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DECLARATION OF COVENANTS,

RESTRICTIONS AND CONDITIONS

OF

PLANTATION HILL, UNIT 4

Prepared by:

William V. Linne
127 Palafox Place
Post Office Box 12347
Pensacola, Florida 32582

CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

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This instrument prepared by:
WILLIAM V. LINNE
127 Palafox Place
Post Office Box 12347
Pensacola, Florida 32582

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF PLANTATION HILL, UNIT 4

STATE OF FLORIDA
COUNTY OF SANTA ROSA

THIS DECLARATION, made on the date hereinafter set forth by William R. Jenkins, hereinafter referred to as "Grantor."

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in Santa Rosa County, Florida, more particularly described as:

> PLANTATION HILL, UNIT 4, a subdivision of a portion of Government Lot 4, Section 4, Township 3 South, Range 29 West, Santa Rosa County, Florida, according to the Plat thereof recorded in Plat Book G at Page 10 of the public records of Santa Rosa County, Florida.

NOW, THEREFORE, Grantor hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I--DEFINITIONS

Section 1. "Association" shall mean and refer to Plantation Hill Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association at the time of the conveyance of the first Lot by the Grantor shall include that portion of Plantation Hill, Unit 3, as recorded in Plat Book F at page 53 of the Official Records of Santa Rosa County, Florida, designated as "Common Area" and more particularly described as "Plantation Hill Park" (1.61 acres) and "Retention/Detention Area", conveyed to the Association by that certain deed recorded in Official Record Book. There shall be no other Common Area owned by the Association at the

time of the conveyance of the first Lot by the Grantor. The Association has assumed the obligation of the Grantor to maintain the entrance constructed by the Grantor on Lot 1 in Royal Oaks Subdivision, according to the plat thereof recorded in Plat Book C, page 93 of the public records of Santa Rosa County, Florida, adjacent to Plantation Hill, Unit 2, deeded to the City of Gulf Breeze by the Grantor pursuant to the terms of Grantor's Settlement Agreement with the City of Gulf Breeze dated December 21, 1988. As additional Subdivision Units are added to the Development, the Association shall assume the obligation to maintain future entrances, whether located within the Development or not. Even though the Association may not be the record title holder of the above-described entrances, for purposes of this Declaration, the obligation of the Association to maintain Common Area shall include the obligation to pay any and all costs or expenses associated with the maintenance of said entrances.

It is anticipated that the Grantor may enter into one or more agreements with adjacent property owners for the acquisition of easements associated with the Development. Any costs associated with the acquisition of such easements shall be assumed by the Association. Even though the Association may not be the record title holder to the real property burdened by such easements, for purposes of this Declaration, the obligation of the Association to maintain Common Area shall include but not be limited to the obligation to pay any and all costs or expenses associated with the ownership and maintenance of such easements.

Section 3. "Development." The Grantor owns acreage in Section 4, Township 3 South, Range 29 West, Santa Rosa County, Florida and contemplates developing a substantial portion thereof (but not necessarily all) as sequentially numbered residential subdivisions (Plantation Hill, Unit 2, Plantation Hill, Unit 3, Plantation Hill, Unit 4, etc.) with substantially the same covenants, restrictions, and conditions applicable to each. "Development" shall initially mean and refer to Plantation Hill, Unit 2, Plantation Hill, Unit 3 and Planation Hill Unit 4. Thereafter, and provided that: (1) the Declaration of Covenants, Restrictions and Conditions requires each Lot Owner of that sequentially numbered subdivision to be a member of the Plantation Hill Homeowners Association, Inc. and (2) a plat and Declaration of Covenants, Restrictions and Conditions for that sequentially numbered subdivision is recorded in the public records of Santa Rosa County, Florida, said sequentially numbered subdivisions shall thereupon be included within the meaning of the word "Development." Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in any way apply, infer or be interpreted that any property owned by the Grantor other than the Subdivision which is the subject matter hereof, is burdened by the terms and conditions of these restrictive covenants, whether by negative implication or otherwise.

Section 4. "Lot" shall mean and refer to each of the platted lots shown on the plat of the Subdivision.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in said Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Plat" shall mean and refer to the plat of Plantation Hill which is recorded in Plat Book G at Page 10 of the public records of Santa Rosa County, Florida.

Section 7. "Property" shall mean and refer to that certain real property platted as the Subdivision known as Plantation Hill, Unit 2, Unit 3 and Unit 4.

Section 8. "Subdivision" shall mean and refer to Plantation Hill, Unit 4, a subdivision of a portion of Government Lot 4, Section 4, Township 3 South, Range 29 West, Santa Rosa County, Florida, according to the plat thereof recorded in Plat Book G at Page 10 of the public records of Santa Rosa County, Florida.

ARTICLE II--MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership Required. The Association shall consist of all Owners of Lots in the Development. Every Owner of a Lot in this Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Membership Classes. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be the Owners (initially with the exception of the Grantor) of all Lots in the Development, as it is constituted from time to time, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The only Class B member(s) shall be: (a) the Grantor, (b) the Grantor's legal representatives, administrators or heirs, or (c) any successor(s) in interest to Grantor who has been named by the Grantor, his legal representatives, administrators or heirs, as a "designated successor" in a written instrument(s) recorded in the public records of Santa Rosa County, Florida. Any such Class B member(s) shall be entitled to five (5) votes for each Lot owned in the Development as it is constituted from time to

time. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; provided, however, that if, after conversion of Class B membership to Class A membership, the Development is thereafter increased (by an additional subdivision being recorded, in accordance with Article I, Section 3 hereof) with the result that the total votes outstanding in Class A membership would not exceed the total votes outstanding in Class B membership if there were then a Class B membership, the Class B membership shall thereupon be reinstated until the then total votes outstanding in the Class A membership again exceed the then total votes outstanding in the Class B membership.

ARTICLE III--ARCHITECTURAL CONTROL

Section 1. Prior Design Approval. No residential structure, fence, wall, mailbox, driveway, pool, landscaping, antenna, storage or maintenance shed or other structure or improvement of any nature whatsoever shall be commenced, erected, placed or altered on any Lot in the Subdivision until the design, location, plans, specifications and plot plan showing the location, nature, kind, shape, height, materials, color and other specifications have been approved in writing as to the quality of workmanship and materials, harmony of exterior design with the requirements of this Declaration and with existing structures, and location with respect to topography and finished grade and full compliance with the easements, restrictions, covenants and conditions of this Declaration by a majority vote of the Architectural Control Board, or by the Architectural Review Representative selected by a majority vote of the Architectural Control Board. In the event the Architectural Control Board or Architectural Review Representative fails to approve or disapprove any complete set of plans and specifications within thirty (30) days after they have been submitted in writing, or in any event, if no action to enjoin the construction has been commenced prior to its completion, such approval will not be required and this Article shall be deemed to have been complied with fully.

Section 2. Architectural Control Board Membership. The Architectural Control Board shall consist of two (2) members, who shall initially be the Grantor and William V. Linne. Should either the Grantor or Mr. Linne, resign, become unable to serve for any reason whatsoever, or die, Vicki S. Jenkins shall serve as the successor member and, if both the Grantor and Mr. Linne should resign, become unable to serve for any reason whatsoever, or die, then the successor member shall be appointed by Mrs. Jenkins, and if she should then be unwilling or unable to make such appointment, the successor member shall be appointed by the then members of the Architectural Control Board, if any, and if none, then by the Board of Directors of the Homeowners Association. The Architectural

Control Board shall have the right to charge a fee for review of plans and specifications submitted in accordance with this Article which shall not be less than $150.

