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Escambia County, Florida
INSTRUMENT 98-461985

THIS INSTRUMENT PREPARED BY:
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& Ferguson, Attorneys at Law
4300 Bayou Blvd., Suites 12&13
Pensacola, FL 32503
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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF MAZUREK PLANTATION**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS DECLARATION, made on the date hereinafter set forth by BRANTLEY-KNEPPER DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a fee simple interest in certain real property in Escambia County, Florida, more particularly described as follows:

See attached Exhibit "A";

WHEREAS, Declarant intends to sell lots contained in the above described property, or other areas or properties hereafter submitted by it to common ownership or jurisdiction of the Association, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land for the benefit of its future owners;

WHEREAS, the Declarant also desires to reserve certain areas as common to all properties;

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

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ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot in "Mazurek Plantation".

Section 2. "Subdivision" shall mean and refer to "Mazurek Plantation" subdivision which is situated in Escambia County, Florida according to the plat thereof which is recorded in Escambia County, Florida and such other real property as may hereafter be submitted to the jurisdiction of the association.

Section 3. "Lot" shall mean and refer to each of the platted lots shown on the plat or plats of the Subdivision.

Section 4. "Association" shall mean and refer to the Mazurek Plantation Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 5. "Common Area" shall mean and refer to all real or personal property owned or maintained by the Association for the common use and enjoyment of the Owners. The Common Area is designated as "Common Area" on the plat, and is set forth in the attached Exhibit "B". The term "Common Area" shall also include that certain property submitted to the common use and enjoyment of Owners for control by the Association.

Section 6. "Architectural Guidelines" shall mean and refer to those certain guidelines, regulations and procedures set forth in the Architectural Guidelines as prepared by the Declarant and as modified or amended from time to time by the Declarant or the Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A: Class A shall be the Owners (with exception of Declarant) who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the

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Owners thereof, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: The only Class B member shall be Declarant, which shall be entitled to three votes for each Lot owned in the Subdivision and any additions or phases thereto. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals or exceeds the total 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, addition thereto and/or phase thereof being recorded, etc.) with the results that the total votes outstanding in Class A membership would not equal or exceed the total votes outstanding in Class B membership, the Class A membership shall thereupon be reinstituted until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership.

Section 3. Notwithstanding the rights of Owners to vote, the Declarant and Declarant's successors and assigns shall have the absolute right to annex additional property as is more fully described in Article VIII, hereinbelow.

ARTICLE III

ARCHITECTURAL CONTROL

A. **Land Use and Building Type.** Each individual Lot shall be used and occupied for residential purposes only. Only one residence shall be constructed on one or more Lot or Lots.

B. **Licensed Contractor to Construct Dwellings.** No dwelling shall be constructed or altered by anyone other than a licensed contractor (state or local). Provided, however, that an Owner may build his own home with approval of the Architectural Review Board. All licensed contractors shall be approved by the Architectural Review Board.

C. **Minimum Square Footage.** Each residential structure erected on any Lot in the subdivision shall contain a minimum square footage of 1,600 square feet of habitable living area.

D. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may become an annoyance or nuisance to the neighborhood.

E. **Fences.** All fences to be constructed shall be of brick or wood material and shall not exceed six (6) feet in height and must be approved by the Architectural Review Board. No fence or wall may be constructed and no hedge planted nearer to the front lot line than the front

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of the residential structure, nor, if a corner lot, nearer to the side street than the side of the residential structure. This restriction does not apply to any growing fence or hedge which does not exceed four (4) feet in height.

F. Animals and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept; provided, however, that they are not kept, bred or maintained for any commercial purpose, and that they are not kept in such numbers as to be an annoyance or nuisance to other owners in the Subdivision, and that they are not permitted to run at large and shall be under positive control at all times.

G. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

H. Signs. No signs shall be placed on the Common Area other than one sign identifying the subdivision and signs of the Declarant advertising lots for sale. No sign of any kind shall be displayed to the public view on any Lot except one sign of reasonable size and not exceeding 2'X4' advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period. No signs advertising model houses, or other houses shall be displayed. No streamers, business or other types of sales items should be used. The foregoing restriction shall not preclude the erection of larger signs by the Declarant during the time of its development and marketing of Lots.

I. Easements. Easements for installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

J. Oil, Gas and Minerals. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Lot.

L. Laws. All federal laws, laws of the State of Florida, laws of Escambia County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewerage disposal, water supply, sanitation and land use are incorporated herein and made a part hereof.

