

This document prepared by:
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Coastal Association Law Group, P.L.
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(850) 466-3255
Our File No. 11-40-0911

CERTIFICATE OF RECORDING

We, George Alexander, president of Northwind Homeowners Association, Inc. and Cynthia Thornton, secretary of Northwind Homeowners Association, Inc. (hereinafter "Association"), certify that we have executed the revived declaration and other governing documents approved by the Florida Department of Economic Opportunity in the name of the Association and hereby record the attached documents with the clerk of the circuit court of Escambia County, Florida, which is the county where the affected parcels are located. The following documents are attached hereto and incorporated herein:

1. Declaration of Covenants, Conditions and Restrictions.
2. Legal description of each affected parcel of property (as Exhibit "E" to the Declaration").
3. Certified copy of the Articles of Incorporation (as Exhibit "F" to the Declaration").
4. Bylaws of Northwind Homeowners Association, Inc. (as Exhibit "G" to the Declaration").
5. Letter of approval from Department of Economic Opportunity.

Dated this 28th day of October, 2015.

NORTHWIND HOMEOWNERS
ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation

By: George Alexander
GEORGE ALEXANDER, Its President

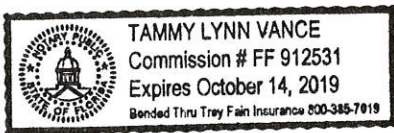
ATTEST:

Cynthia Thornton
CYNTHIA THORNTON, Its Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of October, 2015, by George Alexander, president of Northwind Homeowners Association, Inc., who is personally known to me or who produced FL Drivers License as identification.

Tammy Lynn Vance
NOTARY PUBLIC
Print Name: _____
Notary Public, State of Florida
Commission Number _____
My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of October, 2015, by Cynthia Thornton, secretary of Northwind Homeowners Association, Inc., who is personally known to me or who produced FID as identification.

Jessica Young
NOTARY PUBLIC
Print Name: Jessica Young
Notary Public, State of Florida
Commission Number FF 9110491
My Commission Expires: 9/8/19



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTHWIND

This Declaration (herein referred to as the "Declaration" or "Revived Declaration") is made by the written agreement of a majority of the affected parcel owners in Northwind pursuant to Chapter 720, Part III, Florida Statutes.

NORTHWIND PARTNERS LIMITED, the original developer, (herein referred to as "Developer") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 1866, Page 368, which were subsequently amended by that correction of Northwind Declaration of Covenants and Restrictions recorded in Official Records Book 1911, Page 590 and that Supplemental Declaration to Northwind Declaration of Covenants and Restrictions ("Supplemental Declaration") recorded in Official Records Book 2001, Page 635, all of the Public Records of Escambia County, Florida (the three above-referenced covenant documents are herein collectively referred to as the "Original Declaration"). These covenants, conditions, restrictions and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

Pursuant to authority granted under Chapter 720, Part III, Florida Statutes, the organizing committee consisting of George Alexander, Joe Tranchina, John (Kevin) Jeremiah, and Laura McGhee, does hereby submit these covenants, restrictions, reservations and servitudes for revival (hereinafter referred to as the "Revived Declaration"). It is hereby declared that, subject to the provisions hereof, all of the property described in Article II herein (which contains seventy-two lots and other properties as described herein in Exhibits "A" through "D"), shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof. The attached Exhibit "E" more particularly identifies each Lot and other real property that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners. The Articles of Incorporation for the Northwind Homeowners Association, Inc. ("Association") are attached as Exhibit "F". The Bylaws for the Association are attached as Exhibit "G". The graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "H". NOTE: Exhibits "B", "C" and "D" as used herein refer to the Supplemental Declaration, (labeled as Attachment "1") which annexed additional property per Article II herein. Further, all recording references herein refer to the Public Records of Escambia County, Florida. All attachments referenced herein are incorporated into and made a part of this Revived Declaration.

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes. The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. The

proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents. The respective amendment provisions are the same as those contained in the previous governing documents. This Revived Declaration contains no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under Section 720.404(3). This Revived Declaration complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720.

WITNESSETH:

WHEREAS, Developer was the owner of certain property located in Escambia County, Florida, which is more particularly described and designated in Article II of this Declaration; and

WHEREAS, Developer intended that the said real estate shall be developed and improved to create thereon a residential community with townhomes, private streets, open spaces and other common facilities for the benefit of said community; and

WHEREAS, said Developer desired to provide for the preservation of the values and amenities in said community and for the maintenance of the streets, open spaces and other common facilities and to that end, desired to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer desired to provide for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the investments and charges hereinafter created; and

WHEREAS, Developer caused to be incorporated under the laws of the State of Florida, a corporation not-for-profit, known as Northwind Homeowners Association, Inc., for the purpose of exercising the functions hereinabove set forth;

NOW THEREFORE, a majority of the owners (pursuant to Chapter 720, Part III, Florida Statutes) declare that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. The following words, when used in the Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Northwind Homeowners Association, Inc., a Florida corporation.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land described in Article II, Section 1, hereof, as Common Properties and any additions to existing properties intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Lot" shall mean and refer to individual residential townhouse lots (residential townhouses and side yards), a more particular description of which is provided as Exhibit A hereto, and any additional existing properties with the exception of common properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the lot situated upon the properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II – PROPERTY SUBJECT TO THE DECLARATION ADDITIONS THERETO

Section 1. Existing Property. The real property which was initially held, transferred and occupied subject to the Original Declaration is located in Escambia County, Florida, and is more particularly described as follows:

Lot 15 less the right-of-way of Chisholm Road (50' R/W), Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida

“Common Properties” shall include all of the foregoing platted property less and except lots described on the attached Exhibit “A”

All of which real property shall hereinafter be referred to as “existing property”.

The legal descriptions of the initial thirty-two (32) lots are described in the attached Exhibit “A” found in that certain Correction of Northwind Declaration of Covenants and Restrictions recorded at Official Records Book 1911, Pages 590-597, of the Public Records of Escambia County, Florida.

Section 2. Additional Properties. Additional properties owned by the developer or acquired by the developer were later submitted to and made subject to the Original Declaration in the same manner as the “existing property” described above by recording a Supplemental Declaration at Official Records Book 2001, Pages 635-656 which describes forty (40) additional lots. Additionally, the Supplemental Declaration to Northwind Declaration of Covenants and Restrictions contained important easement rights and reservations. Therefore, the Supplemental Declaration is attached hereto and incorporated herein by reference as Attachment “1”.

a. Greenbelt Area. Developer was the owner of a certain greenbelt area contiguous to and southerly of the most southerly lots herein subjected to the Declaration. By Deed recorded at Official Records Book 2001, Page 657, Developer conveyed said greenbelt area to the Northwind Homeowner’s Association, Inc., a Florida corporation not for profit, and said greenbelt area shall likewise be subjected to all of the applicable terms and provisions of the Declaration and shall be deemed and considered “common properties” as that phrase is defined

in the Declaration. The legal description to said greenbelt area is attached as Exhibit "D" to the Supplemental Declaration (Attachment "1").

b. 65 Foot Access Easement. A portion of the 40 lots herein subjected to the Declaration is intended to be used as a road and parking area. By its signature on the Supplemental Declaration, Developer did bargain, sell, convey and grant unto the Northwind Homeowner's Association, Inc. a perpetual, non-exclusive easement for ingress, egress and parking purposes. Said easement shall likewise be subjected to all of the terms and provisions of the Declaration and shall be deemed and considered an addition to "common properties" as defined in the Declaration and subject to management and regulation by the Northwind Homeowner's Association, Inc. The easement area to which this paragraph applies is legally described on the attached Exhibit "B" of the Supplemental Declaration (Attachment "1") consisting of one (1) page, and made a part hereof by reference.

c. Easement. Developer arranged for the granting of a certain easement to the Northwind Homeowner's Association, Inc., a copy of which is attached as Exhibit "C" to the Supplemental Declaration (Attachment "1") consisting of three (3) pages, and made part hereof by reference. The easement constitutes a 60 foot strip of land lying westerly of the most westerly lots herein subjected to the Declaration and is for the purpose of providing secondary ingress, egress and utilities to the 40 lots herein subjected to the Declaration and such other purposes as are set forth in said easement. Developer did further declare that said easement shall be deemed and considered as part of the "common properties" as defined in the Declaration and is further hereby subjected to all of the applicable terms and provisions of the Declaration.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any lot which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership which consists of those owners as defined in Section 1. All members shall be entitled to one vote for each lot in which he or she holds the interest required for membership by Section 1. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. The Original Declaration provided for a separate class of membership for the Developer which has terminated.

ARTICLE IV – PROPERTY RIGHTS IN THE COMMON PROPERTIES
AND CERTAIN EASEMENTS FOR ACCESS

Section 1. Members' Easements and Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the fee simple title to every lot.

Section 2. Title to Common Properties. Common Properties were conveyed in fee simple by Developer to Northwind Homeowner's Association, Inc. by Warranty Deed recorded at Official Records Book 1911, Page 598, and Quit Claim Deed recorded at Official Records Book 2001, Page 657, and granted as easements in the Supplemental Declaration.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties. In the event of a default upon such mortgage the lender's rights hereunder shall be limited to a right, admission and other fees as a condition to continued enjoyment by the members until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.
- (b) The rights of the association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) The right of the association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) The right of the association to charge reasonable admission and other fees for the use of the common properties; and
- (e) The right of the association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the vote of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

Section 4. Easement for Access. Members, their families, guests and tenants shall have an easement for ingress and egress, and for access to each dwelling structure, over, along and across the walkways, driveways, streets and paved portions of the properties; provided that no such easement shall extend to those paved portions of any parking spaces assigned to the owner of another lot.

Section 5. Parking. The association shall assign at least two parking spaces for the exclusive use of lot owners, their families, guests and tenants, which lots, when possible, shall be adjacent or close to said lot.

Section 6. Rules. The association shall have the right, from time to time, to make such rules and regulations governing common areas or areas over which the association has a vested interest or jurisdiction as it may deem necessary or appropriate.

Section 7. Utilities and Meters. Owners are granted necessary utility and meter easements across and upon the lots of others to the extent necessary for the service to any lot and the maintenance and reading of said utilities and meters.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The developer, for each lot sold by it within the Properties, covenanted and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, was deemed to covenant and agree to pay the association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the fee simple estate and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with such interest thereon costs of collecting thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the owner of the property at the time the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively for the purpose of promoting the health, recreation, safety and welfare of the residents in the properties and in particular for the improvements and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and the home situated upon the properties, including, but not limited to, the

payment of taxes, insurance and lease payments thereon and repair, replacement, and additions thereto, and for the costs of labor, equipment, materials, security, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment for 2015 shall be two thousand one hundred and no/100 dollars (\$2,100.00) paid in monthly installments of one hundred seventy five and no/100 dollars (\$175.00).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4, hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty

(60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The assessment for any year shall become due and payable on the first day of March of said year.

The due dates of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directions. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection of any owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of a payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien of the property which shall bind such property in the hands

of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by the laws of Florida and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint of such action, and in the event the judgment is obtained, said judgment shall include interest as above provided, and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgages now or hereafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Notwithstanding anything to the contrary in this Section, the provisions of Section 720.3085, as amended from time to time, are incorporated herein by reference.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and

devoted to public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provision herein no property devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI – PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the home upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law existing in the State of Florida regarding party walls and of liability for property damage due to negligent and willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the walls they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution for the others under any rule of the law regarding liability for negligent or willful acts or omission.

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

Section 5. Right to Contribute Runs with the Land. The right of any owner to contribute from any other owner under this article shall be appurtenant to the fee simple estate and shall pass to such owner's successor in title.

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

ARTICLE VII – ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, walk, wall, street or other structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, shall fail to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, such approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VIII – EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the common properties, the Association shall provide exterior maintenance (including roof) upon each Lot which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care

for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, stairways, grass, walks and other exterior improvements.

