

## **DECLARATION OF RESTRICTIVE COVENANTS OF CHADWICK ESTATES SUBDIVISION-PHASE I**

CHADWICK ESTATES OF WAKULLA COUNTY, LLC, the owner of that certain land in Wakulla County, Florida described as Exhibit "A" attached hereto and made a part hereof, hereafter "Chadwick Estates" by this instrument does make, declare and impose upon the lands described in Exhibit "A" for the benefit of all present and future owners of the land, following conditions, restrictions, and limitations which shall be covenants running with the land, binding upon the owner, its successors and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representative and assigns.

### **ARTICLE I DEFINITIONS**

*Section 1.* "Declarant" shall mean and refer to CHADWICK ESTATES OF WAKULLA COUNTY, LLC., its heirs or assigns.

*Section 2.* "Plat of Chadwick Estates" shall mean and refer to the Plat of Chadwick Estates recorded in the Public Records of Wakulla County, Florida.

*Section 3.* "Association" shall mean and refer to CHADWICK ESTATES PROPERTY OWNERS ASSOCIATION, a Florida Corporation not for profit, to be formed to administer these covenants, initially related to land in Exhibit "A" only.

*Section 4.* "Easement" shall mean the land described on the Plat for CHADWICK ESTATES SUBDIVISION for the purposes of roadway, stormwater and utility use and shall include real property interests conveyed to Wakulla County or Talquin Electric Cooperative.

*Section 5.* "Lot" shall mean any part of land contained in the property described in Exhibit "A" and sold by the Declarants to any one individual or groups of individuals.

*Section 6.* "Maintenance" shall mean the exercise of reasonable care to keep common area improvements in good repair, normal wear and tear excepted.

*Section 7.* "Member" shall mean every person or entity that holds membership in the Association.

*Section 8.* "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the respective Owners. The Common Area which will be owned by the Association shall consist of the real property and easement rights described in this Declaration and any areas depicted on the on the Plat of Chadwick Estates Subdivision as Common Areas with regard to a particular Association and which have not been dedicated and accepted by the local governmental authority, and shall also include any grants of easements to the respective Association and related common lands and water bodies in proximity to Chadwick Estates Subdivision. The Declarants shall deed any Common Areas to the Association on or before such time as seventy-five percent (75%) of the lots have been sold, or sooner, if required by law. The Association shall have the right to transfer to any governmental body at any time, all interest in all or part of the Common Areas, including

roadways and access ways, after first obtaining approval at a meeting of the Association by seventy-five percent (75%) favorable vote of each class member.

*Section 9.* "Owner" shall mean the record owner, which one (1) or more persons or entities, of legal or beneficial interest in a lot and shall include purchasers under contracts for deed but not include those holding title as security for the performance of an obligation.

*Section 10.* "Unit" is a designation for annual and special assessment purposes and to determine voting rights. A unit is one residential lot.

*Section 11.* "Properties" shall mean and refer to that contain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association and known as "Chadwick Estates Subdivision.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

*Section 1. 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 lot 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 the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

*Section 2. Voting Rights:* The Association shall have two (2) classes of voting members as follows:

"Class A" – Class A members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each unit of property owned.

"Class B" – The Class B member shall be the Declarants, who shall be entitled to exercise two (2) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals seventy-five percent (75%) of the total votes outstanding in the Class A and Class B membership.

*Section 3. Delegation of Use:* Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and Facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III ASSESSMENTS

*Section 1. Liens and Personal Obligation of Assessments:* Each "Class A" owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessment as provided in this article.

*Section 2. Duties of Declarants:* The Declarants shall pay for the entrance sign on and the initial landscaping and construction for the entrance ways.

*Section 3. Annual Assessments:* Annual assessments shall be paid by each "Class A" lot owner of the Association. The assessment for the year 2020 shall be one hundred fifty dollars (\$150.00) for each unit assessed to an owner. After 2020, the annual assessment may be increased by vote of the Board of Directors of the Association, not to exceed ten percent (10%) over the assessment of the previous year. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents on the property and for:

- (a) The enforcement of the provisions of this Declaration on behalf of the Association;
- (b) The improvements and maintenance of the Common Areas;
- (c) Water and electrical usage for the Common Areas; (Note: When there has been sufficient money collected from annual assessment, money paid by the Declarants for deposits, fees usage, etc. will be refunded to him upon presentation of property documentation.)
- (d) Liability insurance for officers and directors;
- (e) Insurance for the Associations; and
- (f) Management fees for professional association management.