M. Public Health and Sanitation. In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may be benefitted by a decrease in hazards of pollution and for protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no owner or occupant of any lot in the Subdivision shall use such lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewerage, or other materials which might tend to pollute said water.

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N. Landscaping. All Lots shall have the front yards completely sodded to the curb. All corner lots should have the front and side yards completely sodded to the curb. All garbage containers shall be placed in a nonvisible area at all times, except when being serviced for pickup.

O. Garages, Storage and Motor Vehicles. Every residential structure constructed shall contain, at a minimum, a double garage. In addition, each residential structure shall contain adequate provision for the parking and/or storing of automobiles, boats, trailers, campers, motorcycles, motorbikes and all other like vehicles and equipment. No trailers, mobile homes, campers, motorbikes, motorcycles, motorscooters, boats, boat trailers, house trailers, tractors or commercial vehicles of any kind, or any other vehicles, if stored on a Lot shall be kept in a closed garage or storage space so as to not be observable by other Owners.

P. Excavation, Elevation and Drainage. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole of any kind be dug, except wells for lawn irrigation purposes. No elevation or topography changes shall be permitted on any Lot which materially affect the surface grade or drainage on said Lot or any adjoining Lot.

Q. Maintenance and Repair. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of the building or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. All Lots and buildings shall be maintained in a neat, clean and well kept condition. In the event of an Owner's failure to properly maintain or repair in accordance with the requirements of this section, following written notice thereof from the Association to such Owner of its intention, the Association shall be authorized to enter upon the property to accomplish such maintenance or repair, the expense of which shall then be recoverable by the Association by special assessment or other legal means.

R. Utilities. All electrical service, telephone lines, television cables and similar items shall be placed underground and no exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any Lot which are visible from the road.

S. Clotheslines, etc. No clothesline or drying yard shall be located upon a Lot.

T. Mailboxes. Mailboxes shall be designed in a manner keeping with the design of the house and are further subject to approval by the Architectural Review Board.

ARTICLE IV

ARCHITECTURAL REVIEW BOARD

No residential structure, fence, wall, landscaping, driveway, sidewalk or other structure or improvement of any nature whatsoever shall be commenced, placed or altered on any Lot until

the design, location, plans, specifications, and plot plan showing the location of such building has been approved in writing as to the quality of workmanship and materials, harmony of exterior design with the requirements of these restrictions, and with the existing structures and locations with respect to topography and finished grade by a majority vote of the Architectural Review Board (ARB) comprised of Donald Brantley and Randy Knepper, or their successors and assigns. Should Donald Brantley or Randy Knepper die, resign or otherwise become unable to serve as a member of the ARB, for any reason whatsoever, the remaining member(s) shall appoint a successor member to the ARB. The members of the ARB shall not receive any compensation for services rendered and performed pursuant to this covenant. The ARB shall have the right to designate an Architect who shall act as Architectural Review Representative (ARR) to perform the discretionary services of the ARB. The ARR shall be entitled to a fee for his or her professional services with such fee to be the responsibility of the Owner seeking approval for his or her plans. The ARR shall have the absolute right and discretion to determine, in his professional judgment, whether the plans meet the covenants contained herein and the Architectural Guidelines. If said design, location, plans, specifications and plot plan have not been approved or disapproved within thirty (30) days after they have been submitted in writing, or in the event, no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot by acceptance of a deed thereof, 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, (b) any special assessments for capital improvements, (c) any assessments for the payment of cable service, and (d) special assessments imposed upon an individual Owner for repair or maintenance necessitated by the willful or negligent act of the Owner, his family, or their guests, tenants or invitees, such assessments to be established and collected as hereinafter provided. The assessments referenced above, 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 also be the personal obligation of the Owner of such Lot at the time when the assessment becomes due. Notwithstanding anything in this Declaration to the contrary, the Declarant shall not be liable for any of the assessments set forth herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, repair, insurance, management, care, maintenance and utilities payments for any Common Area, any property owned by the Association or any public property adjacent to or in the same general locality as the Subdivision. The Association shall have the obligation to maintain the Common Area and shall pay all ad valorem property taxes assessed upon them. The Association may fund a reserve of

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such sums as it determines in good faith as are necessary and adequate to make periodic repairs and improvements to any Common Area.