Section 2. Assessments of Cost. The cost of such exterior maintenance shall be assessed against the lot or lots upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot or lots are subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the owner(s) of such lot or lots and shall become due and payable in all respects as provided by Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance required by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot at reasonable hours on any day except Sunday.

ARTICLE IX – PROHIBITED AND LIMITED ACTIVITIES

Section 1. Sanitation. No garbage or other trash or debris or receptacles for the accumulation, collection or storage of same shall be placed anywhere on The Properties where the same is visible from common properties except in such manner as is specifically provided by the published rules and regulations of the Association.

Section 2. Recreational Vehicles. No recreational vehicles, including, but not limited to, campers, trailers, boats and other similar vehicles as defined by the Association in accordance with its Articles and By-Laws, shall be parked or maintained on the properties except in the areas

designated by the Board of Directors of the Association and except in such manner as is specifically provided by the published Rules and Regulations of the Association.

Section 3. Outside Appearance. No television, radio antennas, or outside awnings shall be erected on the properties nor shall the outside appearance of any home be altered except in such manner as is provided by the published Rules and Regulations of the Association.

Section 4. Residential Use. All lots shall be used and occupied as residential dwellings only. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any member or tenant.

Section 5. Pets. The Association regulates the presence of pets on The Properties. Owners' pets are permitted only after application to the Board of Directors of the Association and issuance of a permit and only then under such restrictions and conditions as the Board shall approve in each individual case. Guests may not bring pets upon the properties under any circumstances. The Association shall strictly enforce pet rules.

Section 6. Rules. The Association shall have the right to institute necessary rules and regulations governing the property in accordance with the procedure set forth in its By-Laws.

ARTICLE X – DUTY TO REBUILD OR REPAIR

Section 1. In the event of damage to or destruction of any improvement on any lot by fire, windstorm, water or any other cause whatsoever, the owner shall, within a reasonable time, cause said improvements to be repaired or rebuilt at owners' cost so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of these covenants and restrictions. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to

any improvement upon any lot shall be used to assure the repair or rebuilding of any such improvement.

Section 2. The Association shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the foregoing provision.

ARTICLE XI – GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of forty (40) years from the date this Declaration is recorded in the official records of Escambia County, Florida, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3rds) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the fee simple estate to enforce any lien created by these covenants, and failure by 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.

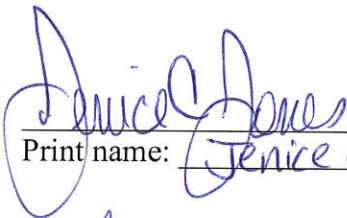
Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way effect any other provisions which shall remain in full force and effect.

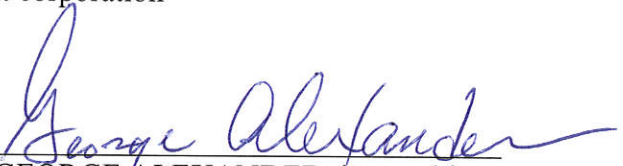
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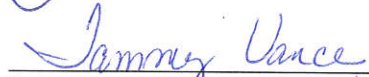
IN WITNESS WHEREOF, by the written agreement of a majority of the affected parcel owners in Northwind pursuant to Chapter 720, Part III, Florida Statutes, Northwind Homeowners Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed by its president and secretary as required by Section 720.407, Fla. Stat. as of this 28th day of October, 2015.

Signed, sealed and delivered in the presence of:

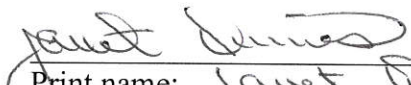
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ASSOCIATION, INC., a Florida not for
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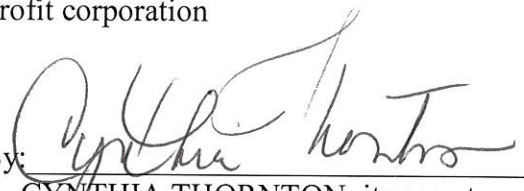

Print name: Jenice C. Jones

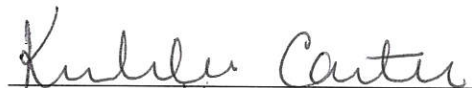
By: 
GEORGE ALEXANDER, its president


Print name: Tammy Vance

NORTHWIND HOMEOWNERS
ASSOCIATION, INC., a Florida not for
profit corporation


Print name: Janet Robinson

By: 
CYNTHIA THORNTON, its secretary


Print name: Kimberlee Carter

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of October, 2015, by George Alexander, as president of Northwind Homeowners Association, Inc., a Florida not for profit corporation.

 Personally Known
OR
✓ Produced Identification
Type of ID produced FL Drivers License



Tammy Lynn Vance
NOTARY PUBLIC-STATE OF
FLORIDA

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 28 day of October, 2015, by Cynthia Thornton, as secretary of Northwind Homeowners Association, Inc., a Florida not for profit corporation.

✓ Personally Known
OR
 Produced Identification
Type of ID produced



Jessica Young
NOTARY PUBLIC-STATE OF
FLORIDA

Lot 15 less the right-of-way of Chisholm Road, 50 foot right-of-way, Block 3, Section 13 Township 1 South, Range 30 West, Escambia County, Florida, containing 4.7 acres more or less, LESS AND EXCEPT the following described thirty-two Lots, descriptions by metes and bounds

COMMENCE AT THE Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 546.88 feet for the Point of Beginning; thence continue along the same course a distance of 82.48 feet to the Southeast corner of Lot 15 and the Westerly right-of-way line of Chisholm Road 150' R/W, thence deflect 88°06'28" Left along said Westerly right-of-way and Easterly lot line a distance of 67.94 feet, thence deflect 91°53'32" Left a distance of 84.72 feet; thence deflect 90°00' Left a distance of 67.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 546.88 feet, thence deflect 90° Left a distance of 67.94 feet for the Point of Beginning, thence continue along the same course a distance of 82.0 feet, thence deflect 90° Right a distance of 42.0 feet; thence deflect 90° Right a distance of 20.0 feet, thence deflect 90° Left a distance of 35.0 feet; thence deflect 90° Left a distance of 20.0 feet, thence deflect 90° Right a distance of 9.43 feet to the Easterly line of said Lot 15, also along the Westerly right-of-way line of Chisholm Road 150' R/W, thence deflect 91°53'32" Right along said Easterly right-of-way line and Easterly lot line a distance of 82.04 feet; thence deflect 88°06'28" Right a distance of 84.72 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Easterly along the South line of said Lot 15 a distance of 468.16 feet for the Point of Beginning, thence continue along the same course a distance of 78.72 feet, thence deflect 90° Left a distance of 67.94 feet, thence deflect 90° Left a distance of 68.72 feet, thence deflect 90° Right a distance of 62.00 feet, thence deflect 90° Left a distance of 10.0 feet, thence deflect 90° Left a distance of 129.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 546.88 feet, thence deflect 90° Left a distance of 67.94 feet for the Point of Beginning, thence continue along the same course a distance of 82.00 feet, thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 20.0 feet, thence deflect 90° Right a distance of 26.72 feet; thence deflect 90° Left a distance of 62.0 feet, thence deflect 90° Left a distance of 68.72 feet to the Point of Beginning.



Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 538.12 feet; thence deflect 90° Right a distance of 67.94 feet for the Point of Beginning, thence continue along the same course a distance of 82.0 feet; thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 20.0 feet, thence deflect 90° Right a distance of 56.0 feet; thence deflect 90° Right a distance of 20.0 feet, thence deflect 90° Left a distance of 11.21 feet to the Easterly line of said Lot 15, also being the Westerly right-of-way line of Chisholm Road (50' R/W), thence deflect 88°06'46" Left along said Westerly right-of-way line and Easterly lot line a distance of 82.15 feet; thence deflect 91°53'14" Left a distance of 91.93 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 538.12 feet for the Point of Beginning, thence continue along same course a distance of 94.71 feet to the Northeast corner of said Lot 15, also being the Westerly right-of-way line of Chisholm Road (50' R/W), thence 91°53'14" Right along said Westerly right-of-way line and Easterly lot line a distance of 61.93 feet, thence deflect 88°06'46" Right a distance of 91.93 feet, thence deflect 90° Right a distance of 67.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15; thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 538.66 feet, thence deflect 90° Right a distance of 67.94 feet for the Point of Beginning, thence deflect 90° Right a distance of 68.00 feet; thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Left a distance of 26.0 feet; thence deflect 90° Right a distance of 22.0 feet, thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 82.0 feet to the Point of Beginning.

Commence at the southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 458.91 feet for the Point of Beginning, thence deflect 90° Right a distance of 129.94 feet, thence deflect 90° Left a distance of 10.0 feet; thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Right a distance of 68.0 feet; thence deflect 90° Left a distance of 67.94 feet; thence deflect 90° Left a distance of 78.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 379.16 feet, thence deflect 90° Right a distance of 67.94 feet for the Point of Beginning, thence deflect 90° Left a distance of 68.0 feet; thence deflect 90° Right a distance of 62.0 feet, thence deflect 90° Right a distance of 26.0 feet, thence deflect 90° Left a distance of 20.0 feet, thence deflect 90° Right a distance of 42.0 feet, thence deflect 90° Right a distance of 82.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 379.16 feet for the Point of Beginning, thence deflect 90° Right a distance of 67.94 feet, thence deflect 90° Left a distance of 68.0 feet; thence deflect 90° Right a distance of 62.0 feet, thence deflect 90° Left a distance of 10.0 feet; thence deflect 90° Left a distance of 129.94 feet; thence deflect 90° Left a distance of 78.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 379.16 feet; thence deflect 90° Right a distance of 67.94 feet for the Point of Beginning; thence deflect 90° Right a distance of 68.0 feet; thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Left a distance of 26.0 feet, thence deflect 90° Right a distance of 20.0 feet, thence deflect 90° Left a distance of 42.0 feet; thence deflect 90° Left a distance of 82.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Northerly along the Westerly line of said Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the Northerly line of said Lot 15 a distance of 301.16 feet for the Point of Beginning; thence deflect 90° Right a distance of 129.94 feet; thence deflect 90° Left a distance of 10.0 feet; thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Right a distance of 68.0 feet, thence deflect 90° Left a distance of 67.94 feet, thence deflect 90° Left a distance of 78.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 233.78 feet for the Point of Beginning, thence continue along same course a distance of 78.0 feet; thence deflect 90° Left a distance of 129.94 feet; thence deflect 90° Left a distance of 10.0 feet; thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Right a distance of 68.0 feet; thence deflect 90° Left a distance of 67.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 233.78 feet, thence deflect 90° Left a distance of 67.94 feet for the Point of Beginning, thence deflect 90° Right a distance of 68.0 feet, thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Left a distance of 26.0 feet; thence deflect 90° Right a distance of 20.0 feet, thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 82.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 East, Escambia County, Florida; thence Easterly along the South line of said Lot 15 a distance of 233.78 feet for the Point of Beginning; thence continue along same course a distance of 78.0 feet; thence deflect 90° Left a distance of 67.94 feet; thence deflect 90° Left a distance of 68.0 feet; thence deflect 90° Right a distance of 62.0 feet; thence deflect 90° Left a distance of 10.0 feet; thence deflect 90° Left a distance of 129.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Easterly along the South line of said Lot 15 a distance of 233.78 feet, thence deflect 90° Left a distance of 67.94 feet for the Point of Beginning, thence continue along same course a distance of 82.0 feet, thence deflect 90° Left a distance of 42.0 feet; thence deflect 90° Left a distance of 20.0 feet; thence deflect 90° Right a distance of 26.0 feet, thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Left a distance of 68.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the West line of Lot 15 a distance of 325.00 feet to the Northwest corner of said Lot 15, thence deflect 88° 27' 17" Right along the North line of said Lot 15 a distance of 224.08 feet; thence deflect 90° 00' Right a distance of 67.94 feet for the Point of Beginning, thence continue along same course a distance of 82.00 feet; thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 20.0 feet, thence deflect 90° Right a distance of 26.0 feet, thence deflect 90° Left a distance of 62.0 feet, thence deflect 90° Left a distance of 68.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Northerly along the West line of Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15; thence deflect 88° 27' 17" Right along the North line of said Lot 15 a distance of 224.08 feet for the Point of Beginning; thence continue along same course a distance of 78.0 feet; thence deflect 90° Right a distance of 129.94 feet; thence deflect 90° Right a distance of 10.0 feet; thence deflect 90° Right a distance of 62.0 feet, thence deflect 90° Left a distance of 68.0 feet; thence deflect 90° Right a distance of 67.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the West line of Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88° 27' 17" Right along the North line of said Lot 15 a distance of 224.08 feet, thence deflect 90° Right a distance of 67.94 feet for the Point of Beginning, thence continue along same course a distance of 82.0 feet; thence deflect 90° Right a distance of 42.0 feet, thence deflect 90° Right a distance of 20.0 feet, thence deflect 90° Left a distance of 26.0 feet; thence deflect 90° Right a distance of 62.0 feet, thence deflect 90° Right a distance of 68.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Northerly along the West line of Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect 88°27'17" Right along the North line of said Lot 15 a distance of 224.08 feet to the Point of Beginning, thence continue along same course a distance of 78.0 feet, thence deflect 90° Right a distance of 67.94 feet; thence deflect 90° Right a distance of 68.0 feet; thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Right a distance of 10.0 feet, thence deflect 90° Right a distance of 129.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 77.90 feet to the Point of Beginning; thence deflect 90° Left a distance of 67.94 feet, thence deflect 90° Right a distance of 68.0 feet, thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Right a distance of 10.0 feet, thence deflect 90° Right a distance of 129.94 feet, thence deflect 90° Right a distance of 78.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 77.90 feet, thence deflect 90° Left a distance of 67.94 feet to the Point of Beginning, thence deflect 90° Right a distance of 68.0 feet, thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Left a distance of 26.0 feet; thence deflect 90° Right a distance of 20.0 feet, thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 82.0 feet to the Point of Beginning.