*Section 4. Special Assessments-Other:* In addition to the previous defined assessments, the Association may levy, in any assessment year, a special assessment to "Class A" owners for that year only. It is for the purpose of defraying, in whole or in part, the cost of enforcing this Declaration on behalf of the Association or the cost of construction, reconstruction, repair, or replacement of the entrance way, any entrance sign or improvement upon the Common Areas, including fixtures and personal property. Any such assessment must be approved by the majority vote of each class of membership of the Association in person or by proxy. Each "Class A" owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each "Class A" owner shall be determined by the number of units assessed to each "Class A" owner. If the health and welfare of the public is at risk or if damage is done to the entrances of Chadwick Estates, the Board of Directors has the right to levy this special assessment without the vote of the membership; however, the repairs are limited to only what the majority vote of the members of both the Board of Directors and the Architectural Control Committee deems as necessary.

*Section 5. Effects of Nonpayment of Assessments and Remedies of the Association:* Any assessment not paid within sixty (60) days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by abandonment of his lot.

*Section 6. Subordination of Assessment Lien Mortgages:* The assessment lien provided or herein shall be subordinate to the lien of the first mortgage. A 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 assessment lien that becomes due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due.

*Section 7. Uniform rate of Assessment and Collection:* Except as otherwise set forth herein, both annual and special assessments shall be fixed at a uniform rate for all lots and be based on the calendar year. Assessments may be collected on an installment basis at the discretion of the Board of Directors. The assessments will be prorated based on the date of the deed.

#### **ARTICLE IV PRIMARY BUILDERS' RIGHTS**

Primary Builders have the authority to maintain model home(s) with appropriate on-site parking and signage as well as any off-site directional signs and flags as they deem necessary to promote the sale of their home(s). This right will stay in effect until all home(s) have been sold to first-time buyers. This right survives the cessation of the "Class B" membership. Declarants shall designate Primary Builders from time to time.

#### **ARTICLE V EASEMENTS**

Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage, interfere or change the direction or flow of drainage within the easement, or the safe passage of automobile traffic.

#### **ARTICLE VI ARCHITECTURAL CONTROL**

Nothing shall be constructed on the lot including houses, outbuilding, fencing or any other structures or improvements nor shall any exterior addition to or change to or alternation therein be made, until the plans and specifications have been approved in writing by the Architectural Control Committee (ACC). The ACC shall be composed of three (3) or more representatives named in the Articles of Incorporation of Chadwick Estate Property Owners Association or subsequently appointed by the Board of Directors of the Association. In the event the ACC fails to act in writing within thirty (30) days of receipt of the plans and specification then the party seeking approval shall send a certified letter to the attention of the President of the Association requesting action from the ACC. Should the party seeking approval fail to receive a reply within thirty (30) days from the date of certified letter, approval will not be required and this Article will be deemed fully complied with.

Landscaping: Homeowners must follow the best management practices included in the principles and practices of the Florida Yards and Neighborhood Program, current edition. The handbook can be found at: <https://ffl.ifas.ufl.edu/homeowner.htm>.

**ARTICLE VI  
USE RESTRICTIONS**

The Chadwick Estates Subdivision shall be occupied and used only as follows:

*Section 1.* Each lot shall be used as a residence for a single family and no other purpose.

*Section 2.* No lot shall be divided.

*Section 3.* Minimum setbacks for buildings are as follows: twenty-five (25) feet front, fifteen (15) feet rear, five (5) feet side interior and twenty-five (25) feet side corner. For the purposes of this Article, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

*Section 4.* No houses, outbuildings, fences including additions to existing structures, shall be erected within the Association Phase I until the construction plans, site plans, and specifications showing the location and architectural design of the structure have been approved by the ACC. Approval shall be based on compliance with these restrictions, quality of materials and location on the property. Approval shall not be unreasonably withheld. Basic architecture will be consistent, as more fully described in Section 10 below.

*Section 5.* No mobile homes shall be allowed on the property.

*Section 6.* Outbuildings shall be limited to storage sheds, boat houses, greenhouses, and structures customarily associated with single family residential homes. All outbuildings shall be approved as provided for in Section 4 and 10.

*Section 7.* Noxious or offensive activity shall not be carried on upon any lot or shall anything be done thereon which may be or may become an annoyance or nuisance to the Association. This provision also applies to the common areas. Animals shall not be kept on the property in such a manner as to cause a nuisance or annoyance because of smell or noise or to cause a health hazard. No animals shall be raised, bred or kept on the property for any commercial purposes. Animals shall be limited to domestic dogs, cats and other household pet.

*Section 8.* No dwelling shall be constructed in the Association that contains less than seventeen hundred (1,700) square feet of space heated and cooled. Once construction starts, work shall be pursued diligently until completed.