Section 3. Annual Assessments. Until December 31, 1998, the maximum annual assessment shall be \$100.00 per Lot, following conveyance to an Owner.

- A. From and after December 31, 1998, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the potential maximum assessment by a vote of at least a majority of the voting interest present, in person or by proxy, at a meeting duly called for this purpose.
- B. The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- C. Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon the Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

The sole exception to the foregoing shall be in the event of maintenance or repair cost necessitated by the willful or negligent act of an Owner, his family or their guests, tenants or invitees, that occasions an increased assessment to a particular Owner. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the Board of Directors may establish. Initially, such assessments shall be prepaid annually.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, 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 cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any assessment shall have the assent of at least a majority of the voting interest present, in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this article shall be sent by United States Mail, postage prepaid, to all Owners (as of thirty (30) days prior to the date of mailing such notice) not less than ten (10) days nor more than sixty (60) days in advance of this meeting. At the first such meeting called, the presence of members or of proxies entitled to cause thirty percent (30%) of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-third of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Quarterly Assessment Periods and Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot from the Declarant. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments have been paid on a specified Lot.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. 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. 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 the Common Area, or the facilities located thereon owned by the Association or abandonment of his Lot.

Section 9. Subordination or Assessment Lien to First Mortgages. The lien of the 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 an Owner shall fail (after thirty (30) days written notice from the Association or the ARB sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the ARB may 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 building 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 (30) days after written demand therefore), 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.

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ARTICLE VI

COMMON AREA

Section 1. Maintenance of Common Area. The Association shall be responsible for the maintenance of the Common Area, and all facilities and improvements located thereon as well as for the maintenance of all streets, roads and retention areas pending acceptance by the county of the maintenance of such improvements.

Section 2. Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall run with the Lot, subject to the following provisions:

- A. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any facilities situated upon the Common Area for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- B. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners entitled to cause two-thirds of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than thirty (30) days and no more than sixty (60) days in advance; provided, however, that for a period of five (5) years from date of recording this Declaration, Declarant may, without action of the Association, dedicate to the public any stormwater drainage system or retention pond and/or grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Area which Declarant, in its sole discretion, deems appropriate.
- C. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Area and facilities, and in aid thereof, to mortgage said property, but the rights or said mortgage in said properties shall be subordinate to the rights of Owners hereunder; and
- D. The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of any of the Common Area by published rules and regulations.

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Section 3. Delegation of Use. Subject to the provisions of Section 2 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Area and facilities situated thereon to the members of his family, guests, tenants, contract purchasers who reside on the property, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner and deliverymen.

Section 4. Grant/Reservation of Easements.

- A. Grant of Easement for ingress and egress of Owners. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to the roads situated upon the Common Area under each and all Owners (including the owners of any other properties submitted to Association control).
- B. Grant of Easement for enjoyment of Common Area. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress for use and enjoyment of the Common Area with the right to use, subject to the rules and regulations created by the Association, any and all amenities situated thereon.
- C. Grant of Easement for emergency personnel, etc. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to the Common Area unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies.
- D. Reservation of easement for sale and development. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to the Common Area and all streets within the Subdivision for purposes of construction thereon and thereabout of improvements, sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Lots within the Subdivision as well as any other properties developed by Declarant, and/or its successors or assigns.
- E. Reservation of easement for retention area. Declarant does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to that certain property described in the plat of the Subdivision as "retention area," and which is designated as a drainage easement. This property shall be used as a greenbelt area and no improvements of any kind shall be created on said greenbelt area other than those improvements which may be required by a governmental body to, for example, facilitate drainage or preserve the wetlands.
- F. Reservation of non-access easement. Notwithstanding anything to the contrary in this Declaration, Declarant, for itself, its successors and assigns, does hereby

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reserve a three (3) foot perpetual nonaccess easement in and to the property encompassing the perimeter of the property described in the attached Exhibit "A." Such easement shall be void and shall have no force or effect where the perimeter crosses the entrance road of Meyer Way adjacent to where Meyer Way intersects with Jernigan Road, otherwise it shall remain in force. Such easement shall be non-exclusive with respect to other easements or rights specifically set forth herein. However, no roads, roadways, drives, driveways, utilities, sewer or the like shall encumber, cross or utilize the said property without the written consent of the Declarant. Declarant, however, shall have the absolute right to terminate this easement as to any portion of the property encumbered thereby. Additionally, the Declarant shall have the right to use a lot for use as a street or road.

