrical power, telephone service, cable or gas lines shall be by underground service only, and no overhead cables or lines for such purposes shall be erected or permitted to exist upon the lots and streets of this subdivision. This restriction shall also apply to all services between any main structure and any outbuilding or outlying connection.

**B-16. ADDITIONAL ITEMS FOR CONSTRUCTION:** Contractors and lot owners are responsible for compliance with the items listed in Exhibit "A". These requirements must be adhered to during any construction. Huff Homes of Florida, LLC, a Florida Limited Liability Company is not responsible for the accuracy or sufficiency of any plans, specs, or construction work performed by any contractor or others who may perform the work. During construction, contractors must have a portable toilet and a dumpster onsite, and both must be emptied when needed. All construction sites must be kept free of trash and debris.

### **ARTICLE C - LIVING STANDARDS**

**C-1. LOT APPEARANCE:** The owner of each lot, whether such lot be improved or unimproved, shall keep such lot and the area between the property line of the lot and the paved surface of any abutting street ("street frontage") free of trash and rubbish, and shall keep such lot and street frontage at all times in a neat and attractive condition. Within thirty (30) days after the completion of the construction of improvements, the owner shall be required to landscape the area of the lot and the street frontage between the front and side building setback lines and the paved area of any abutting street by sodding said area with grass in a manner that is consistent with the landscaping plan for the lot which has been approved by the Architectural Control Committee.

**C-2. DISPOSAL OF REFUSE:** No garbage, trash, ashes, refuse, inoperative vehicles (which have been inoperative for more than 30 days), junk or other waste shall be thrown or dumped on any lot, park, street or alley in the subdivision or permitted to remain upon any such place. All garbage shall be kept in sanitary containers, and put into receptacles built for that purpose or refuse will be removed otherwise from public view at all times.

**C-3. TRASH CONTAINERS:** Except on the day of collection, trash containers shall be kept either inside the garage or within a screened area to the side of the house. There shall be no permanent curbside containers.

**C-4. NO PARKING OF VEHICLES, BOATS, ETC.:** No wheeled vehicles of any kind, (mobile homes, motor homes, self-contained or otherwise, travel trailers, and campers), boats or any offensive objects may be kept on the paved roads of the subdivision. Said items may be parked on a temporary basis in the paved driveway serving the lot for periods not exceeding seven (7) days. Long term or permanent storage of said vehicles must be substantially hidden from public view by garaging within a structure approved by the Architectural Control Committee or by parking in a back or side yard with an approved privacy fence of at least six (6) feet in height, and sufficient natural and planted trees, shrubs or other vegetation to substantially conceal the item. Said parking place and concealment measures shall be subject to the approval of the Architectural Control Committee, which specifically reserves the right to require additional concealment measures from time to time. The Architectural Control Committee may require written approval from the property owner's adjoining neighbors for any long term or permanent storage.

No wheeled vehicles shall be kept on any unpaved part of the lot. Disabled vehicles or vehicles under repair may be kept only within the garage located on said lot.

**C-5. AERIALS AND ANTENNAS:** Unless otherwise approved by the Architectural Control Committee, no television or radio aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be located on any lot or installed or maintained on the exterior of any structure located on a lot. Satellite receiver dishes of a diameter less than 24 inches shall be allowed, provided that they are installed on the rear of the house.

**C-6. WINDOW AIR CONDITIONERS:** Unless the prior approval of the Architectural Control committee has been obtained, no window air conditioning units shall be installed in any side of a building wall visible from the street or side yard.

**C-7. SIGN RESTRICTIONS:** The only signs allowed to be displayed for public view are: signs showing name and/or

address of the resident, signs advertising the property for sale or rent, signs used by a builder to advertise the property for sale or rent, signs used by a builder to advertise the property during construction or sale and political signs in support of a candidate. All signs shall not exceed measurements of 24" x 48". Any sign which is deemed an eyesore by the Architectural Control Committee, in its' sole discretion, shall be removed immediately upon notification by said Committee.