*Section 9.* There will be no trash or any unsightly refuse allowed to be dumped on a lot permanently or temporarily. Trash, garbage or other waste shall not be allowed to accumulate over time on any lot or other part of the Properties and shall not be kept except in trash containers located and installed in the manner approved by the ACC. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designed for collection by the appropriate waste management company. Each Owner shall maintain the landscaping, including trees, shrubs, and grass within the boundaries of his lot, and the exterior of the house in

a neat and attractive condition. If the Owner fails to maintain his property in such a prescribed fashion, then upon a vote of a majority of the Board of Directors, and after not less than ten (10) days' notice to the Owner, the Association shall have the right to enter upon such lot of provide such maintenance as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected under the Bylaws of Chadwick Estates Subdivision Property Owners Association. For the purpose solely of performing the maintenance authorized for by this paragraph, the Association agent and employees shall have the right, after reasonable notice to the Owner, to enter upon any such lot between the hours of 7:00 am and 6:00 pm.

*Section 10.* Building guidelines are as follows:

- (a) The roof pitch cannot be less than cannot be less than 6/12 and the roof must be shingled with colors approved by the ACC.
- (b) All shingles should have a useful life of a minimum of 30 years. Other roofing materials must be approved by the ACC.
- (c) House siding shall be James Hardie (or comparable) lapped siding, brick, stone, or stucco.
- (d) Mailboxes must be Imperial 211-k Black per attachment.
- (e) Front yards must be sodded with grass and landscaped with plants and mulch. Whenever possible a natural buffer shall exist between adjacent houses.
- (f) Screen porches shall match the existing structure of the house with materials and color.
- (g) Driveways shall be located when the lot is first cleared so as to minimize damage to the existing paved road. Excessive road and ditch damage must be either fixed or cost reimbursed to the Declarant within thirty (30) days from receiving the Certificate of Occupancy. The ACC shall be the final arbitrator in any dispute that may arise. The driveway shall not be located closer than five (5) feet from an interior lot line with the exception of a back-up or turn-around pad which may be located as near as one (1) foot to an interior lot line.
- (h) Driveways shall be built with concrete and with proper culverts installed with concrete mitered-end sections (minimum length allowed by the County is 30 ft.).
- (i) Walkways and patios must be concrete with a broom finish. Any specialty finish must be approved by the ACC.
- (j) Any Outbuildings must be consistent with the exterior of the house in color and materials and located in the rear yard. The side-walls cannot exceed eight (8) feet in height. Any and all outbuildings must get ACC approval.

- (k) All fencing shall be six (6) foot privacy style and be approved by ACC. It must start at the rear corners of the house unless otherwise approved by the ACC.
- (l) All boats, trailers, motor homes, and campers must be parked in an enclosed garage or behind a screen fence. Pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.
- (m) Each house shall have a functional garage attached thereto which shall be designated to accommodate the parking of at least two (2) automobiles.
- (n) Pet pens and pet houses must be kept behind a fence or in the rear yard. Crop and/or vegetable gardens shall be in the rear yard only.
- (o) All signs and locations must be approved by the ACC unless promoting one-day events and then the owner must remove them by the end of the following day. Signs for the purpose of For Sale and Lease do not need approval and may only be one sign of not more than 5 square feet.
- (p) No tank or storage of fuel, water or other substance shall be placed or permitted to remain on the lot unless approved by the ACC.
- (q) Garages may be enclosed only on model homes and only so long as used as a model home, and not thereafter.
- (r) The Architectural Control Committee shall make the final determination in any dispute that may arise involving these 1 issues.

**ARTICLE VIII  
EFFECT**

Each and every conveyance of any lot in the Association is expressly made subject to the provisions hereof whether or not the terms of such conveyance incorporates or refers to these provisions.

**ARTICLE IX  
GENERAL PROVISIONS**

*Section 1. Enforcement and Attorneys' Fees.* The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. Without limiting the generality of the foregoing, the prevailing party

in any litigation to require the Association to perform its obligations or to require the Declarant to incorporate the Association or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. The failure of the Association or 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.

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

*Section 3. Annexation.* Additional residential property and common areas may be annexed to the Properties by the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the lots described in this Declaration\_

*Section 4. Development by Declarant.* No provisions contained herein shall prevent Declarant, or a Builder or its contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties and its construction activities, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office.


*Section 5. Duration/Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded in the Public Records of WAKULLA COUNTY, Florida, at the end of which period it shall be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument signed in which said covenants and restrictions are removed or modified in whole or in part, which instrument shall be filed for record in the appropriate WAKULLA COUNTY Public Records and in the manner then provided by law. No amendment shall affect the priority of the lien of any first mortgage on any lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release and waive this Declaration for any purpose or purposes, at any time and in whole or in part until January 1, 2025. Except as provided herein, no amendments to Article VII, Section 10, may occur until after five (5) years and upon a seventy-five percent (75%) favorable vote of those eligible to vote; all other amendments shall require unanimous consent of all those eligible to vote at all times.


*Section 6. FHA/VA Approval.* As long as there is a Class B membership, the following actions will require prior written approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties to be subject to this Declaration, dedication of any Common Areas, and amendment of this Declaration.