Section 3. Assignment to the Association. The Grantor, his legal representatives, administrators, heirs or any specifically designated successor(s), shall have the power through a duly recorded written instrument to assign the duties and obligations of the Architectural Control Board and the Architectural Review Representative under this Article to the Association, which shall thereafter determine the members of the Architectural Control Board and may withdraw from, or restore to, the Architectural Control Board any powers or duties.

ARTICLE IV--RESTRICTIONS AND COVENANTS

Section 1. Land Use. No Lot in the Subdivision shall be used except for residential purposes as a single family dwelling. A single family dwelling may contain an attached servants' quarters.

Section 2. Minimum Square Footage and Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height. Exclusive of porches, garages and carports, no one story residential structure shall be erected or placed on any Lot with a habitable ground floor area of the main structure of less than 2,500 square feet.

Section 3. Building Setback and Location. No residential structure shall be erected, altered, placed or permitted to remain on any Lot which does not conform to the setback lines indicated on the Plat. In addition, no residential structure shall be erected or placed on any Lot nearer than 30 feet to the front Lot line (as determined by the direction the structure is facing), nor nearer than 8 feet to a side Lot line, nor nearer than 30 feet to the rear Lot line. Distance shall be measured between any property line and the nearest permanent portion of the structure. In the event the setbacks herein provided for are less than that indicated on the Plat, the setbacks reflected on the Plat shall govern.

Section 4. Exterior Structure Materials. All materials used on the exterior of any structure shall be approved in writing by the Architectural Control Board or the Architectural Review Representative.

Section 5. Garages and Carports. Each residential structure shall include a garage adequate to house not less than two (2) nor more than three (3) full sized American-made automobiles. The entrance of any garage shall not face any street. The Architectural Control Board, in its sole and absolute discretion, may permit a garage on a corner Lot to face a street, provided the

garage is sited in a manner acceptable to the Architectural Control Board. All garage doors shall be maintained in useable condition. A carport may be permitted at the discretion of the Architectural Control Board or the Architectural Review Representative in lieu of a garage. Any carport shall be sized and oriented as required above for garages, shall be shielded in such a manner as to not be substantially visible from the street in front of the residence and shall be constructed in the same architectural style and using the same exterior materials as the residence so as to present a unified and attractively finished structure.

Section 6. Driveway Construction. All driveways shall be constructed of concrete or concrete curbed asphalt and have a minimum width of ten (10) feet. No driveway shall be permitted nearer than two and one-half (2 1/2) feet from any side or rear lot line. When any sections of the curb are required to be removed for driveway entrance to the street, the curb sections shall be sawed before being removed and shall be repaired in a neat and workmanlike manner. All driveways shall be constructed in a manner that will not alter the requirements of the storm drainage system constructed for the Development.

Section 7. Off Street Parking of Vehicles. Only operating passenger automobiles, operating pickup trucks and operating passenger or recreational vans may be parked overnight in the driveway of any Lot. Operating passenger vehicles driven or towed by house guests of any Lot Owner shall be excepted from the foregoing for the reasonable duration of the visit. Each Lot Owner shall provide adequate space for parking at least three (3) automobiles off the street and within the boundaries of the Lot. "Adequate space" shall be defined as a portion of the driveway having minimum dimensions of ten (10) feet in width and twenty (20) feet in depth.

Section 8. Recreational Vehicle Storage. All other vehicles, recreational vehicles, including trailers, boats, boat trailers, campers, mobile homes or motor homes, as well as trucks other than pickup trucks, tractors, utility trailers, inoperable vehicles and any commercial vehicle shall only be parked overnight and/or stored either in the garage (or carport) or behind the rear building line, concealed from view from any street abutting the Lot and from view from any adjacent Lot by a privacy fence or hedge of at least six (6) feet in height.

Section 9. Lawn and Landscaping Installation. The front and side yards of each Lot shall be sodded and the rear yard shall be either sodded, seeded and/or sprigged so as to produce a complete and appropriate lawn as soon as practicable after completion of construction. Lawn sodding on the front yard and side yards shall extend the width of the Lot from the curb to the residence and down each side of the residence to the rear building line. The front and side yards shall be appropriately landscaped with trees and/or

shrubs. The incorporation of existing trees and shrubs into the overall landscape plan is encouraged.

Section 10. Landscaping Maintenance. All landscaping must be maintained at all times. In the event that an Owner shall fail, after being given thirty (30) days prior written notice from the Association or the Architectural Control Board to maintain said landscaping in a manner satisfactory to the Association, the Association shall have the right, through its agents, employees or contractors, to enter upon any part of said Lot and to trim or prune, at the expense of the Owner, any tree, bush, hedge, lawn or other planting which, in the opinion of the Association, by reason of its location or height to which it is allowed to grow, is unreasonably detrimental to adjoining property or obscures the view of street traffic or is unattractive in appearance or is unsafe. The cost of such maintenance, together with interest at the maximum rate then allowed by law (if not paid within thirty (30) days after written demand therefor), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

Section 11. Greenbelt Buffering Zone. According to the Plat for Plantation Hill Unit 4, a fifteen foot wide greenbelt buffering zone easement exists along the southerly portion of Lots 38 and 39, Block B. The Owner of each of the said Lots shall maintain the portion of said greenbelt buffering zone lying within his Lot in accordance with the terms and conditions of Gulf Breeze City Code, §24-136.

Section 12. Fencing, Hedges and Walls. The composition, location and height of any fence or wall to be constructed or any hedge to be planted on any Lot shall be approved in writing by the Architectural Control Board or the Architectural Review Representative prior to its construction. No chain link, wire, or metal fences shall be permitted. No fence or wall may be constructed and no hedge planted nearer to the front Lot line than the front of the residential structure, nor, if a corner Lot, nearer to the side street than the side of the residential structure. This restriction shall not apply to any hedge which shall be maintained in a manner such that it does not exceed three feet in height. Any fence or wall facing any street shall be constructed or improved such that the "finished" side shall face toward the street.

Notwithstanding the foregoing, it is understood that city and state laws may require the construction of a chain link security fence surrounding the retention/detention area as shown on the subdivision plat. Any such city or state requirement shall override the terms and conditions of these restrictive covenants.

Section 13. Mailboxes. All mailboxes, paperboxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be set in brick, stone or like material or framed in wood and similar in design and style to the residence on said Lot and shall be approved in writing by the Architectural Control Board or the Architectural Review Representative prior to its construction.

Section 14. Signs. No more than two (2) signs, each no more than one (1) square foot in size, giving the name of the resident and/or street number of the said Lot shall be permitted on each Lot. No other sign of any kind shall be displayed to the public view on any Lot except one (1) sign (two (2) signs if the Lot is a corner Lot) of not more than five (5) square feet advertising the property for sale or rent. Larger signs of reasonable size may be used by Grantor or any builder to advertise the Property or any Lot during the construction and sales period.