C-8. SANITATION REQUIREMENTS: No outdoor privy nor other method for the disposal of sewage which is not approved by the Florida State Board of Health, shall be permitted anywhere in the subdivision. No well, except for lawn watering purposes shall be sunk or maintained in any part of the subdivision.

C-9. NUISANCES: No illegal, noxious, commercial or offensive activities shall be permitted or carried out on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.

C-10. PETS: No animals of any kind may be kept for any commercial or breeding purposes. The owner of any animal shall comply with the applicable "leash law" of Okaloosa County.

EXHIBIT "A" is hereto attached.

#### EXHIBIT A

The following items are attached to the Restrictive Covenants and shall be followed by any contractor building on a home site and any lot owner having their home built within the aforementioned subdivision. IN CASE OF ANY INCONSISTENCY BETWEEN EXHIBIT "A" AND PLANS AND SPECIFICATIONS AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, EXHIBIT "A" SHALL PREVAIL. ANY DEVIATION FROM EXHIBIT "A" MUST BE PRE-APPROVED IN WRITING BY VARIANCE FROM THE ARCHITECTURAL CONTROL COMMITTEE. The approval of plans by the Architectural Control Committee does not release the builder from the obligation of adhering to the construction requirements contained in this Exhibit.

The following items must be included in all initial submissions for approval of dwellings to the Architectural Control Committee:

1. A completed Architectural Review Application.
2. A copy of the construction plans including floor plan and elevations.

NOTE: Plans must be reduced to 11"x 17", legal or letter-size.

3. A complete site plan showing the following:
  - A. Location and setback of dwelling.
  - B. Location of all porches, patios, pools, outbuildings, and any other proposed structures.
  - C. Size and location of driveway and sidewalks, including sidewalks required along street by the City of Valparaiso.
  - D. Location of any proposed fences, retaining walls or planters.

1. TRASH DISPOSAL CONTAINERS: During the construction phase of the house, each builder must have a disposal container placed on their construction site. The site must be kept free from debris at all times.

2. PORTABLE TOILETS: Each builder must maintain adequate sanitary facilities on each construction site. Such facilities may consist of a private, operational toilet within the dwelling connected to public sewer and water systems or a portable toilet maintained by a properly licensed vendor.

3. EXTERIOR MATERIALS AND COLORS OF STRUCTURE: All construction materials and colors that are chosen for the house, must be submitted to the Architectural Control Committee for approval.

#### 4. BUILDING CONSTRUCTION ITEMS:

- A. Drywall: All drywall ceilings which receive a water based spray finish and which are installed on ceiling joists with a 24" spacing, must be 5/8" thick.
- B. Electrical Wiring: No 110 volt wiring may be smaller than #12 AWG Copper. No Aluminum wiring may be used on circuits less than 35 Amps.