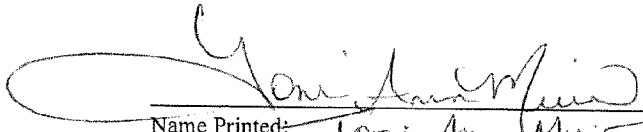


IN WITNESS WHEREOF, this instrument is executed this 22 day of April, 2020.

WITNESSES:

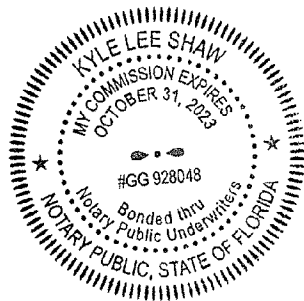
  
Name Printed: Kyle Lee Shaw

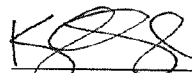
CHADWICK ESTATES OF WAKULLA  
COUNTY, LLC  
By:   
Robert Parrish  
Its: Manager

  
Name Printed: Toni Ann Muir

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants of CHADWICK ESTATES SUBDIVISION,  
was acknowledged before me by means of physical presence by ROBERT PARRISH, as  
Manager of Chadwick Estates of Wakulla County, LLC, on the 22 day of April, 2020.  
Said person is personally known to me.



  
NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

CHADWICK ESTATES PHASE 1

Commence at a found 6x6 St. Joe Paper Company concrete monument marking the Northeast corner of the Southeast quarter of Lot 56 of the Hartsfield Survey of lands in Wakulla County, Florida; thence run along the Easterly boundary line of the Southeast quarter of said Lot 56 as follows: South 17 degrees 47 minutes 04 seconds East 82.20 feet to a rod and cap; thence run South 17 degrees 48 minutes 52 seconds East 331.82 feet to a rod and cap, said point being the POINT OF BEGINNING; thence leaving said POINT OF BEGINNING continue along said Easterly boundary line South 17 degrees 48 minutes 52 seconds East 18.55 feet to a concrete monument; thence run South 17 degrees 49 minutes 28 seconds East 510.37 feet to a concrete monument; thence run South 17 degrees 45 minutes 08 seconds East 261.27 feet to a rod and cap marking the intersection of said Easterly boundary line with the Westerly right of way line of Old Bethel Road; thence leaving said Easterly boundary line run along Westerly right of way line as follows: South 22 degrees 44 minutes 20 seconds West 119.10 feet to a rod and cap marking a curve to the right having a radius of 2970.00 feet; thence run Southwesterly along the arc thru a central angle of 14 degrees 29 minutes 04 seconds for a distance of 750.82 feet, chord of said arc being South 29 degrees 58 minutes 56 seconds West 748.82 feet to a rod and cap; thence run South 37 degrees 14 minutes 05 seconds West 345.19 feet to a rod and cap marking the intersection of said Westerly right of way line with the Northerly right of way line of Wakulla Arran Road; thence leaving said Westerly right of way line run along said Northerly right of way line South 71 degrees 52 minutes 52 seconds West 373.72 feet to a rod and cap; thence leaving said Northerly right of way line run along the Easterly boundary line of Property described in Official Records Book 1063, Page 191, in the Public Records of Wakulla County, Florida., North 18 degrees 36 minutes 56 seconds West 678.17 feet; thence leaving said Easterly boundary line run North 18 degrees 36 minutes 56 seconds West 887.12 feet to a rod and cap; thence run North 71 degrees 23 minutes 06 seconds East 1310.99 feet to the POINT OF BEGINNING.

Prepared by and return to:  
Kyle L. Shaw, Esq.  
Manausa Law Firm, P.A.  
1701 Hermitage Blvd., Suite 100  
Tallahassee, Florida 32308  
(850) 597-7616

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**FIRST AMENDMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS OF CHADWICK  
ESTATES SUBDIVISION – PHASE 1**

This First Amendment to the Restrictive Covenants of Chadwick Estates Subdivision-Phase 1 is made this 24 day of April, 2020, by **Chadwick Estates of Wakulla County, LLC** (“Declarant”).

WHEREAS, Declarant recorded that certain Declaration of Restrictive Covenants of Chadwick Estates Subdivision-Phase 1 on April 22, 2020, in Official Records Book 1147, Page 751 of the Public Records in Wakulla County Florida (the “Restrictions”) and

WHEREAS, Declarant wishes to amend the Covenants to include a landscape buffer for certain lots.

NOW THEREFORE, Pursuant to the Declarant’s authority under Article IX, Section 5, the Declarant hereby amends the Restrictions as follows:

A. The following provision is added to Article V1 – Use Restrictions:

*Section 10.* “Vegetative Buffer Area” shall mean the easternmost fifteen feet (15’) of Lots 28, 29, 30, 31, 32, 33, and 34, Block “D,” Chadwick Estates Phase 1. The Vegetative Buffer Area is further delineated on the Plat of Chadwick Estates Phase 1. The removal or destruction of trees larger than eight inches (8”) in diameter, shrubs, or other vegetation is prohibited in the Vegetative Buffer Area. The removal or destruction of the following are exempt from this provision: underbrush, trees smaller than eight inches (8”) in diameter, nuisance, invasive, exotic, or nonnative species or removal of plants or trees required by Wakulla County. In addition, no permanent structures are allowed in the Vegetative Buffer Area. The Association shall have the authority to enforce this provision pursuant to Article IX of the Restrictions.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the day and year first above-written.