Begin at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 77.90 feet, thence deflect 90° Left a distance of 67.94 feet, thence deflect 90° Left a distance of 61.00 feet; thence deflect 90° Right a distance of 62.00 feet; thence deflect 90° Left a distance of 13.38 feet to the West line of said Lot 15, thence deflect 88°26'59" Left along said West line a distance of 129.99 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 77.90 feet, thence deflect 90° Left a distance of 67.94 feet to the Point of Beginning; thence deflect 90° Left a distance of 61.0 feet, thence deflect 90° Right a distance of 62.0 feet; thence deflect 90° Right a distance of 19.0 feet, thence deflect 90° Left a distance of 20.0 feet, thence deflect 90° Right a distance of 42.0 feet; thence deflect 90° Right a distance of 82.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the West line of Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15, thence deflect $88^{\circ}27'17''$ Right along the North line of said Lot 15 a distance of 69.21 feet, thence deflect $90^{\circ}00'$ Right a distance of 67.94 feet for the Point of Beginning, thence continue along same course a distance of 82.0 feet, thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 20.0 feet, thence deflect 90° Right a distance of 26.0 feet, thence deflect 90° Left a distance of 62.0 feet, thence deflect 90° Left a distance of 68.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Northerly along the West line of Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15; thence deflect $88^{\circ}27'17''$ Right along the North line of said Lot 15 a distance of 69.21 feet for the Point of Beginning, thence continue along same course a distance of 78.0 feet, thence deflect 90° Right a distance of 129.94 feet, thence deflect 90° Right a distance of 10.0 feet; thence deflect 90° Right a distance of 62.0 feet, thence deflect 90° Left a distance of 68.0 feet, thence deflect 90° Right a distance of 67.94 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the West line of Lot 15 a distance of 325.0 feet to the Northwest corner of said Lot 15; thence deflect $88^{\circ}27'17''$ Right along the North line of said Lot 15 a distance of 69.21 feet, thence deflect $90^{\circ}00'$ Right a distance of 67.94 feet for the Point of Beginning, thence continue along same course a distance of 82.0 feet, thence deflect 90° Right a distance of 42.0 feet, thence deflect 90° Right a distance of 20.0 feet, thence deflect 90° Left a distance of 19.0 feet, thence deflect 90° Right a distance of 62.0 feet; thence deflect 90° Right a distance of 61.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Northerly along the West line of said Lot 15 a distance of 195.06 feet for the Point of Beginning, thence continue along same course a distance of 129.94 feet to the Northwest corner of said Lot 15, thence deflect $88^{\circ}27'17''$ Right along the North line of said Lot 15 a distance of 69.21 feet; thence deflect 90° Right a distance of 67.94 feet, thence deflect 90° Right a distance of 61.0 feet; thence deflect 90° Left a distance of 62.0 feet, thence deflect 90° Right a distance of 11.72 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Easterly along the South line of said lot 15 a distance of 389.71 feet for the Point of Beginning, thence deflect 90° Left a distance of 67.94 feet, thence deflect 90° Right a distance of 68.0 feet, thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Right a distance of 10.0 feet, thence deflect 90° Right a distance of 129.94 feet; thence deflect 90° Right a distance of 78.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13 Township 1 South, Range 30 West, Escambia County, Florida; thence Easterly along the South line of said Lot 15 a distance of 389.71 feet, thence deflect 90° Left a distance of 67.94 feet for the Point of Beginning, thence deflect 90° Right a distance of 68.0 feet; thence deflect 90° Left a distance of 62.0 feet; thence deflect 90° Left a distance of 26.0 feet thence deflect 90° Right a distance of 20.0 feet; thence deflect 90° Left a distance of 42.0 feet, thence deflect 90° Left a distance of 82.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida, thence Easterly along the South line of said Lot 15 a distance of 311.71 feet for the Point of Beginning; thence deflect 90° Left a distance of 129.94 feet, thence deflect 90° Right a distance of 70.0 feet; thence deflect 90° Right a distance of 62.0 feet, thence deflect 90° Left a distance of 68.0 feet, thence deflect 90° Right a distance of 67.94 feet; thence deflect 90° Right a distance of 78.0 feet to the Point of Beginning.

Commence at the Southwest corner of Lot 15, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Easterly along the South line of said Lot 15 a distance of 389.71 feet, thence deflect 90° Left a distance of 67.94 feet for the Point of Beginning; thence deflect 90° Left a distance of 68.0 feet; thence deflect 90° Right a distance of 62.0 feet, thence deflect 90° Right a distance of 26.0 feet, thence deflect 90° Left a distance of 20.0 feet; thence deflect 90° Right a distance of 42.0 feet; thence deflect 90° Right a distance of 82.0 feet to the Point of Beginning.

SUPPLEMENTAL DECLARATION TO NORTHWIND DECLARATION OF COVENANTS AND RESTRICTIONS

RECITALS

On January 31, 1984, NORTHWIND PARTNERS LIMITED, a Florida Limited Partnership (Northwind) executed a certain Declaration of Covenants and Restrictions recorded in Official Record Book 1866, Page 368 of the Public Records of Escambia County, Florida, which Declaration was duly amended by instrument dated May 4, 1984, recorded in Official Record Book 1911, Page 590, of the Public Records of Escambia County, Florida, the said Declaration, as amended, being hereafter referred to as "Declaration". The Declaration reserves unto Northwind the right to subject additional lots and common area to the Declaration providing such additional properties are so subjected on or before January 30, 1989, and provided further that such additional properties are adjacent or convenient to the initial properties subjected to said Declaration and subjected to management by the Association. Northwind is the owner of certain additional properties which are contiguous to the westerly line of the properties initially subjected to the Declaration and desire to subject such additional properties to the Declaration.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable considerations, Northwind does hereby declare as follows:

1. Northwind is the owner of 40 lots, the same being described by metes and bounds description on the attached Exhibit "A", consisting of 14 pages and made a part hereof by reference. These lots are hereby subjected to all of the terms and conditions set forth in the Declaration.

2. Northwind is the owner of a certain greenbelt area contiguous to and southerly of the most southerly lots herein subjected to the Declaration. By Deed executed simultaneously herewith, Northwind conveys said greenbelt area to the Northwind Homeowner's Association, Inc., a Florida corporation not for profit and said greenbelt area shall likewise be subjected to all of the applicable terms and provisions of the Declaration and shall be deemed and considered "common properties" as that phrase is defined in the Declaration. The legal description to said greenbelt area is attached hereto as Exhibit "D".

3. A portion of the 40 lots herein subjected to the Declaration is intended to be used as a road and parking area. By its signature below, Northwind does hereby bargain, sell, convey and grant unto the Northwind Homeowner's Association, Inc. a perpetual, non-exclusive easement for ingress, egress and parking purposes. Said easement shall likewise be subjected to all of the terms and provisions of the Declaration and shall be deemed and considered an addition to "common properties" as defined in the Declaration and subject to management and regulation by the Northwind Homeowner's Association, Inc. The easement area to which this paragraph applies is legally described on the attached Exhibit "B", consisting of one (1) page, and made a part hereof by reference.

4. Northwind has arranged for the conveyance of a certain easement to the Northwind Homeowner's Association, Inc., a copy of which is attached hereto as Exhibit "C", consisting of three (3) pages, and part hereof by reference. The easement constitutes a 60 foot strip of land lying westerly of the most westerly lots herein subjected to the Declaration and is for the purpose of providing secondary ingress, egress and utilities to the 40 lots herein subjected to the Declaration and such other purposes as are set forth in said easement. Northwind does further declare that said easement shall be deemed and considered as part of the "common properties" as defined in the Declaration and is further hereby subjected to all of the applicable terms and provisions of the Declaration. The easement herein referred to shall be executed on or about the date on which this Supplemental Declaration is executed and shall thereafter be promptly recorded in the Public Records of Escambia County, Florida.

5. Florida National Bank, Pensacola (Bank) is an interested party in this transaction in that it holds various mortgage or mortgages on all or some portion of the lots and common properties herein subjected to the Declaration. By its signature below, Bank does hereby join in the execution of this Supplemental Declaration to evidence its consent and agreement to the matters and things set forth and accomplished herein.

Contract No. 32592
 Number

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21st day of December, 1984.

NORTHWIND PARTNERS LIMITED, a Florida Limited Partnership

Witnesses as to the three (3) General Partners:

[Handwritten signatures of witnesses]

By: *[Signature]*
Richard C. Jones
General Partner

By: *[Signature]*
Richard B. Olney, Jr.
General Partner

By: *[Signature]*
Sterling F. Stoudenmire, III,
General Partner

FLORIDA NATIONAL BANK,
PENSACOLA

By: *[Signature]*
Walter W. Urquhart

ATTEST:

[Signature]

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of December, 1984, by Richard C. Jones, Partner; Richard B. Olney, Jr., Partner; and Sterling F. Stoudenmire, III, Partner, on behalf of NORTHWIND PARTNERS LIMITED, a Florida Limited Partnership.

[Signature]
Notary Public, State of Florida

My Commission Expires: 11-20-88

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of December, 1984, by Walter W. Urquhart, Vice President, and P. Blane Petroustson, Asst. V.P., SECRETARY, of FLORIDA NATIONAL BANK, PENSACOLA, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My Commission Expires: _____

Northwind Homeowner's Association, Inc. for value received, does hereby join in the execution of the foregoing Supplemental Declaration to evidence its consent to an agreement with the matters and things set forth therein, this 21st day of December, 1984.

NORTHWIND HOMEOWNER'S
ASSOCIATION, INC.

