

Inst. #20210048817 Bk: 3218 Pg: 2097 Recorded: 9/29/2021 1:51 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: \$44.00 Deputy Clerk KELLEY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made this 27 day of September, 2021, by **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation ("Declarant"), to and for the benefit of **D.R. Horton, Inc.**, a Delaware corporation ("Horton").

WITNESSETH:

Declarant owns that certain real property described on Exhibit "A" attached hereto (the "Property"). Declarant is developing property adjacent to the Property as a residential community (the "Community"). Horton intends to purchase finished lots located in the Community (the "Lots") from Declarant pursuant to that certain Purchase and Sale Agreement, dated September 16, 2020, by and between Horton and Declarant (the "Purchase Agreement"), and this Declaration is in partial consideration of Horton's acquisition of the Lots from Declarant. Declarant is executing this Declaration pursuant to the Purchase Agreement.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, the Property shall be held, sold and conveyed by Declarant subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of the Community and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Horton and its successors and assigns of the Community.

ARTICLE ONE **GENERAL PROVISIONS**

1.01 Restrictive Covenants Running with the Land. The use of the Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants running with the land and with the title to the Property, whether or not it be so expressed in the deed or other instrument of conveyance of the Property or any portion thereof, and shall be binding upon the Declarant and other persons having interests in the Property and upon their respective heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

ARTICLE TWO **USE RESTRICTIONS**

2.01 Restrictive Covenant on Overall Use of the Property. Neither the Property nor any part or portion thereof shall be used for any of the following purposes: (a) cinema/movie theatre; (b) bowling alley; (c) skating rink; (d) video game room, amusement gallery or amusement arcade; (e) pool hall; (f) any business that hosts obscene, nude or semi-nude performances; (g) adult book store or adult video store where obscene, pornographic or "adult" materials or paraphernalia,

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including, but not limited to, movies, videotapes, DVDs, devices, books, magazines, or other related items are sold or displayed; (h) facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances; (i) facilities used for the operation of any liquor store, package store, or other store primarily selling and/or manufacturing alcoholic beverages for off-site consumption; (j) funeral home or any other facility selling caskets; (k) industrial or manufacturing uses; (l) automotive repair; (m) sale of automotive supplies and parts; (n) gas station or convenience store; and (o) dry cleaners, except that a pickup only dry cleaner shall be a permitted use. Additionally, the business hours for any business conducted on the Property or any portion thereof shall be limited to the hours of 7:00 a.m. (local time) until 10:00 p.m. (local time) of the same calendar day.

2.02 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to anyone in the Community.

2.03 Outdoor Lighting. All outside lights shall be placed so as to avoid an annoyance to anyone in the Community. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic so that it does not shine toward any lots in the Community.

ARTICLE THREE **ENFORCEMENT; DURATION; AMENDMENT**

3.01 Enforcement. Horton shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by Horton to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.02 Term. This Declaration is to take effect upon recordation and shall be binding upon the Declarant and all persons and entities claiming title under and through it for fifty (50) years after the date this Declaration is recorded in the public records.

3.03 Assignment. Horton shall have the right, in its sole and absolute discretion, to assign all of its rights under this Declaration to any not-for-profit corporation formed as the homeowners association for the Community (the "HOA"). Upon such assignment, the HOA shall succeed to all rights of Horton under this Declaration.

3.04 Amendments. This Declaration may only be amended by a written instrument executed by the Declarant (and/or its successors that become owners of the Property or any portion thereof) and Horton (or the HOA pursuant to Section 3.03 hereof). Other than Horton, consent from any other owner of property within the Community is not required to amend this Declaration.

ARTICLE FOUR **MISCELLANEOUS**

4.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held

invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

4.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

4.03 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Property is located. Declarant hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

4.04 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Declarant has unto set its hands and seals on the day and year written above.

WITNESSES:

DECLARANT:

Carrie Stewart
 Print Name: CARRIE STEWART

Chelsea Faxon
 Print Name: Chelsea Faxon

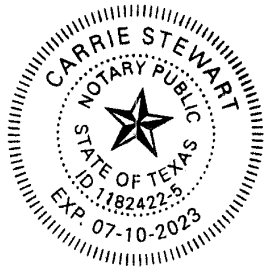
Forestar (USA) Real Estate Group Inc., a Delaware corporation

By: Katherine Kitcher
 Name: Katherine Kitcher
 As its: Senior Vice-President

STATE OF TEXAS)
) SS:
 COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 27 day of SEPTEMBER, 2021, by Katherine Kitcher, as the SVP of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of the company, who () is personally known to me or () has produced as identification his/her _____.

[NOTARIAL SEAL]



Carrie Stewart
 NOTARY PUBLIC, State of Florida
 My Commission Expires:

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

**Commercial Lot 1, Walton's Landing, per plat thereof recorded at Plat Book 23,
Page 76, in the Public Records of Walton County, Florida.**