- G. Reservation of easement for encroachments. If any utilities equipment, roadway, fence, gate equipment or area constructed by the Declarant shall encroach upon any Lot, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.
- H. Reservation of easement for utilities. Whenever sanitary sewer, water, electricity, cable television, telephone lines, or connections are installed within the property, which connections or lines or any portions thereof lie in or upon a Lot or Lots, the Owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such Lot or to have the utility companies enter upon the Lots upon which said connection or liens or any portions thereof lie or are located, to repair, replace, and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections are installed within the property, which connection or lines serve more than one Lot, the Owner of each such Lot served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serves his house, and such Owner shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned, unless, however, one of such Owner causes damage to the commonly used facility, in which event that Owner shall be responsible for the repair thereof.

ARTICLE VII

INSURANCE

Section 1. Association Authorized to Insure. The Association may purchase insurance to provide the following described coverages:

- (a) Liability Insurance. Comprehensive general liability insurance coverage covering all the Common Area. Coverage under such policies may include, without

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limitation, legal liability of the insured for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of law suits related to employment contracts of the Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the Owners as a group or an association to an individual Owner.

- (b) Fidelity Bonds. Fidelity bonds may be required to be maintained by the Association for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds shall also be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bond coverage shall be based upon best business judgment and shall not be for less than the estimated maximum of funds, including reserve funds, in the custody of the Association, as the case may be, at any given time during the term of each bond.

Section 2. Premiums. Premiums upon insurance policies purchased by the Association are a common expense.

ARTICLE VIII

ADDITIONAL PHASES

Notwithstanding anything in this Declaration to the contrary, Declarant and Declarant's successors and assigns, but none other, shall have the absolute right to annex other real property into the Subdivision by developing additional phases of the Subdivision. In the event additional phases are developed by Declarant or its successors or assigns, then the lot Owners of the additional phases shall become members of the Association with all rights and privileges of membership in the Association which Owners enjoy including, but not limited to, the right to use of all of the Common Areas. Also, the common area of the new phase of the subdivision shall become Common Area hereunder and shall be maintained as set forth herein. The provisions in this Article may not be amended by the Association.

ARTICLE IX

GENERAL PROVISION

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event that the Declarant, Owner

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or the Association shall commence any such proceedings and prevail in such undertaking regarding the enforcement and upholding of such restrictions, conditions, covenants, reservations, liens and charges, then, in that event, the party against whom such action has been brought shall be responsible to pay the Association a reasonable attorney's fee for the bringing of such action. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners, and thereafter by an instrument signed by not less than sixty-seven percent (67%) of the Owners. Any amendment must be recorded in the official records of Escambia County, Florida.

Section 4. FHA/VA Requirements. As long as there is a Class B membership, the following actions must conform with existing rules of the Federal Housing Administration or the Veterans Administration or other applicable federal housing or lending agency rules: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Lender's Notice. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot and Block number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible insurer or guarantor, as applicable;
- B. Any delinquency in the payment of assessments or charges owed by an Owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.
- C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- D. Any proposed action which would require the consent of a specified percentage of mortgage holders.

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Section 6. Availability of Records and Other Documents. The Association shall make available to any Owner, any mortgagee, or any insurer or guarantor of any first mortgage, current copies of this Declaration, and the Articles of Incorporation of the Association. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Additionally, any mortgagee or insurer or guarantor of a first mortgage shall be entitled, upon request, to an audited financial statement for the immediately preceding fiscal year. In the event such financial statement is requested, the same shall be furnished within a reasonable time following such request and provided the person requesting such information reimburses the Association for the photocopying charges associated therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 23 day of January, 1998.

Witnessed by:

BRANTLEY-KNEPPER DEVELOPMENT, INC.,
a Florida corporation

Linda G. Isaac
Print Name LINDA G. ISAAC

By: Randolph L. Knepper
Randolph L. Knepper, President

Falinda G. McClung
Print Name Falinda G. McClung

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 23rd day of January, 1998, Randolph L. Knepper, President of BRANTLEY-KNEPPER DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.