By: Richard B. Olney, Jr.
Richard B. Olney, Jr.,
President

ATTEST:
Sterling F. Stoudenmire, III
Sterling F. Stoudenmire, III,
Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of December, 1984, by Richard B. Olney, Jr., President, and Sterling F. Stoudenmire, III, Secretary of NORTHWIND HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My Commission Expires: 11-20-88

LEGAL DESCRIPTION
DRWG: #84-02-034-11

B.L. 2001 PAGE 638

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet for the Point of Beginning; thence continue along the same course a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 71.30 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 69.37 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 61.30 feet; thence deflect $89^{\circ}40'15''$ Left a distance of 93.13 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 10.00 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-12

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 10.0 for the Point of Beginning; thence continue along the same course a distance of 61.30 feet; thence deflect $89^{\circ}40'15''$ Left a distance of 93.13 feet; thence deflect $90^{\circ}19'45''$ Left a distance of 61.30 feet; thence deflect $89^{\circ}40'15''$ Left a distance of 93.13 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-13

DESCRIPTION: COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 325.00 FEET; THENCE DEFLECT $89^{\circ}40'15''$ RIGHT A DISTANCE OF 71.30 FEET; FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 83.13 FEET; THENCE DEFLECT $90^{\circ}19'45''$ RIGHT A DISTANCE OF 69.37 FEET; THENCE DEFLECT $89^{\circ}40'15''$ RIGHT A DISTANCE OF 83.13 FEET; THENCE DEFLECT $90^{\circ}19'45''$ RIGHT A DISTANCE OF 69.37 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE WESTERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

EXHIBIT "A"

LEGAL DESCRIPTION
DRWG: #84-02-034-14

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DESCRIPTION: COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 162.50 FEET; THENCE DEFLECT $89^{\circ}40'15''$ RIGHT A DISTANCE OF 71.30 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 83.13 FEET; THENCE DEFLECT $89^{\circ}40'15''$ LEFT A DISTANCE OF 93.13 FEET; THENCE DEFLECT $90^{\circ}19'45''$ LEFT A DISTANCE OF 83.13 FEET; THENCE DEFLECT $89^{\circ}40'15''$ LEFT A DISTANCE OF 93.13 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE NORTHERLY AND WESTERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LEGAL DESCRIPTION
DRWG: #84-02-034-J1

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 71.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet for the point of Beginning; thence continue along the same course a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 61.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 61.00 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-J2

Beginning at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 71.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 61.00 feet; thence deflect $90^{\circ}15'20''$ Right a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 9.79 feet to the East line of said Lot; thence Northerly along said East line a distance of 162.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION

DRAWING # 84-02-034-J3

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COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 71.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ LEFT A DISTANCE OF 69.50 FEET; FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 73.50 FEET; THENCE DEFLECT $90^{\circ}15'20''$ RIGHT A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE SOUTHERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LEGAL DESCRIPTION

DRWG: #84-02-034-J4

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 71.00 feet for the Point of Beginning; thence continue along the same course a distance of 83.50 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 162.50 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 10.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 93.00 feet; thence deflect $89^{\circ}44'40''$ Right a distance of 73.50 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION

DRWG: #84-02-034-K1

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 to a concrete monument being the Northeast corner of Lot 3 of said Block and Section for the Point of Beginning; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 71.08 feet; thence deflect $89^{\circ}22'44''$ Right a distance of 68.90 feet; thence deflect $90^{\circ}00'00''$ Right a distance of 61.14 feet; thence deflect $89^{\circ}56'45''$ Left a distance of 84.83 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 10.00 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 154.43 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Westerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-K2

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 feet to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $89^{\circ}40'15''$ Right along the North line of said Lot 3 a distance of 154.43 feet; thence deflect $89^{\circ}40'15''$ Left a distance of 10.00 feet for the Point of Beginning; thence continue along the same course a distance of 71.23 feet; thence deflect $90^{\circ}23'$ Left a distance of 85.23 feet; thence deflect $90^{\circ}00'$ Left a distance of 61.14 feet; thence deflect $89^{\circ}56'45''$ Left a distance of 84.83 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Westerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-K3

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 feet to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 71.08 feet for the Point of Beginning; thence continue along the same course a distance of 70.92 feet; thence deflect $89^{\circ}43'31''$ Right a distance of 153.84 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 10.00 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 85.63 feet; thence deflect $90^{\circ}03'15''$ Left a distance of 60.86 feet; thence deflect $90^{\circ}00'00''$ Right a distance of 68.90 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Westerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-K4

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 feet to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 142.00 feet; thence deflect $89^{\circ}43'31''$ Right a distance of 153.84 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 10.00 feet for the Point of Beginning; thence continue along the same course a distance of 70.77 feet; thence deflect $89^{\circ}37'$ Right a distance of 85.23 feet; thence deflect $90^{\circ}00'00''$ Right a distance of 60.86 feet; thence deflect $90^{\circ}03'15''$ Right a distance of 85.63 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Westerly 32.50 feet of the above described property.

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 feet to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 142.00 feet; thence deflect $89^{\circ}43'31''$ Right a distance of 153.84 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 70.85 feet for the Point of Beginning; thence continue along the same course a distance of 61.15 feet; thence deflect $90^{\circ}19'45''$ Left a distance of 85.28 feet; thence deflect $90^{\circ}03'15''$ Left a distance of 61.23 feet; thence deflect $90^{\circ}00'00''$ Left a distance of 84.87 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Easterly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-L2

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 feet to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 142.00 feet; thence deflect $89^{\circ}43'31''$ Right a distance of 306.01 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 70.71 feet for the Point of Beginning; thence continue along the same course a distance of 71.29 feet; thence deflect $89^{\circ}40'23''$ Right a distance of 152.17 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 10.00 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 85.28 feet; thence deflect $90^{\circ}03'15''$ Left a distance of 61.23 feet; thence deflect $90^{\circ}00'00''$ Right a distance of 67.30 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Easterly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-L3

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 feet to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 142.00 feet; thence deflect $89^{\circ}43'31''$ Right a distance of 153.84 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 10.00 feet for the Point of Beginning; thence continue along the same course a distance of 60.85 feet; thence deflect $90^{\circ}23'00''$ Left a distance of 84.87 feet; thence deflect $90^{\circ}00'00''$ Left a distance of 60.77 feet; thence deflect $89^{\circ}56'45''$ Left a distance of 84.46 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Easterly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-L4

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 feet to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 142.00 feet; thence deflect $89^{\circ}43'31''$ Right a distance of 153.84 feet for the Point of Beginning; thence continue along the same course a distance of 152.17 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 70.71 feet; thence deflect $89^{\circ}37'08''$ Right a distance of 67.30 feet; thence deflect $90^{\circ}00'00''$ Right a distance of 60.77 feet; thence deflect $90^{\circ}19'22''$ Left a distance of 84.46 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 10.00 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Easterly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-M1

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 325.00 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 154.43 feet for the Point of Beginning; thence continue along the same course a distance of 83.94 feet; thence deflect $90^{\circ}30'00''$ Right a distance of 69.37 feet; thence deflect $89^{\circ}30'00''$ Right a distance of 83.46 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 69.37 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Easterly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-M2

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 154.43 feet for the Point of Beginning; thence continue along the same course a distance of 83.46 feet; thence deflect $89^{\circ}30'00''$ Left a distance of 93.13 feet; thence deflect $90^{\circ}30'00''$ Left a distance of 83.46 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly and Easterly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-M3

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 325.00 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 238.37 feet for the Point of Beginning; thence continue along the same course a distance of 68.23 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 162.50 feet; thence deflect $89^{\circ}40'23''$ Right a distance of 10.00 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 93.13 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 58.44 feet; thence deflect $90^{\circ}30'00''$ Right a distance of 69.37 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-M4

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 237.89 feet for the Point of Beginning; thence continue along the same course a distance of 58.72 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 58.44 feet; thence deflect $90^{\circ}30'00''$ Left a distance of 93.13 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-N1

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 238.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.5 feet for the point of Beginning; thence continue along the same course a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 73.50 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 73.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-P4

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 238.00 feet for the Point of Beginning; thence continue along the same course a distance of 68.70 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 162.50 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 10.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 93.00 feet; thence deflect $89^{\circ}44'40''$ Right a distance of 73.50 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-Q1

DESCRIPTION: COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 325.00 FEET; THENCE DEFLECT $89^{\circ}40'15''$ RIGHT A DISTANCE OF 444.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 68.70 FEET; THENCE DEFLECT $90^{\circ}19'37''$ RIGHT A DISTANCE OF 69.37 FEET; THENCE DEFLECT $89^{\circ}40'23''$ RIGHT A DISTANCE OF 58.70 FEET; THENCE DEFLECT $89^{\circ}40'23''$ LEFT A DISTANCE OF 93.13 FEET; THENCE DEFLECT $89^{\circ}40'23''$ RIGHT A DISTANCE OF 10.00 FEET; THENCE DEFLECT $90^{\circ}19'37''$ RIGHT A DISTANCE OF 162.50 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE NORTHERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LEGAL DESCRIPTION
DRWG: #84-02-034-Q2

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 454.03 feet for the Point of Beginning; thence continue along the same course a distance of 58.70 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 58.70 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 35.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-N2

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 154.50 feet for the Point of Beginning; thence continue along the same course a distance of 83.50 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 73.50 feet; thence deflect $90^{\circ}15'20''$ Right a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 10.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 162.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION

DRAWING # 84-02-034-N-3

COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 238.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ LEFT A DISTANCE OF 69.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 58.70 FEET; THENCE DEFLECT $90^{\circ}15'20''$ RIGHT A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 58.70 FEET; TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE SOUTHERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LEGAL DESCRIPTION
DRWG: #84-02-034-N4

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 154.50 feet for the Point of Beginning; thence continue along the same course a distance of 83.50 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 162.50 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 10.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 93.0 feet; thence deflect $89^{\circ}44'40''$ Right a distance of 73.50 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-04

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 375.33 feet for the Point of Beginning; thence continue along the same course a distance of 58.70 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 58.70 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-P1

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 375.40 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet for the point of Beginning; thence continue along the same course a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 58.7 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 58.7 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-P2

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 306.7 feet for the Point of Beginning; thence continue along the same course a distance of 68.7 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 58.7 feet; thence deflect $90^{\circ}15'20''$ Right a distance of 91.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 10.00 feet; thence continue along the same course a distance of 15.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-01

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 325.00 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 306.60 feet for the Point of Beginning; thence continue along the same course a distance of 68.72 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 69.37 feet; thence deflect $89^{\circ}40'23''$ Right a distance of 58.72 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet; thence deflect $89^{\circ}40'23''$ Right a distance of 10.00 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 162.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-02

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 316.61 feet for the Point of Beginning; thence continue along the same course a distance of 58.72 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 58.72 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-03

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 325.00 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 375.30 feet for the Point of Beginning; thence continue along the same course a distance of 68.70 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 162.50 feet; thence deflect $89^{\circ}40'23''$ Right a distance of 10.00 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 93.13 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 58.70 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 69.37 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: # 84-02-034-P-3

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COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 375.40 FEET; THENCE DEFLECT $89^{\circ}44'40''$ LEFT A DISTANCE OF 69.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 58.70 FEET; THENCE DEFLECT $90^{\circ}15'20''$ RIGHT A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 58.70 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE SOUTHERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LEGAL DESCRIPTION
DRWG: #84-02-034-Q3

DESCRIPTION: COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 325.00 FEET; THENCE DEFLECT $89^{\circ}40'15''$ RIGHT A DISTANCE OF 512.71 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 70.65 FEET; THENCE DEFLECT $90^{\circ}15'02''$ RIGHT A DISTANCE OF 162.50 FEET; THENCE DEFLECT $89^{\circ}44'58''$ RIGHT A DISTANCE OF 10.00 FEET; THENCE DEFLECT $90^{\circ}19'37''$ RIGHT A DISTANCE OF 93.13 FEET; THENCE DEFLECT $90^{\circ}19'37''$ LEFT A DISTANCE OF 60.87 FEET; THENCE DEFLECT $90^{\circ}19'37''$ RIGHT A DISTANCE OF 69.37 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE NORTHERLY AND WESTERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LEGAL DESCRIPTION
DRWG: #84-02-034-Q4

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 512.73 feet for the Point of Beginning; thence continue along the same course a distance of 60.87 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 60.87 feet; thence deflect $89^{\circ}40'23''$ Left a distance of 93.13 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Northerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-R1

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 512.80 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet for the Point of Beginning; thence continue along the same course a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 58.7 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 58.70 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION
DRWG: #84-02-034-R2

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 444.10 feet for the Point of Beginning; thence continue along the same course a distance of 68.70 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 69.50 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 58.70 feet; thence deflect $90^{\circ}15'20''$ Right a distance of 93.00 feet; thence deflect $90^{\circ}15'20''$ Left a distance of 10.00 feet; thence deflect $89^{\circ}44'40''$ Left a distance of 162.50 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.