- C. Roof Pitch: At least 80% of the roof structure shall be of a 5:12 or greater pitch unless specifically approved by the Architectural Control Committee.
5. FOUNDATION SURVEY: Builder must provide the Architectural Control Committee with a copy of the Foundation Survey within seven (7) days after pouring slab; said survey must show the slab elevation to be AT LEAST 12" to 15" ABOVE CENTER LINE OF ROAD AT ITS HIGHEST POINT ADJACENT TO THE LOT.
6. SIDEWALKS: Before occupancy of the dwelling, the owner and builder must install, at his expense, a four (4) foot wide concrete sidewalk the width of the lot per City of Valparaiso requirements. The sidewalks in front of the home site will conform to the engineering plans from Gustin, Cothorn & Tucker, Inc.. Builder is responsible for obtaining this information from Gustin, Cothorn & Tucker, Inc., and for properly constructing the sidewalks.
7. PAVED DRIVEWAYS: There is a requirement that there be a paved driveway, 18.0 feet wide, from the garage to the street. The paving material is to be concrete unless a variance is applied for and granted by the Architectural Control Committee.
8. SEEDING: The builder may lay seeding during the construction of the house with the understanding that sodding must be laid at a future date. (SEE ITEM # 9)
9. SODDING: The following areas shall be fully sodded: the entire front yard of the finished house, ten (10) feet behind the finished house and ten (10) feet on either side of the dwelling, unless the 7.5 feet setback is used, then the space between the building and the property line must be sodded. Exceptions may be made for planters and landscaped areas installed in these locations at the time of completion (all right-of-ways shall be sodded by builder prior to occupancy as per ITEM # 8). Builder shall be responsible for insuring that all sodding and landscaping is completed prior to thirty (30) days after occupancy. If builder chooses to allow owner to install landscaping, then builder shall submit to the Architectural Control Committee a landscape plan signed by builder and owner acknowledging owner's obligation to construct within thirty (30) days. Builder shall continue to be responsible for home owner's completion of fencing. If home owner fails to complete the fence within 30 days of occupancy, then the builder will be responsible for completion of fencing. See Paragraph B-17 for sodded berms required on all lot lines adjacent to the conservation easement.
10. PRIVACY FENCE: This fence must be minimum six (6) feet in height, finished side must face away from the lot, it must be made out of pressure treated lumber, which must remain unfinished and may not be stained or painted, or approved white vinyl. The privacy fence must conform to the City of Valparaiso requirements and the design and material must be approved by the Architectural Control Committee. Construction of the fence must be completed in conjunction with the initial construction of the dwelling. The construction requirements for all fences are: 1) all wood to be pressure treated pine with clipped corners, 2) all pickets to be treated and 3/4" x 6" x 6' in size, 3) there should be (3) 2"x 4" horizontal rails from post to post, and 4) the posts should be set in concrete approximately 28" below grade. Any fencing which abuts the Conservation Easement areas must be constructed in accordance with both City of Valparaiso and Department of Environmental Protection requirements, if applicable. All fences, walls and shrubberies placed or planted on the back of the lot must be approved by the Architectural Control Committee. No fence shall extend beyond the front of any home or beyond the street side of the dwelling on corner. Please note required fencing listed in Paragraph B-10. Also note requirements for fencing adjacent to drainage swales explained in Paragraph B-11.
11. EXTERIOR WALLS: Architectural Control Committee in its sole discretion reserves the right to deny approval of any plan based upon exterior wall materials.
12. FOUNDATION: No concrete or concrete block foundation walls may be exposed to view, unless they are covered with stucco.
13. PORCHES, OUTBUILDINGS: All porch and outbuilding construction shall be of materials identical to the main dwelling and pitch of roof must conform with Paragraph 4(c) of Exhibit A.
14. IRRIGATION: Each owner or builder shall install an automatic irrigation system designed to provide complete coverage for all landscaped or sodded areas including the street right-of-way and in conformance with all City of Valparaiso code requirements. It is expressly understood that the pipes and heads for said sprinkler system may not be placed on right-of-way.



15. ROOFING MATERIALS: All homes shall include a minimum shingle weight of 240 lbs/square. All shingles shall be of a dimensional type; three-tab shingle styles are not permitted.

16. GARAGES: All garages shall be insulated to a minimum of R-11 walls and R-19 ceilings under attic and shall be fully finished inside with drywall or paneling.

17. GRADING AND DRAINAGE: The builder shall be responsible for the proper drainage of the lot and shall at a minimum include the following items:

- A. Slab elevation SHALL BE AT LEAST 12" to 15" ABOVE THE CENTER LINE OF THE ROAD AT ITS' HIGHEST POINT adjacent to the lot except where specifically exempted in writing by project engineer and City of Valparaiso. The minimum elevation will depend upon the natural elevation of the lot.
- B. Swales and driveways shall be graded to provide proper storm water flow for the subdivision. If builder is unsure of finished grade, he/she is to call Gustin, Cothorn & Tucker, Inc., for confirmation. Swale design for both the front and rear of the lots are per Gustin, Cothorn & Tucker, Inc., design. ALL SUBMITTALS FOR APPROVAL WILL NOT BE DEEMED COMPLETE WITHOUT THIS GRADING AND DRAINAGE PLAN.