Section 15. Trash and Garbage Containers. All trash, garbage and other waste shall be kept in sanitary containers and, except during collection, if required to be placed at the curb, all containers shall be kept within an enclosure constructed with each residence. Said enclosure shall be located at the side or rear of each residence and shall totally screen said containers from sight from the front street, any side street and any adjacent Lot. If during the initial construction of the residence, the Architectural Control Board or the Architectural Review Representative approve any Owner's request that trash, garbage and other waste containers be kept inside the residence rather than in an exterior enclosure, all subsequent occupants or Owners of the residence shall be obligated to and shall continue such indoor storage. Should any subsequent occupant or Owner desire to relocate said trash, garbage or other waste containers to an outside enclosure, the plans for the location and construction of said enclosure must be approved in writing by the Architectural Control Board or the Architectural Review Representative prior to its construction.

Section 16. Game and Play Structures. All swingsets, treehouses, platforms and any other fixed game or play structures of a like kind or nature, shall be located in the back yard no closer to a street than the rear or side building line of the dwelling. If prior written approval is obtained from the Architectural Control Board or Architectural Review Representative, basketball backboards may be permitted to be attached to the dwelling above the garage door.

Section 17. Antennas and Satellite Dishes. No outdoor radio or television antenna or other item detrimental to the appearance of the Subdivision shall be permitted on any Lot. No satellite dish, saucer or other similar microwave recovery type antenna shall be permitted on any Lot unless and until its design, size, construction and location are approved in writing by the

Architectural Control Board or the Architectural Review Representative. The Architectural Control Board or the Architectural Review Representative shall have absolute discretion in determining whether or not to approve any such device and in determining how much, if any, of the device shall be permitted to be visible from any street or from any other Lot in the Subdivision.

Section 18. Solar Devices. The design, size, construction and location of any device, apparatus or panel intended to collect, store, use or convert solar energy to be constructed or installed on any Lot shall be approved by the Architectural Control Board or the Architectural Review Representative prior to its construction or installation. The Architectural Control Board or the Architectural Review Representative shall have absolute discretion in determining whether or not to approve any such device and in determining how much, if any, of the device shall be permitted to be visible from any street or from any other Lot in the Subdivision.

Section 19. Temporary Structures. No structure of a temporary character, including trailer, basement, tent, shack, shed, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. However, this Section shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the residence and other improvements permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

Section 20. Pets and Animals. No animals, livestock, poultry or insects of any kind, domestic or otherwise, shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised and kept provided that they are licensed, if applicable; that they are not kept, bred or maintained for any commercial purpose; and further provided that they are not kept in such numbers as to be an annoyance or nuisance to other Owners in the Subdivision.

Section 21. Clotheslines. No outside clothesline visible from any street shall be permitted on any Lot.

Section 22. Multiple Lots. No Lot may be divided or its boundary line(s) changed, except with the written permission of the Association. Should one Lot and all or a portion of an adjacent Lot within the Subdivision be utilized by an Owner of the said property for residential purposes as a single family dwelling site, these Restrictions shall apply as though the entire building site were one Lot.

Section 23. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on upon any Lot,

nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the Owners in the Subdivision. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said Lot nor upon any land contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any Lot or said contiguous land or street right-of-ways.

Section 24. Underground Utility Connections. All residential service connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connection points to and/or between any structure(s) erected on any Lot in such a manner as to be acceptable to the governing utility authority.

Section 25. Utilities Easements. Easements for installation and maintenance of utilities and drainage are reserved where necessary for such installation and maintenance. The Owner of any Lot subject to said easement shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said easement.

Section 26. Water Pollution. No Lot shall be used in any manner which results, directly or indirectly, in the draining or dumping into any storm drainage system of any refuse, sewage or other material which might pollute water supplies. No Lot shall be improved, altered, used or maintained in a manner that will alter the requirements of the storm drainage system constructed for the Development.

Section 27. Mineral Exploration. No exploration or drilling for oil, gas or other minerals, and no production facilities or oil refining, quarrying or mining operations of any kind shall be permitted or allowed on any Lot in the Subdivision.

Section 28. Construction Completion Time Limit. Any construction commenced upon a Lot, including landscaping, shall be pursued diligently and such construction shall be completed within nine months from the date of first ground breaking.

Section 29. Windmills. No windmill or other device or apparatus intended to collect, store, use or convert wind energy into electrical, mechanical or other energy shall be permitted on any Lot.

Section 30. Damage to Subdivision Improvements. Each Lot Owner shall be responsible for the timely repair of any damage to Subdivision improvements caused by the Lot Owner, his agents or invitees; any damages to Subdivision improvements, including curbs,

roadways, or utilities, shall be promptly repaired at the sole cost of the Lot Owner.

Section 31. Professional or Business Activity. No profession, home industry, trade, business or public amusement shall be conducted in or on any part of a Lot or in any improvement thereon. The Architectural Control Board, in its discretion, upon consideration of the particular circumstances in each case, and particularly considering the effect of such approval on surrounding Lots, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a specific profession or home industry within such parameters or limitations as the Architectural Control Board may determine and specify in such approval. With respect to such approval, in the event that (1) the parameters or limitations specified are not continually complied with by the Owner in good faith, or (2) the ownership of the Lot changes, or (3) the permitted specific profession or home industry changes, or (4) at any time, in the opinion of the Architectural Control Board, the continuation of said approved specific profession or home industry should constitute a nuisance or a source of embarrassment, discomfort or annoyance to the Owners in the Subdivision, said approval shall cease and terminate. This Section shall not be construed to authorize or permit any profession or home industry in violation of the zoning laws of the City of Gulf Breeze, Florida.

Section 32. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants, restrictions and conditions, it shall be lawful for the Association or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants, restrictions or conditions, and/or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants, restrictions or conditions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be in addition to all other remedies now or hereafter provided by law. The failure of the Association or any Owner to enforce any covenant, restriction or condition, or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot Owners violating these covenants, restrictions or conditions shall be obligated to pay, in addition to all costs and disbursements incurred by the Association and/or Owner(s) as a result of said violation(s), a reasonable attorneys' fee.

ARTICLE V--ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable legal fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall be a personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, operation, care, insurance and maintenance of any Common Area, any property owned by the Association or any public property adjacent to or in the same general locality as the Development. The Association shall have the obligation to maintain any Common Areas and shall pay all ad valorem property taxes (if any) assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any Common Area.

Section 3. Annual Assessments. Until January 1, 1994, the maximum annual assessment shall be One Hundred Dollars ($100.00) per Lot.

(a) From and after January 1, 1994, the maximum annual assessment may be increased each year not more than Ten Dollars ($10.00) per year above the potential maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1996, the maximum annual assessment may be increased above the potential maximum assessment for the current year by a vote of two-thirds (2/3) of the Class A membership voting in person or by proxy.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes (if any) upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstructions, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the same general locality as the Development, including fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the Class A membership who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to the Owner of every Lot.

Section 5. Notice and Quorum for Assessment Action. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this Article shall be sent postage prepaid to all Lot Owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence by/of members or proxies entitled to cast half of all the possible votes shall constitute a quorum. If the required quorum is not present, the required quorum at the next subsequent meeting shall be one half of the required quorum at the preceding meeting. Any such subsequent meeting shall be held no more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots in the Development.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner. The annual assessment provided for herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, Florida, and shall commence thereafter as determined by the Board of Directors of the Association. There shall be no proration of the first year's annual assessment. The Association shall, upon written request and payment of a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for any such assessments. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section 8. Effect of Nonpayment of Assessments and Remedies. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate until paid. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or by abandonment of his Lot.