Falinda G. McClung
NOTARY PUBLIC

Brantley\Restrict.cov



Falinda G. McClung
My Commission CC562414
Expires Feb. 14, 2000

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EXHIBIT 'A' -

LEGAL DESCRIPTION:

A PORTION OF LOTS 1, 2, & 3 OF THE SUBDIVISION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS RECORDED IN DEED BOOK 'P', PAGE 375, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND A PORTION OF LOT 19 OF THE SUBDIVISION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS RECORDED IN DEED BOOK 2, PAGE 90, OF SAID RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 OF THE SUBDIVISION OF THE SOUTH HALF OF SECTION 20, THENCE SOUTH $81^{\circ} 03' 27''$ EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTION 20 FOR 1890.40 FEET; THENCE SOUTH $09^{\circ} 49' 34''$ WEST FOR 1114.20 FEET TO THE CENTERLINE OF OLIVE ROAD (NO R/W); THENCE NORTH $85^{\circ} 24' 23''$ WEST FOR 80.33 FEET ALONG SAID CENTERLINE; THENCE NORTH $09^{\circ} 49' 34''$ EAST FOR 221.19 FEET; THENCE NORTH $82^{\circ} 10' 18''$ WEST FOR 458.58 FEET; THENCE SOUTH $08^{\circ} 49' 42''$ WEST FOR 246.59 FEET TO THE CENTERLINE OF OLIVE ROAD (NO R/W); THENCE NORTH $85^{\circ} 24' 23''$ WEST ALONG THE CENTERLINE OF OLIVE FOR 576.61 FEET; THENCE NORTH $03^{\circ} 34' 38''$ WEST FOR 277.35 FEET; THENCE NORTH $45^{\circ} 27' 58''$ WEST FOR 535.66 FEET; THENCE NORTH $09^{\circ} 41' 52''$ WEST FOR 32.04 FEET; THENCE NORTH $44^{\circ} 32' 02''$ EAST FOR 96.27 FEET; THENCE NORTH $45^{\circ} 27' 58''$ WEST FOR 97.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE ($\Delta=29^{\circ} 45' 02''$, $R=75.00'$) FOR AN ARC DISTANCE OF 38.94 FEET TO A POINT OF TANGENCY; THENCE NORTH $15^{\circ} 42' 56''$ WEST FOR 226.51 FEET; THENCE NORTH $81^{\circ} 03' 27''$ WEST FOR 89.55 FEET; THENCE NORTH $40^{\circ} 41' 40''$ WEST FOR 39.38 FEET; THENCE NORTH $09^{\circ} 49' 34''$ EAST FOR 189.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.10 ACRES, MORE OR LESS, AND SUBJECT TO A 50 FOOT WIDE MAINTENANCE CLAIM ALONG THE SOUTH SIDE OF LOTS 1, 2, & 3 IN SECTION 20 THEREOF.

OR BK 4228 PG1410
Escambia County, Florida
INSTRUMENT 98-461985

EXHIBIT "B"

A PORTION OF LOT 3, OF THE SUBDIVISION OF THE SOUTH ½ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 30 WEST, JAMES WILKINS GRANT AS RECORDED IN DEED BOOK P, AT PAGE 375 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF THE SUBDIVISION OF THE SOUTH ½ OF SECTION 20; THENCE S 81° 03' 27" EAST ALONG SAID NORTH LINE OF THE SOUTH ½ OF SECTION 20 FOR 1810.40 TO AN EXISTING FENCE COMMONLY ACKNOWLEDGED AS THE EAST LINE OF LOT 3; THENCE SOUTH 09° 49' 34" WEST ALONG SAID FENCE LINE FOR 700.08 FEET; THENCE NORTH 81° 03' 27" WEST FOR 3.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09° 49' 34" WEST FOR 1.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE ($\Delta = 89^\circ 06' 59"$, $R=3.00'$) FOR AN ARC DISTANCE OF 4.67 FEET TO A POINT OF TANGENCY; THENCE NORTH 81° 03' 27" WEST FOR 80.25 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE ($\Delta = 90^\circ 53' 01"$, $R=3.00'$) FOR AN ARC DISTANCE OF 4.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 09° 49' 34" EAST FOR 2.00 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE ($\Delta = 89^\circ 06' 59"$, $R=3.00'$) FOR AN ARC DISTANCE OF 4.67 FEET TO POINT OF TANGENCY; THENCE SOUTH 81° 03' 27" EAST, FOR 80.25 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE ($\Delta = 90^\circ 53' 01"$, $R= 3.00'$) FOR AN ARC DISTANCE OF 4.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09° 49' 34" EAST FOR 1.00 FEET TO THE POINT OF BEGINNING.

RCD Mar 03, 1998 01:21 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-461985