DRAINAGE PLAN. We will require your lot survey to be done with field elevations shown at all the lot corners, as well as the centerline of the road. These elevations are pre-construction, and must be done by the surveyor. The submitted grading and drainage plan must show pre-construction and proposed post-construction elevations at all four corners, as well as the proposed slab elevation. The plan must also provide for positive drainage away from the house and off the lot, and the drainage direction must be shown by lines drawn on your plan; in most instances the plan will not have to be drawn by an engineer.

- C. Builder is solely responsible for constructing the house and surrounding finished ground elevation to insure adequate drainage.
- D. In the event the construction of improvements on the property (including, but not limited to, driveways, sidewalks, landscaping, and fences) interferes with the proper drainage of storm water through the lot, right-of-way, or dedicated easements, the builder shall at builder's expense remove, repair, or replace such improvements as required to provide proper drainage of storm water.


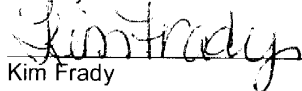
18. CLEARING OF LOTS: Prior to clearing the lot, the contractor must show on the site plan and flag in the field all specimen trees to remain after clearing. They must also stake the corners of the proposed foundation of the house. Additionally, a natural area of at least 10.0 feet by 15.0 feet shall be flagged in order to retain all trees in said area; hand clearing only shall be allowed in this section. No clearing may be initiated without a site visit by a member of the Architectural Control Committee to approve the proposed positioning of the house and the trees to be cut. If the staking of the foundation corners and the proposed clearing plan is submitted with the Architectural Control Committee Application, there will be a maximum of seven days between submittal and response. BEFORE CLEARING OF LOTS ADJACENT TO WETLAND PRESERVATION AREAS, BUILDER MUST ERECT SILT FENCING ALONG LOT LINES. SAID SILT FENCING MUST REMAIN IN GOOD WORKING ORDER UNTIL CONSTRUCTION IS COMPLETED AND THE REQUIRED SODDED BERM IS FINISHED (SEE PARAGRAH # B-17 OF RESTRICTIVE COVENANTS FOR SODDED BERM REQUIREMENTS).

19. UTILITIES: Any utilities that are moved after builder takes possession of the lot will be moved at builder's own expense.

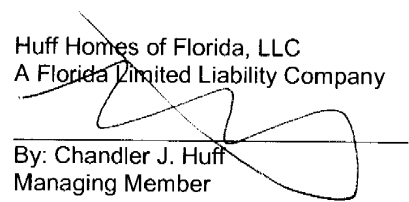
20. RELOCATION OF WATER OR SEWER TAPS: Any relocation of water and sewer taps to accommodate a house design change shall be at the full cost of the builder.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals  
this 6th day of January, 2022.

WITNESSES:

  
\_\_\_\_\_  
Tammy C. Jones  
  
\_\_\_\_\_  
Kim Frady

Huff Homes of Florida, LLC  
A Florida Limited Liability Company

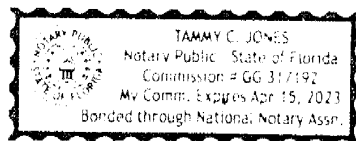
  
\_\_\_\_\_  
By: Chandler J. Huff  
Managing Member

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 6th day of January, 2022, by means of physical presence, by Chandler J. Huff as Managing Member of Huff Homes of Florida, LLC, a Florida Limited Liability Company, on behalf of the corporation. He is personally known to me as identification.

WITNESS my hand and official seal this 6th day of January, 2022.

SEAL



  
\_\_\_\_\_  
Notary Public – Tammy C. Jones  
My Commission Expires: April 15, 2023