Section 9. Subordination of Assessment Lien. Any lien for the payment of annual or special assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 10. Maintenance. In the event a Lot Owner shall fail, after thirty (30) days written notice from the Association, the Architectural Control Board or the Architectural Review Representative, to maintain either said Lot or the improvements situated thereon in a neat, clean and orderly fashion and manner otherwise satisfactory to the Board of Directors of the Association, the Association or the Architectural Control Board shall have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the structure or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within thirty days after written demand therefor), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

ARTICLE VI--COMMON AREAS

Section 1. Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area;

b. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property;

c. The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of any Common Area by published rules and regulations, including the number of guests, and prescribing hours of usage; and,

d. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon any Common Area for any period during which any assessment against his Lot remains unpaid or any violation of the provision of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants and contract purchasers living in the residence on his Lot.

Section 3. City's Censent to Amendments. Section 2, paragraph (U) of the Developers Agreement for Unit 3 entered into between the Grantor and the City of Gulf Breeze, Florida, recorded in Official Record Book 1357, at page 951, of the public records of Santa Rosa County, Florida, and Section 2, paragraph (V) of the Developers Agreement for Unit 4 entered into between the Grantor and the City of Gulf Breeze, Florida, recorded in Official Record Book ____, at page ____, of said records, grant to the City of Gulf Breeze easement rights to enter upon Plantation Hill, Unit 3 and Plantation Hill, Unit 4 for purposes of inspecting the park, stormwater retention and/or detention areas, and the Buffering Zone and to take such actions as are authorized in said Sections and paragraphs of the Developers Agreements. The obligations of the Association contained in Section 2 of Article I of these Restrictive Covenants relating to the maintenance of the park, stormwater retention and/or detention areas, and the obligations of the owners of Lots 38 and 39, Block B, contained in Section 11 of Article IV of these Restrictive Covenants, relating to the maintenance of the portion of the greenbelt Buffering Zone lying within said Lots, shall not be amended without the prior written consent of the City of Gulf Breeze, Florida.

ARTICLE VII--GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Grantor, the Architectural Control Board or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, restrictions, conditions, liens and charge imposed by the provisions of this Declaration against any Owner or Owners violating or attempting to violate any such covenant, restriction, condition or provision, either to prevent him or them from so doing, or to recover damages for such violation. Failure by the Association, the Grantor, the Architectural Control Board or any Owner to enforce any covenant, restriction, condition or provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In no event and under no circumstances shall a violation of any covenant, restriction or provision herein contained work a forfeiture or reverter of title. If any court proceedings are required for the successful enforcement of any covenants, restriction, condition (due to its violation or breach), lien or charge imposed by the provisions of this Declaration against any Lot or against any Owner, person or entity, said Owner, person or entity expressly agrees to pay, in addition to all costs and disbursements allowed by law, a reasonable attorneys' fee to the Association, the Grantor, the Architectural Control Board or any Owner who initiates such successful judicial proceedings.

Section 2. Severability and Subheadings. The invalidation of any provision or provisions of the covenants, restrictions and conditions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants, restrictions and conditions which shall remain in full force and effect. The subheadings used herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

Section 3. Amendment by Grantor. The Grantor (for himself, his legal representatives, administrators, heirs, and specifically designated successor(s)), reserves and shall have the sole right (a) to amend these covenants, restrictions and conditions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereinafter made, any additional covenants, restrictions and conditions applicable to the said Development which do not lower the standards of the covenants, restrictions and conditions herein contained, and (c) to release any Lot from any part of the covenants, restrictions and conditions which have been violated (including, without limiting the foregoing, violations of building setback lines and provisions hereof relating thereto) if the Grantor, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 4. Duration. The covenants, restrictions and conditions of this Declaration shall run with and bind the land and shall be a part of all deeds and contracts for conveyance for any

and all Lots in this Subdivision and shall inure to the benefit of and be binding and enforceable by the Owners, and their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, unless amended by an instrument signed by two-thirds (2/3) of the then Lot Owners. After the initial thirty (30) year term, this Declaration shall be automatically extended for successive periods of five (5) years each, unless an instrument, signed by a majority of the then Lot Owners, amends the restrictions or conditions in whole or in part.

Section 5. Use Restriction Violation. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief.

Section 6. Failure to Enforce. Neither the Association, Grantor, the Architectural Control Board nor the Architectural Review Representative shall, in any way or manner, be held liable for any failure to enforce the covenants, restrictions and conditions herein contained to any Owner or any other person or entity for any violation of the covenants, restrictions and conditions herein contained.

IN WITNESS WHEREOF, William R. Jenkins has set his hand and seal this 4th day of March, 1996.

Signed, sealed and delivered
in the presence of:

Susan Greer Hurst

WILLIAM R. JENKINS

Shirley F. Linne

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of March, 1996 by WILLIAM R. JENKINS who is personally known to me.

NOTARY PUBLIC
Typed Name: William V. Linne
Commission Expires: 12-30-99
Commission No.: CC507790

119/Plantation.res

WILLIAM V. LINNE
My Commission CC507790
Expires Dec. 30, 1999

SANTA ROSA COUNTY, FLORIDA
MARY M JOHNSON, CLERK

** OFFICIAL RECORDS **
BK 1521 PG 222

87.00

DEVELOPERS AGREEMENT

FILE# 9607004
RCD: MAR 5 1996 @ 8:17 AM

THIS AGREEMENT is made this 1ST day of MARCH, 1996, by and between THE CITY OF GULF BREEZE, a municipal corporation under the laws of the State of Florida, (hereinafter "City") and WILLIAM R. JENKINS, his successors, assigns and representatives (hereinafter "Developer").

WITNESSETH:

WHEREAS, pursuant to a Settlement Agreement between the City and the Developer dated December 21, 1988, (hereinafter "Settlement Agreement"), the City gave conceptual approval to a preliminary plat of the entire Plantation Hill Subdivision, such plat then consisting of Plantation Hill Subdivision Unit No. 1 and Unit No. 2, as well as the remaining undelineated portion of the Subdivision. A true and correct copy of the said preliminary plat is attached hereto as Exhibit "A";

WHEREAS, the Developer did not file nor make application for approval of preliminary plat and plans for Plantation Hill Subdivision Unit No. 4, a residential subdivision (hereinafter "Subdivision"), rather the Developer sought direct approval upon a final plat and plans for the Subdivision;

WHEREAS, the Subdivision is situated on real property described in Exhibit "B" attached hereto;

WHEREAS, conditional acceptance of the preliminary plat was recommended by the City's Development Review Board and conditionally approved by the City Council;

WHEREAS, Developer has submitted to the City a final plat and construction plans for construction of access streets, sanitary sewer lines, water distribution lines, storm drainage, landscaping, grading, appurtenances and other improvements (hereinafter collectively referred to as "Improvements") within the proposed Subdivision in accordance with the Code of Ordinances of the City of Gulf Breeze, Florida (hereinafter "Code");