Signed, sealed and delivered in the presence of:

CHADWICK ESTATES OF WAKULLA COUNTY, LLC

[Signature]  
Witness KL Sh

[Signature]

By: Robert Parrish  
Its: Manager

[Signature]  
Witness Chrissy Sumner

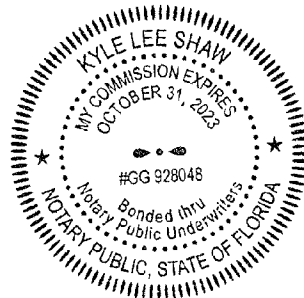
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence  or online notarization , this 24 day of April, 2020, by Robert Parrish, as Manager of Chadwick Estates of Wakulla County, Florida.

[Signature]  
Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



Prepared by & return to:  
Kyle L. Shaw, Esq.  
Manausa Law Firm, P.A.  
1701 Hermitage Boulevard, Suite 100  
Tallahassee, FL 32308

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF  
CHADWICK ESTATES SUBDIVISION PHASE I**

THIS Second Amendment to the Declaration of Restrictive Covenants of Chadwick Estates Subdivision Phase I is made and executed on this 10<sup>th</sup> day of November, 2020, by Chadwick Estates of Wakulla County, LLC, hereinafter referred to as the Declarant.

**WITNESSETH:**

WHEREAS, Declarant recorded that certain Declaration of Restrictive Covenants of Chadwick Estates Subdivision Phase I (hereinafter referred to as the "Declaration") on April 22, 2020, in Official Records Book 1147, Page 751 of the Public Records of Wakulla County, Florida;

WHEREAS, in accordance with Article IX, Section 5 of the Declaration, Declarant may amend the Declaration;

WHEREAS, the Declarant amended the Declaration on April 24, 2020 by adding a provision to the Use Restrictions in Article VI;

WHEREAS, Declarant desires to further amend the Declaration to change its title, add certain real property ("Phase 2") under the Declaration, and add additional property to Article VI, Section 10, of the Declaration.

NOW THEREFORE, Pursuant to the Declarant's authority under the Declarations, the Declaration is hereby amended as follows:

1. The title of the Declaration is hereby amended to Declaration of Restrictive Covenants of Chadwick Estates Subdivision.

2. The terms "Property" and "Lot" in the Declaration shall include the residential property described on the attached Exhibit "A."

3. Article VI, Section 10 is hereby restated as follows:

*Section 10.* "Vegetative Buffer Area" shall mean the easternmost fifteen feet (15') of Lots 28, 29, 30, 31, 32, 33, and 34, Block "D," Chadwick Estates Phase 1, and Lots 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, and 63, Block "B," Chadwick Estates Phase 2. The Vegetative Buffer Area is further delineated on the Plats for Chadwick Estates Phase 1 and Phase 2. The removal or destruction of trees larger than eight inches (8") in diameter, shrubs, or other vegetation is prohibited in the Vegetative Buffer Area. The removal or destruction of the following are exempt from this provision: underbrush, trees smaller than eight inches (8") in diameter, nuisance, invasive, exotic, or nonnative species or removal of plants or trees required by Wakulla County. In addition, no permanent structures are allowed in the Vegetative Buffer Area. The Association shall have the authority to enforce this provision pursuant to Article IX of the Restrictions.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to Declaration of Restrictive Covenants to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Signature

Grady Shafer  
Printed Name

[Signature]  
Signature

Robert Hartsfield  
Printed Name

DECLARANT:

Chadwick Estates of Wakulla County, LLC

[Signature]

By: Robert Parrish  
Its: Manager

Unofficial Copy

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of November, 2020 by Robert Parrish, as Manager of Chadwick Estates of Wakulla County LLC, a Florida limited liability company. He (check one)  is personally known to me or  has produced a driver's license as identification.

[Signature]

NOTARY PUBLIC



**JOINDER**

The undersigned hereby join the Second Amendment to Declaration of Restrictive Covenants of Chadwick Estates Subdivision and consent to the provisions therein, without any objection.

**Signed, sealed and delivered  
in the presence of:**

[Signature]  
Signature

Grady Shafer  
Printed Name

[Signature]  
Signature

Robert Parnish  
Printed Name

**Hartsfield Construction, Inc.**

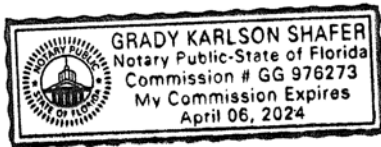
[Signature]

By: Robert Hartsfield  
Its: Pres.