LEGAL DESCRIPTION

DRAWING # 84-02-034-R-3

COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 512.80 FEET; THENCE DEFLECT $89^{\circ}44'40''$ LEFT A DISTANCE OF 69.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 61.00 FEET; THENCE DEFLECT $90^{\circ}15'20''$ RIGHT A DISTANCE OF 93.00 FEET; THENCE DEFLECT $89^{\circ}44'40''$ RIGHT A DISTANCE OF 61.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG THE SOUTHERLY 32.50 FEET OF THE ABOVE DESCRIBED PROPERTY.

LEGAL DESCRIPTION
DRWG: #84-02-034-R4

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Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 512.82 feet for the Point of Beginning; thence continue along the same course a distance of 71.00 feet; thence deflect $89^{\circ}44'58''$ Left a distance of 162.50 feet; thence deflect $90^{\circ}15'02''$ Left a distance of 9.98 feet; thence deflect $89^{\circ}44'58''$ Left a distance of 93.00 feet; thence deflect $89^{\circ}44'58''$ Right a distance of 61.00 feet; thence deflect $89^{\circ}44'58''$ Left a distance of 69.5 feet to the Point of Beginning. Subject to an easement for ingress and egress along the Southerly 32.50 feet of the above described property.



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Land Surveying

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LEGAL DESCRIPTION
65 FOOT ACCESS EASEMENT
DRWG: #84-02-034

A 65 foot access easement for ingress and egress lying 32.50 feet either side of the following described centerline:

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot a distance of 162.50 feet; thence deflect $89^{\circ}40'15''$ Right a distance of 583.60 feet; thence deflect $180^{\circ}00'00''$ Right back along the line last traversed the distance of 429.17 feet; thence deflect $90^{\circ}19'45''$ Right a distance of 304.50 feet to the Point of Termination of said easement and centerline.

Exhibit B

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

E A S E M E N T

WHEREAS, E. L. MURPHY, a/k/a, EUGENE L. MURPHY, hereinafter referred to as "Seller," entered into an Agreement with Second Equity Corporation, Inc., to sell the following-described real property, located in Escambia County, Florida:

PARCEL 1:

Begin at the Northeast corner of Lot 2, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Westerly along the North line of said Lot 2 a distance of 583.82 feet to a point 60 feet East of the West line of said Lot; thence Southerly 60 feet east of and parallel to said West line a distance of 455.00 feet; thence turn an interior angle to the Right of 135°00' a distance of 112.63 feet; thence turn an interior angle of 134° 44'58" to the Right and parallel to the North line of said Lot 2 a distance of 502.57 feet to the East line of Lot 3 of said Section; thence deflect 90° 34'01" Left along the East line of said Lot 3 a distance of 210.00 feet to an existing concrete monument being the Northeast corner of said Lot 3; thence deflect 00°14'16" Left along the East line of Lot 2 of said Section a distance of 325.00 feet to the Point of Beginning. Containing 7.08 acres more or less; ✓

and,

WHEREAS, the Seller did agree to give Second Equity Corporation, Inc. an Easement as so stated herein; and

WHEREAS, Second Equity Corporation, Inc. has assigned its interest to the Easement to Northwind Homeowners Association, Inc., a corporation not for profit, hereinafter referred to as "Northwind," which assignment is agreeable to the Seller,

NOW, THEREFORE, the Seller does hereby grant unto Northwind the following easement:

1. It is understood and agreed that the Seller does hereby grant and give to Northwind, and/or its assigns, the right of access, ingress and egress over the following-described real property which is owned by the Seller, and located in Escambia County, Florida:

PARCEL 2:

The West 60.00 feet of Lots 1 and 2, Section 13, Township 1 South, Range 30 West, Escambia County, Florida.

2. This Easement shall allow Northwind, and/or its assigns, proper access from 9-Mile Road to the multi-family development owned by Northwind Partners Limited, a limited partnership. The said Easement is also granting to Northwind, the right to have the appropriate access to install utility lines on Parcel 2 necessary for the multi-family development owned by Northwind Partners Limited, a limited partnership, which utility access shall not interfere or encumber either the Seller's or Northwind's right of ingress and egress over Parcel 2.

3. Northwind agrees to provide all of the maintenance and upkeep of the subject easement, unless and except Seller develops the land immediately to the south of the above-described real property designated as Parcel 1. Then Seller will share in the upkeep and maintenance of the said Easement in the proportionate amount of Seller's use of such access.

4. This Easement is non-exclusive and shall be for the benefit of both Northwind and Seller and/or their assigns. This Easement shall be binding upon Northwind and Seller, and shall inure to the benefit of any and all subsequent owners of the property which is subject to this Easement, and shall be binding upon the undersigned, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals on this 19 day of December, 1984.

Signed, sealed, and delivered in the presence of:

Sandra L. Hill
Julia P. Stephens

Signed, sealed, and delivered in the presence of:

Cynthia A. Zait
William M. ...

E. L. Murphy (SEAL)
E. L. MURPHY,
a/k/a EUGENE L. MURPHY

NORTHWIND HOMEOWNERS ASSOCIATION,
INC., a NON-PROFIT CORPORATION
By: [Signature] (SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me this day personally appeared E. L. MURPHY, a/k/a, EUGENE L. MURPHY, who, after being first duly sworn, deposes and states that he has executed the foregoing Easement, and states before me that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal on this 19 day of December, 1984.

[Signature]
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1988
BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

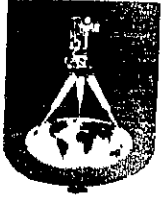
Before the subscriber personally appeared W. B. Olney, Jr., known to me to be the individual described by said name, who executed the foregoing Easement and to be the _____ President of NORTHWIND HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, and acknowledged and declared that as _____ President of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said Easement for it and as its act and deed.

Given under my hand and official seal on this 19th day of December, 1984.

[Signature]
NOTARY PUBLIC

My commission expires: 1-18-88

Prepared by:
William L. Lee, Jr., of
SHELL, FLEMING, DAVIS & MENGE, P.A.
Seventh Floor, Seville Tower
226 South Palafox Street
Post Office Box 1831
Pensacola, FL 32598
(904) 434-2411
WLLJr/ccp
210/3846



Butler & Associates
Land Surveying

LEGAL DESCRIPTION
GREEN BELT AREA
DRWG: #84-02-034

Commence at the Northeast corner of Lot 2, Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida; thence Southerly along the East line of said Lot 2 a distance of 325.00 to a concrete monument being the Northeast corner of Lot 3 of said Block and Section; thence deflect $00^{\circ}14'16''$ Right along the East line of said Lot 3 a distance of 142.00 feet for the Point of Beginning; thence continue along the same course a distance of 68.00 feet; thence deflect $89^{\circ}25'59''$ Right a distance of 502.57; thence deflect $45^{\circ}15'02''$ Right a distance of 112.63 feet; thence deflect $45^{\circ}00'00''$ Right a distance of 130.00 feet; thence deflect $89^{\circ}44'58''$ Right a distance of 276.77 feet; thence deflect $90^{\circ}19'37''$ Right a distance of 142.00 feet; thence deflect $90^{\circ}19'37''$ Left a distance of 306.01 feet to the Point of Beginning. Containing 1.74 acres more or less.

337560

FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLA.

DEC 21 12 10 PM '84

IN BOOK & PAGE NOTICED AS OF
JOE A. FLORES, COMPTROLLER
ESCAMBIA COUNTY

Exhibit D

**IDENTIFICATION OF EACH AFFECTED PARCEL OF PROPERTY BY NAME
OF PARCEL OWNER AND LEGAL DESCRIPTION**

**ALL PROPERTY AND OWNER INFORMATION VERIFIED THROUGH THE LAST
COMPLETED TAX ASSESSMENT ROLL OF ESCAMBIA COUNTY, FLORIDA**

All parcels below are included within the legal description contained in Article II of the Revived Declaration.

OWNER NAME	LEGAL DESCRIPTION
Teresa D. Shields	Building A, Unit 1, Northwind, more particularly described at O.R. Book 4507, Page 492 of the Public Records of Escambia County, Florida
John L. Wood & Marcia Jean Wood	Building A, Unit 2, Northwind, more particularly described at O.R. Book 1911, Page 598 of the Public Records of Escambia County, Florida
David E. Hanson, Joyce Ann Hanson & Heather Ann Hanson	Building A, Unit 3, Northwind, more particularly described at O.R. Book 4637, Page 906 of the Public Records of Escambia County, Florida
Ronald J. Wilkins & Stacey S. Wilkins	Building A, Unit 4, Northwind, more particularly described at O.R. Book 6919, Page 1998 of the Public Records of Escambia County, Florida
Dorothy S. Clark	Building B, Unit 1, Northwind, more particularly described at O.R. Book 4979, Page 1868 of the Public Records of Escambia County, Florida
Gilbert J. Miller & Cheryl R. Miller	Building B, Unit 2, Northwind, more particularly described at O.R. Book 4247, Page 1926 of the Public Records of Escambia County, Florida
Christopher K. Boule	Building B, Unit 3, Northwind, more particularly described at O.R. Book 4191, Page 1706 of the Public Records of Escambia County, Florida
Thomas F. Brame & Thomas F. Brame II	Building B, Unit 4, Northwind, more particularly described at O.R. Book 3798, Page 766 of the Public Records of Escambia County, Florida
Carolyn Joline Colvin McKinney (Per Warranty Deed dated April 10, 2015 and recorded in O.R. Book 7329, Page 64, of the Public Records of Escambia County, Florida, this parcel has been conveyed to Mike Morrison and Sonya E. Morrison subsequent to the last completed tax roll of Escambia County, FL)	Building C, Unit 1, Northwind, more particularly described at O.R. Book 7329, Page 64 of the Public Records of Escambia County, Florida
Charles N. Saunders, Jr. & Frank H. Saunders	Building C, Unit 2, Northwind, more particularly described at O.R. Book 7079, Page 862 of the Public Records of Escambia County, Florida