WHEREAS, the City has indicated a willingness to accept the dedication of the streets and utilities, which term shall hereinafter refer to and include the water distribution lines up to the point of metering, sanitary sewer lines and laterals up to the point of connection to the service line for individual homes, and appurtenant facilities relating thereto within the Subdivision, subject to the terms of this Developers Agreement (hereinafter "Agreement");

WHEREAS, pursuant to Section 20-41(c) of the Code, the proposed Subdivision constitutes a "Level 3 Development" which, pursuant to Section 20-46(b) of the Code, shall be formally authorized through execution of a developers agreement; and

CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

WHEREAS, the City's Development Review Board has recommended approval of the final plat and construction plans subject to the parties hereto entering into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the parties hereto, it is agreed as follows:

SECTION 1. APPROVAL OF FINAL PLAT AND PLANS. The City hereby approves the final plat and construction plans for the Subdivision. A copy of the final plat is attached hereto as Exhibit "C" and by this reference is made a part hereof (hereinafter "plat"). A copy of the construction plans are attached hereto as composite Exhibit "D" and by this reference are made a part hereof (hereinafter "plans").

SECTION 2. DEVELOPER'S COMMITMENTS. The Developer hereby agrees, covenants and commits as follows:

A. The Developer will comply with all applicable requirements of the Code.

B. Within sixty (60) days from the date that the completed Improvements have been approved by the City, the Developer shall register and file with the Clerk of Circuit Court of Santa Rosa County, Florida, a true copy of the plat as approved. Except as provided in Section 2(F), below, the plat may not be registered and filed with the Clerk until the Improvements have been completed and approved by the City.

C. The Developer agrees that, prior to or contemporaneously with recording of the final plat, it will record the original of this Agreement in the public records of Santa Rosa County, Florida, and that the Developer will pay all costs associated with the recordation of this Agreement; provided, however, Developer shall not be required to record a copy of the plans along with the original of this Agreement. The plans will be available for inspection at Gulf Breeze City Hall.

D. Within fifteen (15) days after registration and filing of the plat, the Developer shall file four (4) copies of the plat and plans with the City. One of the aforesaid copies shall be on reproducible age-proof paper, such as mylar. Additionally within said fifteen (15) days, the Developer shall provide to the City a recorded copy of this Agreement.

E. No construction of the Improvements or any other alteration to the Subdivision shall be allowed, and no permits will be issued authorizing any construction of the Improvements or other alteration of the Subdivision, until the Developer has paid all Subdivision Development Review fees (pursuant to Section 25-6 of the Code) due and owing as of the time of execution of this Agreement. Additionally, the Developer will pay

all Subdivision Development Review fees (pursuant to Section 25-6 of the Code) then due and owing prior to and as a condition of the City's acceptance of the Improvements and issuance of a Certificate of Concurrency.

F. No building permits shall be issued for building on property within the Subdivision until the required improvements have been installed and constructed and the Improvements approved by the City. Further, the Developer as well as any person or entity who has or may obtain an interest in the Subdivision shall not sell, dispose or otherwise convey any interest in the subdivided lands and common areas identified in the plat unless or until the Improvements have been constructed and approved by the City; the Developer has complied with all applicable laws, rules and regulations; and the Developer has complied with the terms of this Agreement.

Notwithstanding the provisions of the preceding paragraph requiring completion of the Improvements as a condition precedent to (i) issuance of building permits for building on property within the Subdivision, and (ii) sale or other conveyance of interest in the subdivided lands and common areas, Developer may sell lots in the Subdivision and building permits for building upon such lots may be obtained, before the Improvements are completed and approved by the City, provided that the Developer as a condition precedent thereto:

(1) has registered and filed with the Clerk of the Circuit Court of Santa Rosa County, Florida, a true copy of the plat, as approved;

(2) has substantially completed the improvements; and

(3) deposits with the City cash or a certified check in an amount not less than 125% of the estimated costs to complete construction and installation of the Improvements (as estimated and/or agreed to by the City).

In any event, the Improvements shall be completed within thirty (30) days from the date that Developer deposits the above required cash or check with the City; provided, however, the said time period may be extended at the discretion of the City if acts of God prevent the Developer from timely completion of the Improvements. For purposes of this paragraph, the Improvements shall be considered "substantially complete" at such time that all of the Improvements have been constructed, installed and approved by the City, save and except finished grading and sodding of road shoulders.

G. After construction of the Improvements are complete and before they will be approved by the City, the engineer of record (as identified pursuant to Section 2(M), below) for the Developer shall submit "as-built" plans demonstrating conformance to

the approved plat. The "as-built" plans shall be signed and sealed and shall be accompanied by a certification from the engineer stating that the project was completed in conformance with the plat and plans. The certification shall be accompanied by such calculations as may be required by the City to confirm compliance with the requirements of the Code. Further, the engineer shall also submit actual and itemized construction and engineering costs of all Improvements, including Utilities, which are to be dedicated or conveyed to the City, and the said itemization shall be in a format that is acceptable to the City and shall be certified as accurate by the engineer.

H. Within one (1) year from the date of this Agreement the Developer will construct, at his own expense, all Improvements within the Subdivision according to the plans to be attached hereto as Exhibit "D" and in accordance with the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (together with any amendments or modifications thereto) and applicable City standards. The time period for construction of the Improvements may be extended for a reasonable time in the event that delays in performance result from acts or circumstances beyond the control of the Developer.

I. The Utilities installed within the Subdivision shall be the property of the City subject to compliance by the Developer with the terms of this Agreement and subject to the covenants and conditions otherwise set forth herein.

J. The Developer, Developer's contractors, subcontractors, or anyone for whose acts the Developer, Developer's contractors or subcontractors may be liable or responsible, shall comply with all applicable local, state and federal laws, ordinances and safety rules and regulations pertaining to the work performed. In the event the Developer, Developer's contractors, subcontractors, or anyone for whose acts the Developer, Developer's contractors or subcontractors may be liable or responsible, fails to comply with said applicable laws, ordinances, or safety rules and regulations, and such failure to comply tends to or does pose a threat or danger to life or of bodily injury to any person working on the job or to any member of the general public or poses a danger to property, the City has the right to stop work at the site until appropriate corrective measures are taken. The right herein retained by the City to stop work as aforesaid shall not shift to the City the duty imposed by law or by contract upon the Developer, Developer's contractors or subcontractors, or anyone for whose acts the Developer, Developer's contractors or subcontractors may be liable or responsible, to supervise and inspect the job site, and to secure compliance with all applicable laws, ordinances and safety rules and regulations; and the failure of the City to exercise the rights herein contained shall not relieve the Developer, Developer's contractors, subcontractors or anyone for whose acts the Developer, Developer's contractors or subcontractors may be liable or responsible, from the duty of properly supervising and inspecting all job sites and work in progress and of complying with all applicable laws, ordinances and safety rules and regulations.

K. Notwithstanding any negligence by the City and its agents, representatives, officers, officials and employees, the City and its agents, representatives, officers, officials and employees shall be indemnified and held harmless by the Developer from and against any and all claims, damages, losses and expenses, including attorneys' fees and any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by or arising in any manner from the acts or omissions on the part of the Developer, Developer's contractors, subcontractors, or anyone directly or indirectly employed or retained by them or anyone for whose acts the Developer, Developer's contractors or subcontractors may be liable or responsible.