Unofficial Copy

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of November, 2020, by Robert Hartsfield, as President of Hartsfield Construction, Inc., a Florida corporation. He/She (check one)  is personally known to me or  has produced a driver's license as identification.



[Signature]

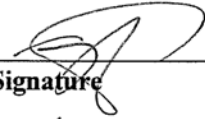
NOTARY PUBLIC



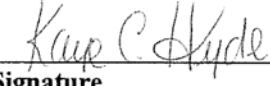
**JOINDER**

The undersigned hereby join the Second Amendment to Declaration of Restrictive Covenants of Chadwick Estates Subdivision and consent to the provisions therein, without any objection.

**Signed, sealed and delivered  
in the presence of:**

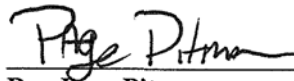
  
\_\_\_\_\_  
Signature

Andrew Power  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature

Kaye C. Hyde  
\_\_\_\_\_  
Printed Name

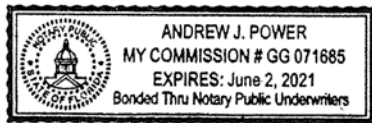
**Pitman's Custom Construction, L.L.C.**

  
\_\_\_\_\_  
By: Page Pitman  
Its: Manager

Unofficial Copy

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of November, 2020, by Page Pitman, as Manager of Pitman's Custom Construction L.L.C., a Florida limited liability company. He/She (check one)  is personally known to me or  has produced a driver's license as identification.



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

**JOINDER**

The undersigned hereby join the Second Amendment to Declaration of Restrictive Covenants of Chadwick Estates Subdivision and consent to the provisions therein, without any objection.

**Signed, sealed and delivered  
in the presence of:**

Amy A. Seal  
Signature

Amy L. Seal  
Printed Name

[Signature]  
Signature

Britany Ost  
Printed Name

**Southern Coastal Homes, Inc.**

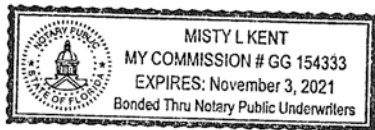
[Signature]

By: John W Lewis  
Its: President

Unofficial Copy

**STATE OF FLORIDA**  
**COUNTY OF** Bay

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of November, 2020, by John W. Lewis as President of Southern Coastal Homes, Inc., a Florida corporation. He/She (check one)  is personally known to me or  has produced a driver's license as identification.



[Signature]  
NOTARY PUBLIC

**Exhibit "A"**

## CHADWICK ESTATES PHASE 1

Commence at a found 6x6 St. Joe Paper Company concrete monument marking the Northeast corner of the Southeast quarter of Lot 56 of the Hartsfield Survey of lands in Wakulla County, Florida; thence run along the Easterly boundary line of the Southeast quarter of said Lot 56 as follows: South 17 degrees 47 minutes 04 seconds East 82.20 feet to a rod and cap; thence run South 17 degrees 48 minutes 52 seconds East 331.82 feet to a rod and cap, said point being the POINT OF BEGINNING; thence leaving said POINT OF BEGINNING continue along said Easterly boundary line South 17 degrees 48 minutes 52 seconds East 18.55 feet to a concrete monument; thence run South 17 degrees 49 minutes 28 seconds East 510.37 feet to a concrete monument; thence run South 17 degrees 45 minutes 08 seconds East 261.27 feet to a rod and cap marking the intersection of said Easterly boundary line with the Westerly right of way line of Old Bethel Road; thence leaving said Easterly boundary line run along Westerly right of way line as follows: South 22 degrees 44 minutes 20 seconds West 119.10 feet to a rod and cap marking a curve to the right having a radius of 2970.00 feet; thence run Southwesterly along the arc thru a central angle of 14 degrees 29 minutes 04 seconds for a distance of 750.82 feet, chord of aid arc being South 29 degrees 58 minutes 56 seconds West 748.82 feet to a rod and cap; thence run South 37 degrees 14 minutes 05 seconds West 345.19 feet to a rod and cap marking the intersection of said Westerly right of way line with the Northerly right of way line of Wakulla Arran Road; thence leaving said Westerly right of way line run along said Northerly right of way line South 71 degrees 52 minutes 52 seconds West 373.72 feet to a rod and cap; thence leaving said Northerly right of way line run along the Easterly boundary line of Property described in Official Records Book 1063, Page 191, in the Public Records of Wakulla County, Florida., North 18 degrees 36 minutes 56 seconds West 678.17 feet; thence leaving said Easterly boundary line run North 18 degrees 36 minutes 56 seconds West 887.12 feet to a rod and cap; thence run North 71 degrees 23 minutes 06 seconds East 1310.99 feet to the POINT OF BEGINNING.