Holly L. Newman	Building C, Unit 3, Northwind, more particularly described at O.R. Book 5037, Page 426 of the Public Records of Escambia County, Florida
Carole Jean McDaniel, Life Estate & Carole Jean McDaniel Trustee	Building C, Unit 4, Northwind, more particularly described at O.R. Book 6990, Page 175 of the Public Records of Escambia County, Florida
Jason S. Robbins & Carol JoBeth Robbins	Building D, Unit 1, Northwind, more particularly described at O.R. Book 5679, Page 86 of the Public Records of Escambia County, Florida
Brenda J. Liles	Building D, Unit 2, Northwind, more particularly described at O.R. Book 3502, Page 418 of the Public Records of Escambia County, Florida
Elaine Nicole Ransom Fiore	Building D, Unit 3, Northwind, more particularly described at O.R. Book 5874, Page 726 of the Public Records of Escambia County, Florida
Myra D. Jones	Building D, Unit 4, Northwind, more particularly described at O.R. Book 4984, Page 1745 of the Public Records of Escambia County, Florida
Wyatte R. Mitchell & Brynda R. Mitchell	Building E, Unit 1, Northwind, more particularly described at O.R. Book 2067, Page 204 of the Public Records of Escambia County, Florida
William Lee Lawrence Jr. & Sherry Jo Tilman	Building E, Unit 2, Northwind, more particularly described at O.R. Book 6906, Page 623 of the Public Records of Escambia County, Florida
Daisy L. Steed	Building E, Unit 3, Northwind, more particularly described at O.R. Book 4719, Page 1688 of the Public Records of Escambia County, Florida
John K. Jeremiah & Lindsey Renee Jeremiah	Building E, Unit 4, Northwind, more particularly described at O.R. Book 6762, Page 1267 of the Public Records of Escambia County, Florida
Bert T. Black & Noelle M. Black	Building F, Unit 1, Northwind, more particularly described at O.R. Book 3101, Page 980 of the Public Records of Escambia County, Florida
Deborah R. Hudson	Building F, Unit 2, Northwind, more particularly described at O.R. Book 5896, Page 945 of the Public Records of Escambia County, Florida
Carolyn E. Richards	Building F, Unit 3, Northwind, more particularly described at O.R. Book 5275, Page 1789 of the Public Records of Escambia County, Florida
L/J Properties, LLC	Building F, Unit 4, Northwind, more particularly described at O.R. Book 7245, Page 921 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina	Building G, Unit 1, Northwind, more particularly described at O.R. Book 6333, Page 1294 of the Public Records of Escambia County, Florida
Solomon B. Mason III & Susan C. Mason	Building G, Unit 2, Northwind, more particularly described at O.R. Book 5110, Page 801 of the Public Records of Escambia County, Florida

Jonathan Butler & Charity Butler	Building G, Unit 3, Northwind, more particularly described at O.R. Book 6409, Page 49 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina	Building G, Unit 4, Northwind, more particularly described at O.R. Book 7283, Page 1613 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina	Building H, Unit 1, Northwind, more particularly described at O.R. Book 6189, Page 696 of the Public Records of Escambia County, Florida
Dennis G. Randle & Susan D. Randle	Building H, Unit 2, Northwind, more particularly described at O.R. Book 6109, Page 821 of the Public Records of Escambia County, Florida
Markus E. Iversen & Erika M. Iversen	Building H, Unit 3, Northwind, more particularly described at O.R. Book 7121, Page 1411 of the Public Records of Escambia County, Florida
John K. Jeremiah & Lindsey Renee Jeremiah	Building H, Unit 4, Northwind, more particularly described at O.R. Book 6597, Page 1025 of the Public Records of Escambia County, Florida
Teresa D. Lewis	Building I, Unit 1, Northwind, more particularly described at O.R. Book 5670, Page 941 of the Public Records of Escambia County, Florida
Patrick J. Ronald Jr. & Kathy Lynn Humphreys	Building I, Unit 2, Northwind, more particularly described at O.R. Book 7131, Page 13 of the Public Records of Escambia County, Florida
Jennifer Van Putte	Building I, Unit 3, Northwind, more particularly described at O.R. Book 6263, Page 551 of the Public Records of Escambia County, Florida
Laura K. McGhee, Trustee	Building I, Unit 4, Northwind, more particularly described at O.R. Book 4574, Page 1522 of the Public Records of Escambia County, Florida
Laura K. McGhee	Building J, Unit 1, Northwind, more particularly described at O.R. Book 5492, Page 288 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina & Delfin Ward & Jessica Tranchina	Building J, Unit 2, Northwind, more particularly described at O.R. Book 6590, Page 1010 of the Public Records of Escambia County, Florida
Laura K. McGhee	Building J, Unit 3, Northwind, more particularly described at O.R. Book 5492, Page 288 of the Public Records of Escambia County, Florida
Laura Kemp McGhee, Trustee	Building J, Unit 4, Northwind, more particularly described at O.R. Book 5082, Page 519 of the Public Records of Escambia County, Florida
George W. Alexander, Co-Trustee & Lisa D. Alexander, Co-Trustee	Building K, Unit 1, Northwind, more particularly described at O.R. Book 4845, Page 1996 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina	Building K, Unit 2, Northwind, more particularly described at O.R. Book 6259, Page 254 of the Public Records of Escambia County, Florida

Richard C. Jones	Building K, Unit 3, Northwind, more particularly described at O.R. Book 2058, Page 449 of the Public Records of Escambia County, Florida
Michael L. Morrison & Sanya E. Morrison	Building K, Unit 4, Northwind, more particularly described at O.R. Book 5209, Page 730 of the Public Records of Escambia County, Florida
Bertram Churchill & Marla Churchill	Building L, Unit 1, Northwind, more particularly described at O.R. Book 6983, Page 551 of the Public Records of Escambia County, Florida
Regina L. McKinley	Building L, Unit 2, Northwind, more particularly described at O.R. Book 5050, Page 992 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina	Building L, Unit 3, Northwind, more particularly described at O.R. Book 5847, Page 1826 of the Public Records of Escambia County, Florida
Alan Hinrichs	Building L, Unit 4, Northwind, more particularly described at O.R. Book 3267, Page 153 of the Public Records of Escambia County, Florida
Dale P. Pepoon & Jennie P. Pepoon	Building M, Unit 1, Northwind, more particularly described at O.R. Book 2010, Page 951 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina	Building M, Unit 2, Northwind, more particularly described at O.R. Book 5113, Page 1648 of the Public Records of Escambia County, Florida
Joseph Tranchina & Phyllis Tranchina	Building M, Unit 3, Northwind, more particularly described at O.R. Book 5890, Page 446 of the Public Records of Escambia County, Florida
James P. Hamrick & Gina L. Hamrick	Building M, Unit 4, Northwind, more particularly described at O.R. Book 5351, Page 1843 of the Public Records of Escambia County, Florida
Mary L. Manning	Building N, Unit 1, Northwind, more particularly described at O.R. Book 5666, Page 856 of the Public Records of Escambia County, Florida
Laura Kemp McGhee, Trustee	Building N, Unit 2, Northwind, more particularly described at O.R. Book 4700, Page 189 of the Public Records of Escambia County, Florida
Cynthia R. Thornton	Building N, Unit 3, Northwind, more particularly described at O.R. Book 5491, Page 1875 of the Public Records of Escambia County, Florida
Laura K. McGhee	Building N, Unit 4, Northwind, more particularly described at O.R. Book 7005, Page 562 of the Public Records of Escambia County, Florida
Sharon L. Mitchell	Building O, Unit 1, Northwind, more particularly described at O.R. Book 4882, Page 1221 of the Public Records of Escambia County, Florida
Laura Kemp McGhee, Trustee	Building O, Unit 2, Northwind, more particularly described at O.R. Book 5492, Page 290 of the Public Records of Escambia County, Florida

Michelle L. Currow	Building O, Unit 3, Northwind, more particularly described at O.R. Book 3883, Page 440 of the Public Records of Escambia County, Florida
Laura Kemp McGhee, Trustee	Building O, Unit 4, Northwind, more particularly described at O.R. Book 4793, Page 799 of the Public Records of Escambia County, Florida
Gary Allen, Life Estate and Gary Allen & H. Dane Allen	Building P, Unit 1, Northwind, more particularly described at O.R. Book 6271, Page 957 of the Public Records of Escambia County, Florida
Laura Kemp McGhee, Trustee	Building P, Unit 2, Northwind, more particularly described at O.R. Book 5492, Page 293 of the Public Records of Escambia County, Florida
Jason S. Robbins	Building P, Unit 3, Northwind, more particularly described at O.R. Book 4643, Page 842 of the Public Records of Escambia County, Florida
Cheryl L. Fox	Building P, Unit 4, Northwind, more particularly described at O.R. Book 4239, Page 1567 of the Public Records of Escambia County, Florida
Erika M. Iversen	Building Q, Unit 1, Northwind, more particularly described at O.R. Book 6138, Page 165 of the Public Records of Escambia County, Florida
Brian J. Ellis	Building Q, Unit 2, Northwind, more particularly described at O.R. Book 5493, Page 27 of the Public Records of Escambia County, Florida
Deborah Elaine Purvis	Building Q, Unit 3, Northwind, more particularly described at O.R. Book 5339, Page 339 of the Public Records of Escambia County, Florida
Virginia M. Williams & Ericka Lee Stokes	Building Q, Unit 4, Northwind, more particularly described at O.R. Book 6034, Page 1855 of the Public Records of Escambia County, Florida
John K. Jeremiah & Lindsey R. Jeremiah	Building R, Unit 1, Northwind, more particularly described at O.R. Book 7137, Page 521 of the Public Records of Escambia County, Florida
Laura K. McGhee	Building R, Unit 2, Northwind, more particularly described at O.R. Book 6549, Page 1876 of the Public Records of Escambia County, Florida
Linda J. Wright	Building R, Unit 3, Northwind, more particularly described at O.R. Book 2017, Page 509 of the Public Records of Escambia County, Florida
Jeffrey S. Bredeson	Building R, Unit 4, Northwind, more particularly described at O.R. Book 6893, Page 1193 of the Public Records of Escambia County, Florida

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NORTHWIND HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on January 13, 1984, as shown by the records of this office.

The document number of this corporation is N00911.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fourth day of September, 2015



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

EXHIBIT

F

tabbies

ARTICLE OF INCORPORATION

OF

NORTHWIND HOMEOWNERS ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation shall be NORTHWIND HOMEOWNERS ASSOCIATION, INC. and for convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II - PURPOSE

1. The purpose of the Association is to organize for the operation of Northwind Townhomes, a townhouse development to be located in Escambia County, Florida, on the following described property, to-wit:

LEGAL DESCRIPTION:

Lot 15 less the right-of-way of Chisholm Road (50' R/W), Block 3, Section 13, Township 1 South, Range 30 West, Escambia County, Florida.

Additional phases may be added as provided in the Declaration of Covenants and Restrictions.

2. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III - POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the powers, law and statutory powers of a corporation not for profit which are not in conflict with the Decls. of these Articles, the Covenants and Restrictions of Northwest Townhouses and the By-Laws.

2. The Association shall have the following specific powers so long as they are not in conflict with the Declaration of Covenants and Restrictions or the By-Laws:

A. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the complex operated by the Association.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate the Association's property and the townhouse complex.

D. To purchase insurance upon the properties owned or controlled by the Association and insurance for the protection of the Association and its members as unit owners.

E. To reconstruct improvements after casualty and further improvement of the property.

F. To make and amend reasonable regulations respecting the use of the property.

G. To enforce by legal means the provisions of these Articles, the By-Laws of the Association, the Covenants and Restrictions upon the property and the Association and the regulations for the use of the property promulgated by the Association.

H. To contract for the management of the Association's properties and to delegate to such contractor and manager all powers and duties of the Association, or any part thereof, except such as are specifically required by these Articles, or the By-Laws to have approval of the Board of Directors or the membership of the Association.

I. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

J. To employ personnel to perform the services required for proper operation of the properties.

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3. To acquire title to, to lease, operate, maintain, or acquire other property or any interest in and to and operate lands and facilities, including, but not limited to, the parking areas, recreational facilities and other facilities, whether or not contiguous to the properties operated by the Association intended to provide for the enjoyment, recreation or other use or benefit of the members, or a substantial number of the members of the Association.

1. The Association shall have the power to purchase a unit or units and to hold, lease, manage, and convey the same so long as the Association pays all assessments and other liabilities attendant to such ownership.

4. All funds and the titles to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation, the By-Laws and the Declaration of Covenants and Restrictions.