L. Within fifteen (15) days after execution of this Agreement, the Developer will provide to the City an opinion of title acceptable to the City which opinion shall attest that, as of the date of said opinion, (1) the Developer had fee simple ownership of the Subdivision; (2) the Developer had the right to enter into this Agreement; and (3) with respect to all easements and other interests in property to be conveyed to the City or to any other public entity, the Developer and the Owner had the absolute right to convey such easements or property interests. Within fifteen (15) days after actual conveyance of the easements and/or other interests in property to the City, the Developer and Owner (if applicable) will provide to the City an opinion of title acceptable to the City which opinion shall attest that, as of the date of conveyance, there were no encumbrances upon or to the City's use of the easements and that, with respect to any real property conveyed to the City, that the City was given fee simple and marketable title thereto without encumbrance, encroachment or other title defect (save and except the terms and conditions of applicable state and federal permits and the requirements of the Code).

M. The Developer will retain a professional engineer, registered in the State of Florida, to: (1) supervise the construction of the Improvements, (2) provide the required certification of completion, (3) provide the required certification of itemized construction and engineering costs, (4) provide the required "as-built" drawings and certifications thereof, and (5) act on behalf of and represent the Developer in dealing with the City on technical matters. Prior to commencing construction of the Improvements the professional engineer shall provide a letter to the City stating that he has been retained to perform the requirements of this paragraph.

N. The Developer will obtain and abide by all terms of any and all permits which may be required by the United States of America, the State of Florida, Santa Rosa County and/or the City of Gulf Breeze, or any agency or subdivision of said governmental entities, all at no cost to the City. The Developer further agrees that no work on the Improvements shall commence until all applicable permits have been obtained and the City has authorized said work to begin. The City shall have the right, but not the obligation, to inspect and monitor compliance with and enforce the terms of all permits issued to Developer, or those acting on Developer's behalf or for Developer's benefit, by the U.S. Army Corps of Engineers, Florida Department of Environmental Protection or

other applicable governmental bodies and regulatory agencies, pertaining in any manner whatsoever to the Subdivision.

O. The Developer will provide the City with complete and legally effective releases or waivers satisfactory to the City of all liens arising out of this Agreement and the construction of the Improvements and the labor and services performed and the materials and equipment furnished pursuant thereto.

P. The Developer agrees that the City may cause building permits to be withheld in the Subdivision or may refuse to allow additional connections to the water and sewer systems if such actions are deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.

Q. The plat of Plantation Hill Unit No. 3 includes an area identified as "Plantation Hill Park" which consist of approximately 1.6 acres (hereinafter "Park"). The Park has been permanently set aside and may be used only to provide for park and recreational facilities to serve the present and future needs of residents in Plantation Hill Subdivision Unit 2, Unit 3 and Unit 4. No other use of the Park will be allowed without the express written consent of the City. The set aside of the Park pursuant hereto shall be deemed to satisfy the requirements of Section 25-132 of the Code (as that Section now reads or may hereafter be amended) as it pertains to the Subdivision, and all residentially zoned areas located within the entire Plantation Hill Subdivision reflected on the attached Exhibit "A" (including Plantation Hill Subdivision Unit 1, Unit 2 and Unit 3). It is hereby acknowledged that the Developer is not required to construct the Improvements set forth in subparagraphs (i) through (iii) of Section 5(a) of the Settlement Agreement.

R. Prior to acceptance of the Utilities by the City, the Developer will (1) pressure test the water system in accordance with standards established by the City and the American Water Works Association (AWWA), (2) flush, clean, disinfect and chlorinate the water system to standards established by the State of Florida, and (3) provide all clearances of the Utilities required by the Florida Department of Environmental Protection.

S. The Developer will provide an executed, recorded copy of this Agreement to all persons or entities who contract to purchase property in the Subdivision from the Developer. Said copy shall be furnished at or before the time that a contract for sale is executed. The foregoing notwithstanding, the Developer shall not be required to provide a copy of the plans to all persons or entities who contract to purchase property in the Subdivision from the Developer, but instead shall provide a notice advising such persons or entities that a copy of the plans is available for their inspection at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32562-0640.

T. The Developer agrees that no construction on lots within the Subdivision will occur outside the setback lines as noted upon the plat.

U. The area identified on the plat as "15.0' Landscape Buffer Zone," being a strip of property identified as the southerly fifteen feet of Lots 38 and 39, Block "B," of the Subdivision (hereinafter "Buffering Zone"), shall initially be established by the Developer and subsequently forever maintained by the owners of said Lots 38 and 39 in accordance with the provisions of Section 24-136 of the Code. The Buffering Zone shall be planted in evergreen trees so as to create a substantially opaque visual barrier from the ground level to an elevation of at least twelve feet above ground level. Existing trees and shrubs shall be preserved where possible. Trees and shrubs shall be augmented by additional plantings to achieve within three years and thereafter maintain an opaque visual barrier at least six feet above ground level.

V. The Park, as identified the plat of Plantation Hill Subdivision Unit No. 3, and any other improvements or appurtenances associated therewith, shall be forever maintained by and at the expense of the Developer and/or future owners of land within the Subdivision (and others who may be or become legally responsible for such maintenance including, but not limited to, present and future owners of land within Plantation Hill Subdivision Unit 3 by virtue of the terms of paragraph 2(U) of the Developers Agreement dated May 28, 1993 by and between the City and the Developer). The stormwater retention and/or detention areas identified and/or referenced in the plat and plans (including on-site and off-site retention/detention areas) shall be forever maintained by and at the expense of the Developer and/or future owners of land within the Subdivision (and others who may be or become legally responsible for such maintenance including, but not limited to, present and future owners of land within Plantation Hill Subdivision Unit 3 by virtue of the terms of paragraph 2(U) of the Developers Agreement dated May 28, 1993 by and between the City and the Developer). The Buffering Zone as identified in the plat shall be forever maintained by and at the expense of the Developer and/or future owners of Lots 38 and 39, Block "B," of the Subdivision. The City shall have no obligation whatsoever to repair, replace, inspect or maintain said Park, stormwater retention and/or detention areas, and/or Buffering Zone, or any improvements or appurtenances associated therewith. No fencing, vegetation or other improvements shall be permitted to reduce or obstruct stormwater drainage within the Subdivision. Areas, including swells, designed for stormwater drainage shall be maintained and kept clear of debris and any other obstruction that may impede, interfere and/or obstruct the flow of stormwater through and/or upon such areas.