## CHADWICK ESTATES OF WAKULLA PHASE 2

Begin at a found 6x6 St. Joe Paper Company Concrete Monument marking the Northeast corner of the Southeast quarter of Lot 56 of the Hartsfield Survey of lands in Wakulla County, Florida; thence leaving said POINT OF BEGINNING run along the Easterly boundary line of the Southeast quarter of said Lot 56 as follows: South 17 degrees 47 minutes 04 seconds East 82.20 feet to a rod and cap; thence run South 17 degrees 48 minutes 52 seconds East 331.82 feet; thence leaving said Easterly boundary line run South 71 degrees 23 minutes 06 seconds West 1310.99 feet; thence run South 18 degrees 36 minutes 56 seconds East 887.12 feet; thence run South 71 degrees 23 minutes 04 seconds West 645.23 feet to a point lying on the Easterly right of way line of East Ivan Road; thence run along said Easterly right of way line as follows: North 18 degrees 36 minutes 56 seconds

West 724.89 feet to a rod and cap marking a point of curve to the right having a radius of 10140.52 feet; thence run Northwesterly along the arc thru a central angle of 01 degrees 07 minutes 36 seconds for a distance of 199.43 feet, chord of said arc being North 18 degrees 02 minutes 44 seconds West 199.42 feet to a rod and cap; thence run North 17 degrees 28 minutes 19 seconds West 148.53 feet to a rod and cap marking a point of curve to the left having a radius of 675.36 feet; thence run Northwesterly along the arc thru a central angle of 22 degrees 56 minutes 38 seconds for a distance of 270.45 feet, chord of said arc being North 28 degrees 55 minutes 54 seconds West 268.64 feet to a point marking the intersection of said Easterly right of way line with the Northerly boundary line of the Southeast quarter of said Hartsfield Survey Lot 56; thence leaving said Easterly right of way line run along said Northerly boundary as follows: North 72 degrees 25 minutes 59 seconds East 1018.44 feet to a concrete monument; thence run North 72 degrees 21 minutes 34 seconds East 836.40 feet to a concrete monument; thence run North 72 degrees 34 minutes 54 seconds East 150.71 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A INGRESS, EGRESS, MAINTENANCE &  
UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1141, PAGE 50 IN  
THE PUBLIC RECORDS OF WAKULLA COUNTY, FLORIDA

THE CHADWICK ESTATES PROPERTY OWNERS ASSOCIATION, INC.  
ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

- Homes must be set back 35' from the front property line.
- The approved shingle style is weathered wood architectural shingles.
- Garage doors must be one of the approved styles.
- The approved fence style is 6' tall shadowbox style with pre-stained cedar pickets.
- Landscape requirements include 20 pallets of sod, 1-2 trees in front yard and basic foundation landscaping in front.
- The mailboxes will be cluster box units as required by USPS.
- Satellite dishes and solar panels should not be visible from the road unless another suitable location is not available.
- Sheds must be painted the house body color and have shingles matching the house.

Adopted by the Board of Directors on this 24<sup>th</sup> day of November, 2020.

**Electronic Articles of Incorporation  
For**

N20000005032  
FILED  
May 11, 2020  
Sec. Of State  
tscott

CHADWICK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

CHADWICK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

**Article II**

The principal place of business address:

4004 NORTON AVENUE  
SUITE 202  
TALLAHASSEE, FL. US 32308

The mailing address of the corporation is:

P.O BOX 15889  
TALLAHASSEE, FL. US 32317

**Article III**

The specific purpose for which this corporation is organized is:

HOME OWNERS ASSOCIATION

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

DANIEL E MANAUSA  
1701 HERMITAGE BLVD.  
SUITE 100  
TALLAHASSEE, FL. 32308

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: DANIEL E. MANAUSA

N20000005032  
FILED  
May 11, 2020  
Sec. Of State  
tscott

## Article VI

The name and address of the incorporator is:

DANIEL E. MANAUSA  
1701 HERMITAGE BLVD  
SUITE 100  
TALLAHASSEE, FL 32308

Electronic Signature of Incorporator: DANIEL E. MANAUSA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
ROBERT R PARRISH JR.  
4004 NORTON AVENUE, SUITE 202  
TALLAHASSEE, FL. 32317 US

BYLAWS OF  
THE CHADWICK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I. MEETINGS OF MEMBERS

Section 1. Annual Meeting:

The annual meeting of the members of this corporation shall be held at the time and place designated by the directors of the corporation. The annual meeting of the members for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of members.

Section 2. Notice:

Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by, first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 3. Member Quorum and Voting:

Thirty (30) percent of the total voting interests, represented in person or by proxy, shall constitute a quorum at a meeting of members. When a specified item of business is required to be voted on by a class of members, a majority of the members of such class or series shall constitute a quorum for the transaction of such item of business by that class or series.

If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on a subject matter shall be the act of the members unless otherwise provided by law or these bylaws.

After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Section 4. Voting of Members:

Each member shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of members.

A member may vote either in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact.

Section 5. Action by Members Without a Meeting:

Any action required by law, these bylaws or the articles of incorporation of this corporation to be taken at any annual or special meeting of members of the corporation,



or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereof were present and voted.

## ARTICLE II. BOARD OF DIRECTORS

### Section 1. General Powers:

Subject to the limitations of the Articles of Incorporation, these bylaws, and the Florida General Corporation Act concerning corporate action that must be authorized or approved by the members of the corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the corporation shall be controlled by the Board. The Board of Directors shall have the power to amend the Articles of Incorporation without the majority vote of the members.

### Section 2. Number, Tenure, Qualifications and Election:

The Board of Directors shall consist of no less than two (2), nor more than five (5) members. The members of the Board of Directors shall be required to be members of the corporation. The number of Directors may be increased or decreased from time to time by amendment to these bylaws and the Articles of Incorporation. Directors of the corporation shall be elected at the annual meeting of members, and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

### Section 3. Meetings:

The Board of Directors shall hold an organizational meeting following each annual meeting of members. Additionally, regular meetings of the Board shall be held at such times as shall be fixed from time to time by resolution of the board.

Special meetings of the Board may be called at any time by the President, or if the President is absent or is unable or refuses to act, by the Vice President, or by any two (2) members of the Board.

Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Attendance of a Director at a meeting shall constitute a waiver of notice and a waiver of all objection to the place, time and manner of calling the same, except where the Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 4. Quorum and Voting:

A majority of Directors in office shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors, less than a quorum is present, a majority of those present may adjourn the meeting, from time to time, until a quorum is present. In the event vacancies exist on the Board of Directors, other than vacancies created by the removal of a Director or Directors by the members, the remaining Directors although less than a quorum, may elect a successor or successors for the unexpired term or terms by majority vote.

Section 5. Vacancies:

(a) A vacancy in the Board of Directors shall exist on the happening of any of the following events:

1. A Director dies, resigns or is removed from office;
2. The authorized number of Directors is increased without the simultaneous election of a Director to fill the newly authorized position;
3. The members at any annual, regular or special meeting at which Directors are to be elected, elect less than the number of Directors authorized to be elected at the meeting;
4. The Board of Directors declares vacant the office of a Directors who has been adjudicated of unsound mind or has been finally convicted of a felony or who, within thirty (30) days after notice of his election to the Board, neither accepts the office in writing nor attends the meeting of the Board.

A reduction in the authorized number of Directors does not remove any Director from office prior to the expiration of his term of office.

(b) A vacancy in the Board of Directors, except a vacancy occurring by the removal of a Director, may be filled by the vote of a majority of the remaining Directors, even though less than a quorum is present. Each Director so elected shall hold office for the unexpired term of his predecessors in office.

Any Directorship that is to be filled as a result of an increase in the number of Directors must be filled by election at an annual or special meeting of members called for that purpose.

Section 6. Removal:

At a regular meeting of members or at any special meeting called for such purpose, any Director or Directors may be removed from offices, with or without cause, by a majority vote.

New Directors may be elected by the members for the same unexpired term of Directors removed from office at the same meeting at which such removals are voted. If the members fail to elect persons to fill the unexpired terms of removed Directors, such terms shall be considered vacancies to be filled by the remaining Directors as provided in Section 5 above.

ARTICLE III. OFFICERS

Section 1. Officers:

The officers of this corporation shall consist of a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors at its meeting following the annual meeting of members of this corporation, and shall serve until their successors are chosen and qualify. Any two (2) or more offices may be held by the same person. The failure to elect a president, a vice-president, a secretary or a treasurer shall not affect the existence of this corporation.

Section 2. Duties:

The officers of this corporation shall have the following duties:

The president shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation subject to the directions of the board of directors and shall preside at all meetings of the board.

The vice-president shall have the same powers of the president when the president is unable to be present or serve and such other powers as the president and board of directors shall proscribe from time to time.

The secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the members, send all notices of the meetings out, and perform such other duties as may be prescribed by the Board of Directors of the president.

The treasurer shall have the custody of, and maintain, all of the corporate funds and financial records, shall keep full and accurate accounts of receipts of members and whenever else required by the board of directors or the president, and shall perform such other duties as may be prescribed by the board or president.

Section 3. Removal of Officers:

Any officer or agent elected or appointed may be removed by the Board of Directors whenever in its judgement the best interest of the corporation will be served thereby.

Any vacancy, however occurring, in any office may be filled by the Board of Directors.

Removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed; however, election or appointment of an officer or agent shall not of itself create contract rights.

ARTICLE IV. AMENDMENT

These bylaws may be repealed or amended, and new bylaws may be adopted by the Board of Directors.