ARTICLE IV - MEMBERS

1. Members of the Association shall consist of all the record owners of units.

2. Changes of membership in the Association shall be established by recording in the public records of Escambia County, Florida, a deed or other instrument establishing a record title to a unit and a delivery of a certified copy of such instrument to the Association. The owner designated by such instrument shall thus become a member of the Association and the membership of the prior owner shall be terminated.

3. Each unit shall be entitled to one vote to be cast by its owner(s). The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4. A unit owner (member) does not have authority to act for the Association solely by reason of being a unit owner.

ARTICLE V - DIRECTORS

1. The affairs of the Association shall be managed by a board consisting of the number of directors fixed by the By-Laws, but not less than three (3) directors and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association.

2. The directors of the Association shall be elected at the annual meeting of the members in the manner specified in the By-Laws. Director may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of directors shall be held when 75% of the units located upon the property shall have been sold or sooner, if the developer, in the developer's discretion, elects to terminate its control of the Association. The directors named in these Articles shall serve until the first election of directors, and any vacancies in the number occurring before the first election shall be filled by the remaining directors.

4. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and qualified, or until removed, are as follows:

Sterling F. Stoudenmire, III	3430 Tide Drive	Pensacola, Fla.
Richard C. Jones	3430 Tide Drive	Pensacola, Fla.
Richard B. Olney, Jr.	2114 Creighton	Pensacola, Fla.

ARTICLE VI - OFFICERS

1. The affairs of the Association shall be administered by a President, one or more Vice Presidents, a Secretary/Treasurer, and, if necessary, by an Assistant

Secretary, all of whom shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Richard B. Olney, Jr. President
2114 Creighton Blvd., Pensacola, Florida

Richard C. Jones Vice - President
3430 Tide Drive Pensacola, Florida

Sterling F. Stoussaire, III Secretary-Treasurer
3430 Tide Drive Pensacola, Florida

ARTICLE VII - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII - BY LAWS

1. The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors or the membership in the manner provided by the By-Laws.

ARTICLE IX - AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Approval of a proposed amendment must be by not less than 75% of the votes of the entire membership of the Association or, until the first election of the Board of Directors, only by all the directors of the Association.

3. No amendment shall make any changes in the qualifications for membership nor voting rights for members, without approval in writing by all members and the joinder of all record owners of mortgages upon the properties. No amendment shall be made that is in conflict with the Declaration of Covenants and Restrictions.

ARTICLE X - TERM

1. The term of the Association shall be perpetual.

ARTICLE XI - SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Stering F. Stoubenaire, III 3430 Tide Drive Pensacola, Fl.

Richard B. Olney, Jr. 2114 Creighton Blvd Pensacola, Fl.

Richard C. Jones 3430 Tide Drive Pensacola, Fl.

ARTICLE XII - DEFINITIONS

All terms herein shall be the same as set forth, defined and used in the Declaration of Covenants and Restrictions for Northway, a development in Escambia County, Florida.

IN WITNESS WHEREOF, the subscribers have herunto affixed their signatures this 20th day of DECEMBER, 1983.

Signed, sealed and delivered in the presence of:

_____	<u>[Signature]</u>
<u>[Signature]</u>	_____
_____	<u>[Signature]</u>
<u>[Signature]</u>	_____
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Richard B. Olney, Jr. Richard C. Jones and Sterling F. Stouffaire, III, known to me to be the individuals described by said names who executed the foregoing instrument, and acknowledged that they executed the same for the uses and purposes set forth therein.

Given under my hand and official seal this 20th day of DECEMBER, 1983.

[Signature]
Notary Public

My commission expires: _____

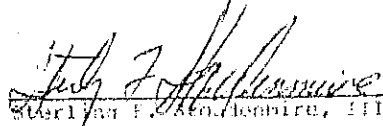
Notary Public, State of Florida at Large
My Commission Expires Apr. 11, 1985
BANKERS TRUST COMPANY, LEBRON STEELE
& HARLEY INSURANCE & BONDS, INC.

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RESIDENT AGENT CERTIFICATE FOR SERVICE OF PROCESS
FOR
SOUTHWEST HOMEOWNERS ASSOCIATION, INC.

The resident agent for service of process of Southwest Homeowners Association, Inc. shall be Sterling F. Stoudemire, III, whose address is 4130 N. Davis Highway, Pompano, Florida 33061.

IN WITNESS WHEREOF, I have hereunto set my hand and seals, acknowledged and filed the foregoing Articles of Incorporation under the laws of Florida, this the 10th day of January, 1984.


Sterling F. Stoudemire, III

Prepared by:
Suzanne Blankenship, Esquire
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, FL 32502
File No. 11-40-0811

**CERTIFICATE OF AMENDED AND RESTATED BYLAWS OF
NORTHWIND HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the original Bylaws of Northwind Homeowners Association, Inc. were executed on February 28, 1984; and

WHEREAS, the original Bylaws were amended on April 30, 2010, and such amendment was recorded in Official Records Book 6605 at Page 601, of the public records of Escambia County, Florida; and

WHEREAS, these Amended and Restated Bylaws shall fully and completely amend, restate and supersede the original Bylaws and amendments thereto;

WHEREAS, in accordance with Article XI of the By-Laws, by approval of a simple majority of the members at a duly noticed meeting held on MARCH 21st, 2013, these Amended and Restated Bylaws were approved to supersede, amend and replace all prior versions.

NOW, THEREFORE, the following are adopted as the Amended and Restated By-laws of Northwind Homeowners Association, Inc.

See Amended and Restated By-laws attached hereto as Exhibit "A"

The recitals set forth in these Amended and Restated Bylaws are true and correct and are certified as such by the Board of Directors on MARCH 21st, 2013.

Directors:

BETH PERKINS

CLUDY THORSON

JOE TRANCHINA

GEORGE ALEXANDER



NORTHWIND HOMEOWNERS
ASSOCIATION, INC.

[Signature]
Print name of witness: Stephen Lowery

George W. Alexander
By: _____, its President

[Signature]
Print name of witness: Wally [unclear]

Johnny R. Johnson
Print name of witness: Johnny R. Johnson

Cynthia R. Thornton
By: _____, its Secretary

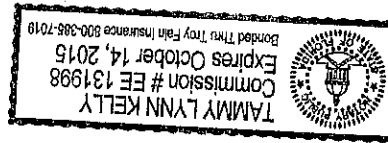
[Signature]
Print name of witness: Wally [unclear]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me this 12th day of June, 2013
by George W. Alexander, as President of Northwind Homeowners Association, Inc.

Tammy Lynn Kelly
Notary: Tammy Lynn Kelly

 Personally known
OR
 Produced Florida Drivers License as identification



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me this 18th day of June, 2013
by Cynthia R. Thornton, as Secretary of Northwind Homeowners Association, Inc.

[Signature]
Notary: Jonathan McIntosh

Personally known
OR
 Produced _____ as identification



JONATHAN MCINTOSH
COMMISSION # EE 75120
EXPIRES: March 17, 2015

**AMENDED AND RESTATED
BY-LAWS
OF
NORTHWIND HOMEOWNERS ASSOCIATION, INC.**

*A corporation not for profit organized
under the laws of the State of Florida*

1. Identity. These are the By-Laws of **NORTHWIND HOMEOWNERS ASSOCIATION, INC.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation. These Amended and Restated Bylaws of Northwind Homeowners Association, Inc. are intended to fully amend and replace those Bylaws recorded in Official Records Book 6605, at Page 601, et seq., including the Amendment to By-Laws recorded therewith.
 - 1.1 Fiscal Year. The fiscal year of the Association shall be the twelve (12) month period commencing February 1st and terminating January 31st of each year. The provisions of this subsection 1.1 may be amended at any time by a majority of the Board of Directors of the Association.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
 - 1.3 Office: The office of the Association shall be Post Office Box 7041, Pensacola, FL 32514.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Northwind Declaration of Covenants and Restrictions, recorded in Official Records Book 1866 at Page 368 of the public records of Escambia County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. The term "Act" refers to the provision of Chapter 720, *Florida Statutes*, as may be amended from time to time, which are incorporated into these By-laws and control to the extent of conflict.
3. Members.
 - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof.
 - 3.2 Special Meetings. Special members' meetings shall be held at such places and as such times as may be determined by the Board of Directors, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the total voting interests of the Association. The business conducted at a special meeting shall be limited to those agenda items specifically identified in the notice of the meeting.
 - 3.3 Participation by Lot Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Lot Owners shall have the right to speak at the

annual and special meetings of the Lot Owners, committee meetings and Board meetings with reference to all designated agenda items. A Lot Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Lot Owner to speak on such items in its discretion. Every Lot Owner who desires to speak at a meeting, may do so, provided that the Lot Owner has filed a written request with the Secretary of the Association not less than twenty four (24) hours prior to the scheduled time for commencement of the meeting. Unless waived by the President at the meeting (which may be done in the President's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Lot Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Lot Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices which Lot Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and
- (d) At least forty eight (48) hours (or twenty four (24) hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Lot Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Common Area. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Lot Owner, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Lot Owner. However, if a Lot is owned by more than one (1) person, the Association shall provide notice, for meetings and all other purposes, to that one address identified as one or more of the Owners of the Lot shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Lot. The posting and mailing of the notice for either special or annual meetings (other than election meetings), which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days prior to the date of the meeting. The Board shall adopt by rule, and give notice to Lot Owners of, a specific location on the Common Area upon which all notices of members' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 720.306 of the Act, to each Lot Owner at the appropriate address for such Lot Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of twenty-five (25%) percent of the total voting interests of the Association.

3.6 Voting.

(a) Number of Votes. In any meeting of members, the Owners of each Lot shall be entitled to cast the number of votes designated for their Lot as set forth in the Declaration, except that no voting interest or consent right allocated to a Lot owned by the association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. The vote of a Lot shall not be divisible. Any Lot Owner or member of the Association who is more than 90 days delinquent in the payment of fee, fine or assessments shall not have a right to vote as to any matter.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Lot Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than fifty percent (50%) of the then total authorized votes present in person or by proxy and voting at any meeting of the Lot Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Lot is owned by one person, that person's right to vote shall be established by the roster of members. If a Lot is owned by more than one (1) person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Lot is owned by a corporation, partnership, limited liability company, trust or any other lawful entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by persons having lawful authority to bind the corporation, partnership, limited liability company, trust or other lawful entity and filed with the Secretary of the Association. Such person need not be a Lot Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot for which such certificate is required is not on file or has been revoked, the vote attributable to such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy in accordance with Fla. Stat. 720.303(8) as may be amended from time to time. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Lot (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.
- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept in a book available for inspection by Lot Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board consisting of five (5) Directors. The exact number may be adjusted from time to time upon majority vote of the members voting, in person or by proxy, at an annual or special meeting of the members held at least ninety (90) days prior to the election; provided, however, that the membership of the Board shall always set at an odd number of Directors and never fewer than three (3). Directors must be natural persons who are eighteen (18) years of age or older. Any person who has been convicted of any felony by any court of record in this state, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state, is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony) unless such felon's civil rights have been restored for a period of no less than 5 years as of the date on which such person seeks election to the board. Co-owners of a Lot are not eligible to serve as members of the board at the same time. A person who is more than 90 days delinquent in the payment of any fee, fine or assessment is not eligible to for board membership. Directors may not vote at Board meetings by proxy or by secret ballot. A director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action.