The Developer hereby grants unto the City easement rights to enter upon the Subdivision for purposes of inspecting the Park, stormwater retention and/or detention areas, and Buffering Zone and to take such actions as authorized herein. If the Park, stormwater retention and/or detention areas, and/or Buffering Zone are not maintained as required in this Agreement, then the City shall have the right, but not the obligation, to take such actions as reasonably needed to properly maintain (which term shall include, but not be limited to, repair, replacement, routine maintenance, inspection, examination, testing, etc.) the Park, stormwater retention and/or detention areas, and/or Buffering Zone. The cost of such maintenance, including administrative, professional and

legal costs, shall be paid by the owners of lots within the Subdivision affected and/or benefitted by such action, within thirty days after the City has sent a statement reflecting the charges for such actions. To the extent that the affected property or properties include common areas, the City's lien shall apply to all lots in the Subdivision for the costs associated with maintaining the Park, stormwater drainage system and/or Buffering Zone. Any amounts not paid within said thirty (30) days shall be come a lien of the City upon the affected and/or benefitted property or properties until paid. The lien shall become effective upon the filing of a Notice of Lien setting forth the legal description of the property, the date and nature of the actions undertaken by the City, and the total amount of charges therefore. A copy of said Notice shall be sent by United States Mail to the owners of the affected properties as reflected in the then current tax assessment rolls. Should it become necessary for the City to enforce the lien through foreclosure or legal action, or to otherwise attempt collection of the unpaid amounts, the affected property owner(s) and/or owners of common areas within the Subdivision shall be liable unto the City for all expenses incurred by the City in connection therewith including, but not limited to, attorneys' fees and costs of court. The Developer shall include within the Declaration of Covenants, Conditions and Restrictions for the Subdivision, such provisions as may be required to set forth the terms and conditions of this Section 2(V) and, further, that said restrictions shall not be amended without prior written consent of the City.

At or prior to closing of the sale by Developer of any lot within the Subdivision, the Developer shall provide the purchaser with a written notice, in a form approved by the City Manager, clearly and unequivocally advising the purchasers of their obligation to maintain the Park and stormwater retention and/or detention areas. With respect to the purchasers of Lots 38 and 39, Block "B," of the Subdivision, their Notices shall additionally advise the purchasers of said lots of their obligation to maintain the Buffering Zone. The Notices shall advise the purchasers that the City shall have no responsibility or obligation to maintain, repair, replace, construct, etc., the Park, stormwater retention and/or detention areas or the Buffering Zone.

W. The Developer agrees that, prior to and as a condition of recording of the final plat, the Developer will purchase from the City all sewer and water taps necessary for all lots within the Subdivision. The City acknowledges that the Developer has purchased from the City all sewer taps necessary for all lots within the Subdivision and that sewer capacity has been reserved for such lots. The Developer acknowledges that no water taps have been purchased for any lots or parcels identified in the attached Exhibit "A" other than for lots within Plantation Hill Subdivision Unit 1, Unit 2 and Unit 3, and until purchased no water service capacity has been reserved for such properties. The Developer acknowledges that no sewer taps have been purchased for any lots or parcels identified in the attached Exhibit "A" other than for lots within Plantation Hill Subdivision Unit 1, Unit 2, Unit 3 and Unit 4, and until purchased no sewer capacity has been reserved for such properties. The Developer acknowledges that he has not acquired or been vested with any concurrency rights or sewage commitments with respect to such properties (other than Plantation Hill Subdivision Unit 1, Unit 2, Unit 3 and Unit 4) and that neither this

Agreement nor any other act of the City shall in any manner whatsoever be construed to grant or vest such rights or commitments.

X. The Developer will pledge or post a bond, irrevocable letter of credit, or similar security or financial guaranty acceptable to the City in an amount not less than 125% of the estimated costs to complete construction of the Improvements (as estimated by Developer's engineer and concurred with by the City). In the event that the Improvements are not completed within one year of recordation of the plat, the said bond, irrevocable letter of credit or other security or financial guaranty may be utilized by the City to complete the Improvements. The pledge or posting of the security as required herein shall remain in effect (in its original and full amount) until completion of the Improvements and the issuance by the City of its Certificate of Concurrency as otherwise provided herein.

Y. Developer covenants and agrees that no property outside the Subdivision will be damaged, altered, harmed or impaired as a result of developing the Subdivision, including construction and installation of the Improvements. In the event off-site property is damaged, altered, harmed or impaired as a result of Subdivision development activities or efforts, upon receipt of notice from the City the Developer will take all steps necessary to completely remedy such damage, alteration, harm and/or impairment.

Z. For purposes of assisting with certain maintenance of the roadways within the Subdivision, the Developer has previously paid and delivered or caused to have been paid and delivered to the City payment in the amount of Six Thousand Dollars ($6,000.00).

SECTION 3. COMMITMENTS REGARDING UTILITIES.

A. Developer warrants and guarantees to the City that, once accepted by the City, the Utilities will be in good working condition and free from defect or failure; the Utilities will be sufficient in size, character and capacity to properly accept, process and handle all flows reasonably anticipated now and during the life of the Utilities to be generated by the Subdivision and its inhabitants as well as any other areas for which the Utilities are contemplated to serve or benefit; that all materials, parts, equipment of and/or within the Utilities will be new unless otherwise specified in the construction plans submitted to the City; that all work performed or to be performed upon the Utilities has been or will be of good quality and free from faults or defects and in accordance with the plat and plans submitted to the City; and there will be no failure of or damage to the Utilities or to other City utilities resulting in any manner from improper bedding materials or backfill used during the construction of the Utilities.

B. The warranties and guarantees referenced in the preceding paragraph (A) shall be effective as of the date hereof and shall remain in effect until two

(2) years from the date of Developer's completion of the Utilities and acceptance thereof by the City pursuant to Section 4(B), below.

C. In the event of failure of, defect in and/or damage to the Utilities as a result of improper construction or construction practices, defective workmanship, defective materials and/or breach of the warranties and guarantees made by Developer in favor of the City, during the warranty period, the City shall have the right to make such repairs or to undertake such corrective measures as it deems necessary so as to remedy said failure, defect, and/or damage and to safeguard against its reoccurrence. In the event of repair or replacement of parts, materials and/or equipment, the City shall replace the same with like kind and quality parts, materials and/or equipment. All direct and indirect cost of such repair, replacement and/or remedial measures, including compensation for additional professional services, shall be paid by the Developer within thirty (30) days after submission of a statement reflecting the work performed and the charges therefor.

D. The City will allow stormwater runoff to be discharged into drainage facilities off the site of the Subdivision in accordance with the plans. The Developer will construct off-site stormwater retention/detention facilities as identified in and pursuant to the plans. Such construction shall be considered as a portion of the Improvements. The construction of the off-site stormwater drainage facilities shall be conditioned upon (1) the said facilities, and the channels leading to them, being designed, constructed and maintained in accordance with the requirements of Article III of Chapter 24 of the Code, and (2) the Developer undertaking such efforts as made to be reasonably necessary to minimize adverse environmental impacts relating thereto.

SECTION 4. COMMITMENTS OF CITY. The City hereby covenants, commits and agrees as follows:

A. Upon completion of the Improvements and upon approval of the Improvements and the Subdivision by the City, all in accordance with the provisions of this Agreement, the City will permit connections to the City water and sewer system.

B. Upon completion of the Utilities in accordance with the provisions of this Agreement, the City will accept ownership of the Utilities subject to the warranties and guaranties as set forth in Section 3, above.

C. Subject to the acquisition of the permits required of the Developer in accordance with Section 2(N), above, the City will allow the issuance of building permits for construction within the Subdivision but will cause to be withheld certificates of occupancy until all supporting improvements for said construction have been approved by the City and the Developer has fully complied with the terms of the applicable permits described in Section 2(N).

D. Upon completion of the Improvements and their approval by the City, the City will provide the Developer with a Certificate of Concurrency. The City will not unreasonably withhold approval of the Improvements.

E. The City agrees that, if within six (6) months after completion of the Improvements the then owners of lots in the Subdivision should consolidate two or more adjacent lots resulting in a lowering of density in the Subdivision (e.g. constructing one house upon two lots or two houses upon three lots), the City will refund to the Developer or to the then owner(s) of the consolidated lots (at the direction of Developer) amounts paid to the City for sewer taps, water taps and park and recreation impact fees in proportion to the reduction in density. For example, if within the said 6-month time period one purchaser should consolidate two lots for purposes of constructing one house thereupon and the resulting density of the Subdivision is thereby reduced by one unit, the water tap fees, sewer tap fees and park and recreation impact fees paid by the Developer to the City for one unit would be refunded to the Developer or to the then owner(s) of the consolidated lots. There shall be no refund for any water or sewer taps which the Developer did not purchase directly from the City. Any request for refund must be submitted within seven (7) months following completion of the Improvements or be waived and forever barred. Further, to the extent that there is a refund of sewer tap fees, water tap fees and/or park and recreation impact fees as a result of the lowered density, any concurrency commitment issued by the City shall be deemed amended to exclude the capacity otherwise reserved to the unit or units being removed by virtue of the reduction in density.

F. The City agrees to deem the Utilities as having been accepted, subject to the warranties and guarantees set forth in Section 3, above, upon the furnishing by Developer's professional engineer to the City of a written certification of completion of all Improvements, including the Utilities, and the final approval of the Improvements by the City.

G. The City acknowledges that plans for construction of the Improvements within the Subdivision have been examined by appropriate City departments and that no changes or alteration other than those which may be described in this Agreement will be required that would delay the Developer or involve additional expense on the part of the Developer.

SECTION 5. OTHER LAWS AND ORDINANCES. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of the City, and to the extent of conflict, such ordinances, regulations or codes shall control.

SECTION 6. INSURANCE. The Developer shall purchase and obtain, or cause to be purchased and obtained by any contractor responsible for constructing the Improvements, comprehensive general liability insurance in an amount not less than One

Million Dollars ($1,000,000.00) naming the City as an insured or as an additional insured, which insurance shall protect and indemnify the City from all acts, omissions, errors and negligence arising in any manner from or relating to the development, construction or maintenance of the Subdivision or any portion thereof, including any acts or omissions of the City, its representatives, agents, officers, officials and/or employees. The said comprehensive general liability insurance shall be maintained in full force and effect until the City issues its Certificate of Concurrency pursuant to Section 4(D), above. The said comprehensive general liability insurance shall be an occurrence type insurance policy such that coverage would exist if the occurrence took place during the term set forth in the preceding sentence regardless of when the claim is actually made or presented. Proof of insurance, in a form acceptable to the City, shall be provided to the City prior to commencing construction of the Improvements.

SECTION 7. COMMITMENTS REGARDING PROPERTY OUTSIDE OF SUBDIVISION. Nothing herein shall be construed in any manner whatsoever as the City's authorization or approval of development of or improvement to any property outside the Subdivision (save and except for (1) off-site stormwater drainage facilities identified in the plans, and (2) extension of water lines along Plantation Hill Road from the Subdivision to Saint Francis Street in accordance with specifications set forth in the plans), including but not limited to property generally lying south of the entire Plantation Hill Subdivision (such property having been referenced in the Developers Agreement dated May 28, 1993 and hereinafter will again be referenced as the "Commercial Property") and any areas reflected within Exhibit "A" which have not heretofore or hereby been formally subdivided. There has been no application or request by the Developer for any approval of use, improvement or development of the Commercial Property. The City has not taken any position (neither approval nor denial) of any requested or proposed use, improvement of or development to any such properties. Any actions relating to proposed or requested uses, development and/or improvements to such properties will stand on its own merits and the City's decisions in regards thereto will be based upon plans, plats and/or other appropriate document submitted in accordance with the Code.

SECTION 8. COVENANT OF REASONABLE ACTIONS. The parties hereto covenant and agree that with respect to any decisions, consents or approvals required under this Agreement, the parties will act reasonably and in good faith and that no approval or consent will be unreasonably withheld.

SECTION 9. NOTICE. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by U.S. Mail, addressed as follows, or to such other address of which the parties may have given notice in writing:

To City: Edwin A. Eddy, City Manager
City of Gulf Breeze
Post Office Box 640
Gulf Breeze, Florida 32561

To Developer: William R. Jenkins
4790 Velasquez
Pensacola, Florida 32504

Unless specified herein, such notices or other communications shall be deemed received (i) if delivered by hand, on the date delivered or on which delivery is refused, or (ii) if mailed, three (3) business days after deposited with the United States Postal Service.

SECTION 10. MISCELLANEOUS.

A. Should it become necessary to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all damages and expenses, including reasonable attorneys' fees.

B. In consideration of the Developer installing an extension of the water supply line from the southern entrance of the Subdivision to St. Francis Drive as more particularly described in the plans, the City does hereby agree to the following:

(1) The remaining obligations and duties to be performed by the Developer pursuant to Paragraph 8(a) of the Settlement Agreement shall be deemed as having been satisfied. The Developer shall and is hereby discharged and relieved from performance of any such remaining obligations and duties set forth in Paragraph 8(a) of the Settlement Agreement.

(2) The Developer shall not be required to install eight inch (8") water lines within any of the presently unplatted lands contained in Exhibit "A." Rather, Developer may install six inch (6") water lines in such unplatted lands; provided, however, although it is understood that six inch (6") water lines are currently sufficient to service the unplatted lands, the Developer shall be required to comply with all rules and regulations applicable to water supply lines in existence at the time the Developer seeks approval to construct improvements upon the said unplatted lands.

C. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, assigns and representatives.

D. This Agreement may not be assigned by either party without the express written approval of the other party; provided, however, that approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF GULF BREEZE

ATTEST:

BY: _____
M. LANE GILCHRIST, Mayor

BY: Marita Rhodes
Marita Rhodes, City Clerk

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 1st day of March, 1996, by M. LANE GILCHRIST, as Mayor of the CITY OF GULF BREEZE, who is either personally known to me or who has produced _____ personally known as identification.

MARITA RHODES NOTARY My Comm. Expires Sept. 24, 1997 CC 317222 PUBLIC STATE OF FLORIDA

Marita Rhodes
NOTARY PUBLIC, State of Florida
(Affix Notary Stamp)

WITNESSES:

Sonja Clonson
Name: Sonja Clonson

Edwin A. Eddy
Name: Edwin A. Eddy

William R. Jenkins
WILLIAM R. JENKINS

STATE OF FLORIDA Santa Rosa
COUNTY OF ~~ESCAMBIA~~

The foregoing instrument was acknowledged before me this 1st day of March, 1996, by WILLIAM R. JENKINS, who is either personally known to me or who has produced (personally known) as identification.

Marita Rhodes
NOTARY PUBLIC

(Affix Notary Stamp)

MARITA RHODES
NOTARY
My Comm. Expires
Sept. 24, 1997
CC 317222
PUBLIC
STATE OF FLORIDA

DevAgr.January 23, 1996
DevAgr.February 12, 1996
DevAgr.February 20, 1996
DevAgr.February 26, 1996
DevAgr.March 1, 1996