- 4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall at its discretion determine, but not less than the number of vacancies that are to be filled. Any eligible Lot Owner desiring to be a candidate may submit notice of candidacy to the Nominating Committee. However, co-owners of a Lot may not serve on the Board of Directors at the same time. The election of Directors shall be by written secret ballot at the annual meeting. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run than vacancies exist on the Board.
- 4.3 Vacancies and Removal.
- (a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), with the replacement Director serving the balance of the term of the vacating Board member.
- (b) In accordance with the provisions and procedure contained within Fla. Stat. 720.303(10) as amended from time to time, any Director elected by the members may be removed by recall with or without cause by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. Where Lot owners are seeking to recall at least a majority of the board, the Lot owners voting for recall shall be entitled to designate replacement board members in the course of the recall. If the Lot owners seek to recall less than a majority of the board, the vacancy or vacancies may be filled by the remaining board members, even if less than a quorum of the board remains. The conveyance of all Lots owned by a Director in the Subdivision (other than Directors who were not Lot Owners) shall constitute the resignation of such Director.
- 4.4 Term. Each Director shall hold office for a staggered term of two (2) consecutive years. For the purposes of implementing this staggered term provision, the directorships of the sitting directors whose terms expire at the 2013 annual meeting shall be filled as follows: the three (3) candidates receiving the highest number of votes shall be elected for two-year terms to expire at the annual meeting of 2015 and the two (2) candidates receiving the next highest number of votes shall be elected for one-year terms to expire at the annual meeting of 2014. In all subsequent elections, Directors shall be elected to serve a term of two (2) consecutive years, which term shall expire at the annual meeting of the second year of the term. At each annual meeting, election shall be held to elect directors to replace those whose terms have expired. All directors shall continue in office after the expiration of their terms until their successors are elected or appointed and have qualified, except in the event of earlier resignation, removal, or disqualification.

- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.
- 4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone conference, with those Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any Lot Owners attending such meeting in person. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors, and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Lot Owners. Any Lot Owner may tape record or videotape meetings of the Board, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Lot Owner statements. If 20 percent of the total voting interests petition the board to address an item of business, the board, shall at its next regular board meeting or at a special meeting, but not later than 60 days after the board's receipt of the petition, place the item on the agenda. Adequate notice of all board meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Common Area at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding Lot use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Lot Owners and posted conspicuously on the Common Area not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. Notice of any meeting at which regular or special assessments are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purpose or purposes for such assessments. The Board shall adopt by rule, and give notice to Lot Owners of, a specific location on the Common Area upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used for purposes of creating a quorum.
- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Lot Owner to preside).
- 4.122 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.133 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
5. Authority of the Board.
- 5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operating and maintaining all Common Area and property of the Association.
 - (b) Determining the expenses required for the operation of the Association.
 - (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Area and property of the Association.
 - (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Common Area and property of the Association, subject to a right of the Lot Owners to overrule the Board as provided in Section 14 hereof.

- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property, including, without limitation, Lots at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Lots acquired, and subleasing Lots leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Lots or other property.
- (j) Obtaining and reviewing insurance for the Association.
- (k) Making repairs, additions and improvements to, or alterations of, Common Area and property of the Association, and repairs to and restoration of Common Area and property of the Association, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Lot Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.
- (m) Levying fines against appropriate Lot Owners for violations of the rules and regulations established by the Association to govern the conduct of such Lot Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Lot Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Lot Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00.
- (n) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of Common Area (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of a majority of the Owners of the Lots represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum.
- (o) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Common Area and property of the Association and authorizing a management agent to assist the Association in carrying out its powers and duties by

performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Area and property of the Association with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (p) Executing all documents or consents, on behalf of all Lot Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters of the Common Area (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot, and each mortgagee of a Lot Owner by acceptance of a lien on said Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (n) Responding to Lot Owner inquiries in accordance with Section 720.303, F.S.
- (o) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

5.2 Contracts. As provided by s. 720.3055, Florida Statutes, any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association in the aggregate exceeding ten percent (10%) of the total annual budget of the Association (including reserves), the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one (1) office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one (1) office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers must be Lot Owners (or authorized representatives of corporate/partnership/trust Lot Owners).

- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors. Two (2) signatures are required on all checks over two hundred fifty dollars (\$250.00).

7. Fiduciary Duty.

- (1) The officers and Directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Lot Owners. No officer, Director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, Director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value shall, in addition to all other rights and remedies of the Association and Lot Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, Director or manager from accepting services or items received in connection with trade fairs or education programs.
- (2) An officer, director, or agent of the Association shall discharge his or her duties in good faith, with the care of an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association. An officer, director, or agent shall be liable for monetary damages as provided in s. 617.0830, Florida Statutes, if such person breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of the criminal law as provided in s. 617.0830, Florida Statutes; constitutes a transaction from which the person derived an improper personal benefit, either directly or indirectly; or constitute recklessness or an action or omission that was in bad faith, with malicious intent, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or

for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

9. Resignations. Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

- (a) Adoption by Board; Items. In accordance with the provisions and procedures of Fla. Stat. 720.303(6) as amended from time to time, the Board of Directors shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the association for recreational amenities, whether owned by the association, the developer, or another person. The association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member.

The adoption of a budget for the Association shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget shall be hand delivered, mailed or electronically transmitted to each Lot Owner (at the address last furnished to the Association) not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.
- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Lot Owners which exceed one hundred ten percent (110%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Lot Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Lot Owner, or mail to each Lot Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Lot Owners may propose, consider, and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority

of the total voting interests of the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Common Area, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Common Area.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1(a) above, the Board of Directors may call a special meeting of Lot Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection.

10.2 Accounting Records and Reports. In accordance with the provisions and procedures of Fla. Stat. 720.303(7) as may be amended from time to time, the Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Lot Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Lot Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Lot Owner annually.

10.3 Application of Payment. All payments made by a Lot Owner shall be applied as provided in these By-Laws and in the Declaration in a manner consistent with the requirements of Fla. Stat. 720.3085 as may be amended from time to time.

10.4 Reserves. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the association is responsible in accordance with Section 720.303(6), Florida Statutes (as amended from time to time).

11. Roster of Lot Owners. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

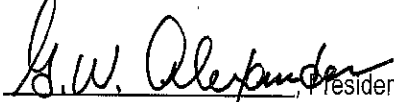
12. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

13. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
 - 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval must be by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained
 - 13.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
14. Rules and Regulations. The Board of Directors may enact Rules and Regulations and may, from time to time, modify, amend or add to such rules and regulations, except that Owners of a majority of the Lots may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Lot Owner not less than thirty (30) days prior to the effective date thereof.
15. Official Records. The official records of the Association, and obligations of the Association with regard to retention of the official records and furnishing access to the official records of the Association, shall be governed by Fla. Stat. 720.303(5) as may be amended from time to time.
16. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Lot Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.
17. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Lot Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.

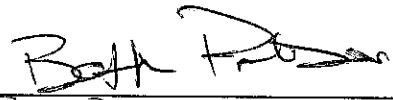
181818. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. To the extent not otherwise provided for or addressed in these By-Laws, the By-Laws shall be deemed to include the provisions of Chapter 720, Florida Statutes, as may be amended from time to time. In the event of a conflict, the Declaration shall control the By-laws, and the By-laws shall control the Articles. .
19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the Amended and Restated By-Laws of **NORTHWIND HOMEOWNERS ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, as of the 15 day of MAY, 2013.

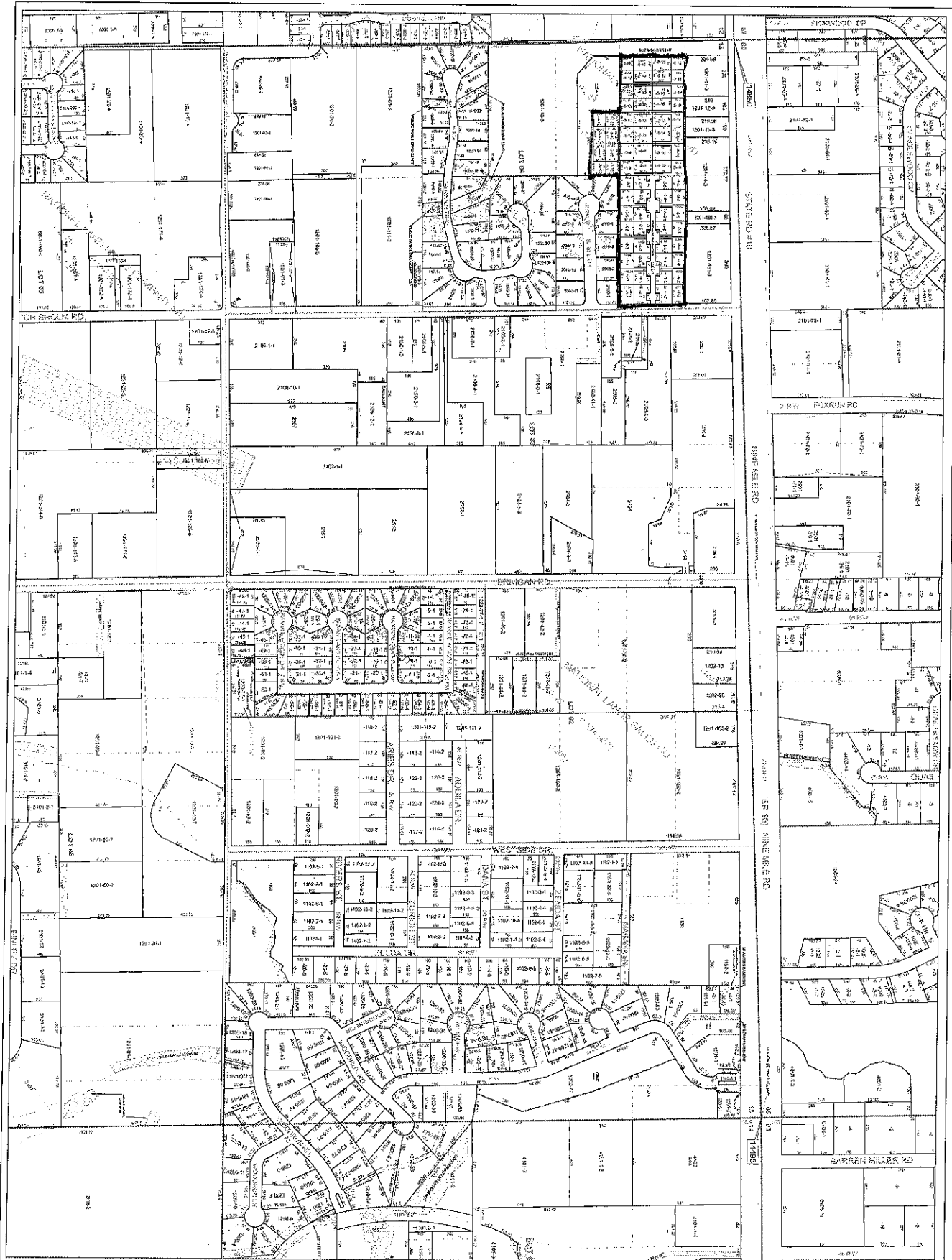
Approved:



G.W. Alexander, President
Northwind Homeowners Association, Inc., a Florida
not-for-profit corporation



Beth Falkens, Secretary
Northwind Homeowners Association, Inc., a Florida
not-for-profit corporation



MAP INDEX

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- City Limit Boundary
- Subdivision Boundary
- Property Line
- Govt. Section Line
- Right of Way Line
- History Line
- Waterway Line
- Easement
- Submerged Land Lease
- Mapfiled

EXHIBIT

H

stapler

OFFICE OF COUNTY APPRAISER
 SECTION 1, T-1S, R-30-W
 COUNTY OF PALM BEACH, FLORIDA
 DATE: 12/20/2014

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-173

October 19, 2015

Suzanne Blankenship, Esq.
139 East Government Street
Pensacola, Florida 32502

RECEIVED OCT 22 2015

**Re: Northwind Homeowners Association, Inc.
Revitalization of Restrictive Covenants**

Dear Ms. Blankenship:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Northwind Homeowners Association, Inc. and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

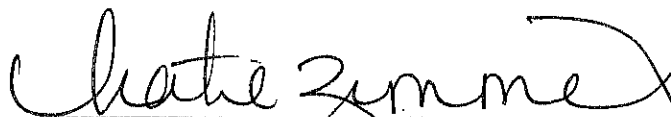
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 20th day of October 2015.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Suzanne Blankenship, Esq.
139 East Government Street
Pensacola, Florida 32502

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning