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DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS OF
GRAND POINTE, PHASE II

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** OFFICIAL RECORDS **
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DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS OF
GRAND POINTE, PHASE II

STATE OF FLORIDA

COUNTY OF SANTA ROSA

THIS DECLARATION, made on the date hereinafter set forth, by William R. Meek, President of Grand Pointe, Inc., 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:

GRAND POINTE, Phase II, a subdivision of a portion of Section 36, Township 2 South, Range 29 West, Santa Rosa County, Florida, according to the Plat thereof recorded in Plat Book 6 at page 23 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 Grand Pointe Development 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 any improvements, fixtures or tangible personal property relating thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the recording the conveyance of the first lot by the Grantor is the area shown on the Plat and which is designated as Parcel B (Private Park). The Association will be responsible for maintaining said Common Area (see Landscaping Maintenance, Article IV, Section 10).

Section 3. "Development." The Grantor owns other acreage in Section 36, Township 1 South, Range 29 West, Santa Rosa County, Florida and contemplates developing a substantial portion thereof (but not necessarily all) as sequentially numbered residential subdivisions (Grand Pointe, Phase III, Phase IV, etc.) with substantially the same covenants, restrictions, and conditions applicable to each. "Development" shall initially mean and refer to Grand Pointe, Phase I and Phase II. 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 Grand Pointe Development 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 subdivision 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.

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 Grand Pointe which is recorded in Plat Book 6 at page 23 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 Grand Pointe, Phase II.

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 in Phase II.

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

CLASS A. Class A members shall be the Owners (with the exception of the Grantor) of all Lots (including any subsequently annexed lots). Class A Owners shall not be entitled to vote until the first to occur of: (1) that date when Grantor no longer owns any Lots (including any subsequently annexed lots); or (2) the date

five (5) years after this Declaration is recorded. At that time (or such earlier date as Grantor, in its sole discretion, shall irrevocably determine as evidenced by an instrument recorded in the public records of Santa Rosa County, Florida), each Lot shall be entitled to one vote. 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 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, successors or assigns, or (c) any successor(s) in interest to Grantor who has been named by the Grantor, its legal representatives, successors or assigns, 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 four (4) votes for each Lot owned (including lots annexed from time to time). The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; provided, however, that if, after conversion of the Class B membership to Class A membership, there are additional Lots annexed with the result that the total votes outstanding in the Class A membership would not equal or exceed the total votes outstanding in the 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, storage shed, play houses, landscaping, 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.

Section 2. Architectural Control Board Membership. The Architectural Control Board shall consist of three (3) members, who shall originally be William R. Meek, John S. Carr and Thomas W. Sylte. Upon occurrence of a vacancy on the Architectural Control Board, or in the event a member of the Board cannot or does not continue to serve, then a new member of the Board, who need not be an Owner, shall be appointed to serve. A member of the Architectural Control Board may be removed by two-thirds (2/3) vote of the Board of Directors of the Association. Appointment of a new

member to the Architectural Control Board shall be made by the members then serving on the Board, and if there be no members then serving on said Board, new members of the Board shall be appointed by the Board of Directors of the Association. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this Declaration; provided, however, that the Architectural Control Board shall have the right to charge a modest fee (not to exceed \$250.00) for review of plans and specifications submitted in accordance with this Article, such fee will be used to reimburse the Architectural Control Board for its out-of-pocket expenses, including employment of any professional advisors. All decisions of the Architectural Control Board shall be by majority vote. Decisions of the Architectural Control Board shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, uniform carriage light poles, garage doors, location in relation to surrounding structures and topography, the type, kind and character of building, structure and other improvements, and aesthetic qualities in general.

Section 3. Construction Plans. All construction plans shall be thorough and complete; include all elevations; reflect all exterior material types, design and color; and shall be accompanied by a complete landscape plan for the entire lot.

Section 4. Inspection During Construction and Prior to Occupancy. The Architectural Control Board, or their representative, shall have the right to inspect the Owner's property and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Control Board. Failure of an Owner to comply with the provisions of this Article III, or failure of an Owner to carry out construction in accordance with the provisions of this Article III, shall subject such Owner to the sanctions provided for in Section 1 of Article VII.

Section 5. Assignment of the Association. The Grantor, its legal representatives, administrators, successors or assigns 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

The following restrictions and guidelines will be observed and adhered to in substantially all situations. However, the Architectural Control Board is hereby vested with the authority to

grant in writing waivers and variances from any of the following restrictions utilizing the same standards of review as those set forth in Article III, Section 1, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the neighborhood as a whole, and, that same is consistent with a first-class single family residential subdivision contemplated hereby. Neither the Architectural Control Board, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1. Use. All Lots shall be occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character.

All garages, storage areas, porches, patios, enclosed swimming pools and other structures shall be connected to the residential building and all such structures shall be located within the setback lines.

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 2400 square feet, and no residential structure with more than one story shall have a habitable ground floor area of the main residential structure of less than 1200 square feet and a total habitable floor area of less than 2400 square feet.

Section 3. Lot Setbacks.

A. Front: No structure shall be located nearer than 25 feet to the front lot line, except that structures on corner Lots shall not be required to be set back more than 15 feet from each side lot line.

B. Rear: No structure shall be located nearer than 30 feet to the rear lot line.

C. Side: No structure shall be located any nearer than 8 feet from any side lot line or 25 feet from the street with respect to corner lots. The 8 foot side lot line setback may be waived by the Architectural Control Board provided a written consent to such waiver, executed in recordable fashion by each of the adjoining property owners, is received by the Architectural Control Board.

D. No driveway shall be located nearer than 3 feet from any side lot line and 30 feet from the rear lot line.

E. In the event of any conflict between these setback distances and those reflected on the Plat, the Plat setback distances shall control.

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. 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 or vans with eight (8) foot high garage doors. Except as otherwise approved in advance by the Architectural Control Board, the entrance to all garages shall face the side lot line.

Section 6. Driveway and Sidewalk Construction. All driveways shall be constructed of concrete with a minimum width of ten (10) feet and a maximum width of sixteen (16) feet. All driveways will be constructed in a manner that will not alter the requirements of the storm drainage system construction for the Development.

A five (5) foot wide concrete sidewalk will be constructed in accordance with Santa Rosa County's sidewalk guidelines at the time the driveway is being built. It is to be constructed in the right of way immediately adjacent to the property line of the Lot. On corner Lots it will also be built along the side street and at the corner a handicap ramp to street level is required.

All curbs must be cut before being removed to construct driveways and handicap ramps, and shall be repaired in a neat and workmanlike manner.

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. "Adequate Space" shall be approved by the Architectural Control Board prior to construction.

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, shall only be parked overnight and are to be stored out of the Subdivision.

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 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. An irrigation system shall be installed for the front and side yards and in all locations where sodding is required.

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 the 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.

The Association will be responsible for maintaining the landscaping and sprinkler systems to be installed by the Grantor, which will be owned by the Association. The common area designated as Parcel B (Private Park) will be maintained by the Association.

Section 11. 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 (3) feet in height. Any fence or wall facing any street shall be constructed or improved such that both sides are "finished."

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 shown on the Subdivision Plat. Any such city or state requirement shall override the terms and conditions of these restrictive covenants.

Section 12. 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 materials or framed in wood and similar in design and style to the residence on said Lot, shall measure no greater than two (2) feet in width and two (2) feet in length, and shall be approved in writing by the Architectural Control Board or the Architectural Review Representative prior to its construction.

Section 13. 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 and/or security company 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. Security signs can be used subject to Architectural Control Board approval.

Section 14. Garbage and Trash Receptacles. All garbage and trash receptacles must be enclosed by an appropriate structure, or otherwise concealed from view in an effective manner, at the residential structure. Curb side placement of garbage and trash receptacles shall be limited to reasonably short durations of a few hours to accommodate scheduled curb side pickup.

Section 15. Game and Play Structures. All swing sets, tree houses, platforms and any other fixed game or play structures of a like kind or nature, shall be located in the center portion of the rear yard no closer than 30 feet to the rear property line and shall not be located within any setback areas. All such structures must be approved in writing by the Architectural Control Board prior to start of construction or placement.

Section 16. Antennas and Satellite Dishes. No visible outside antennas, satellite systems, poles, masts, windmills or towers shall be erected on any Lot. No radio transmitting equipment shall be erected on, or operated from, any Lot in the Subdivision.

Section 17. 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. No such device shall be affixed to the front or front roof area of any structure. 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. 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 building 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. After construction is complete all such structures shall be prohibited.

Section 19. Outdoor Cooking. All outdoor cooking, including permanent or portable bar-b-que grills, shall be screened from view from the front lot line.

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. All animals will be on a leash as per county regulations when off the Owner's premises.

Section 21. Clotheslines. No outside clotheslines will be permitted on any Lot.

Section 22. Resubdivision. Two or more adjacent Lots may, with the approval of the Architectural Control Board, be resubdivided into a lesser number of residential sites provided that the square foot area of each resubdivided residential building site equals or exceeds the square foot area of the smallest Lot which is resubdivided. In such a case, the perimeter of the thusly resubdivided Lots (in lieu of the pre-existing lot lines) shall be utilized for determining setback requirements and the like. In the event of such resubdivision (which said resubdivision need not necessarily be accomplished by formal platting of the Lots thusly resubdivided), the Architectural Control Board may take into consideration the thusly increased land area and shall, notwithstanding the other restrictions and guidelines contained in this Article IV indicating the contrary, be authorized to allow additional structures (such as a guest house, servants quarters and the like) and such other waivers and variances from the provisions of this Article IV which the Architectural Control Board deems appropriate, provided same do not adversely impact on the aesthetic qualities of the thusly resubdivided Lots, the Grand Pointe Subdivision as a whole, and provided that same is consistent with a first-class single family residential subdivision. The preceding sentence is not intended to leave the inference that the Architectural Control Board does not have the power and authority to grant variances and waivers of other appropriate cases, but rather is intended to simply make it clear that in the case where residential building sites result from such a resubdivision, it is foreseeable that numerous variances and waivers might properly be granted. No such resubdivision or combination of multiple Lots shall result in a diminution of the number of Lots subject to the assessments provided for elsewhere herein. If three Lots are resubdivided into two, assessment fees will be one and one half (1 1/2) the normal.

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 accepted by the governing utilities authority.

Section 25. Utilities Easement. 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 requirement 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 (9) months from the date of first ground breaking.

Section 29. Basketball Goals. No outside basketball goals shall be erected on any lot unless hidden from view from the front lot line, and on corner lots shall be in the rear and center on the house. They may not be within thirty (30) feet of the rear lot line.

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 damage to subdivision improvements, including Common Areas, entrance walls, curbs, roadways, or utilities, etc. 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 unless specific written approval is obtained from the Architectural Control Board. This section shall not be construed to authorize or permit any professional or home industry in

violation of the zoning laws of the City of Gulf Breeze, Florida, and/or Santa Rosa County, 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 of 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 covenants, 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 attorney's fee.

ARTICLE V--ASSESSMENTS

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

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of any Common Area, including the playground or any real property owned by the Association or public property adjacent to, or in the vicinity of the Lots and Common Areas (including, but not limited to, lawn and landscaping maintenance, street light expense and utility charges relating to such matters) and subdivision security. The Association shall have the obligation to maintain the Common Areas and shall pay all ad valorem real property taxes assessed upon it, as well as any other fees, levies, assessments, taxes or the like that might be imposed, assessed

and/or levied. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the Common Areas.

Section 3. Maximum Annual Assessments. Until January 1, 1997 the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

A. From and after January 1, 1995, the maximum annual assessment may be increased each year by not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1, 1997, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds of the Owners then entitled to voting rights in accordance with Article II, Section 2, and who are voting in person or by proxy, at a meeting of the members of the Association duly called for this purpose.

C. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

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, improvement or maintenance upon any Common Area or any real property owned by the Association, public property adjacent to or in the vicinity of the Common Areas or any of the Lots, landscaping, special signage and street lights; provided that any such assessment shall have the assent of two-thirds of the votes of Owners who are then entitled to voting rights in accordance with the provisions of Article II, Section 2, and who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Segregation of Funds. Funds collected by the Association from the annual assessments and any special assessment pertaining to special matters shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required as aforesaid, there need be no physical division of such funds and same may be held in a consolidated account in which each separate fund shall have an undivided interest.

Section 6. Notice and Quorum for any Action Authorized under Section 3, 4 or 5. Written notice of any meeting of Owners called for the purpose of taking any action authorized under Section 3, 4 or 5 of this Article shall be sent by United States mail, postage prepaid, to all affected Owners of record (as of ninety (90) days prior to the date of mailing such notice) not less than fifteen (15) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast 60% of all the votes of the affected membership shall constitute a quorum. A quorum at a subsequent meeting shall be one-third of the required quorum of

the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. The annual assessments and special assessments pertaining to all matters shall be fixed at a uniform rate for all Lots; provided, however, notwithstanding any other provision elsewhere contained in this Declaration, Grantor shall never be obligated to pay any annual assessment for any Lots owned by it.

Section 8. Assessment Periods and Due Dates. 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 (except for the year 1994, when the Board of Directors of the Association may fix the amount of the first annual assessment at any time prior to December 31, 1994. Written notice of the annual assessment shall be mailed to every affected Owner. The Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for 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 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 its issuance.

Section 9. Effect of Nonpayment of Assessment; Remedies of the Association. Any annual or special assessment not paid within fifteen (15) days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from such date at the highest legal rate per annum. 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 and obligate the Owner to pay 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 nonuse of any Common Areas or abandonment of his Lot. Reasonable legal fees and costs shall be paid by Owner to the attorney for the Association. Legal fees and costs shall constitute a lien against the Lot.

Section 10. Subordination of Assessment Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which is 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 become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lots from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Maintenance. In the event an Owner shall (after thirty (30) days written notice from the Association sent by United

States Mail, (postage prepaid) construct improvements on a Lot without prior approval of the Architectural Control Board (as herein established), or shall fail to implement any construction in accordance with plans previously approved by the Architectural Control Board or shall fail to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion as otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of 2/3 vote of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or any improvements erected thereon. The cost of such corrective action, together with interest at the maximum rate then allowed by law (if not paid with ten (10) 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 such Owner at the time such corrective action 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 Association may charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area;

B. The Association may, in accordance with its articles and bylaws, borrow money for the purpose of improving and maintaining the Common Areas and facilities;

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

D. The Association may 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 provisions 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 or 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.

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 charges imposed by the provisions of this Declaration against any Owner or Owners violating or attempting to violate any such covenant, restriction, condition or provisions, 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 attorney's 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 itself, its legal representatives, administrators, and specifically designated successors), 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 benefits 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, shall so change the existing restrictions. Said document shall be properly recorded and made a part of the original Declaration.

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, the 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 against any Owner or any other person or entity for any violation of the covenants, restrictions and conditions herein contained.

IN WITNESS WHEREOF, the Grantor, in pursuance of due and proper action, has executed these presents, causing its name to be signed by its president, on this 25th day of September, 1996.

Signed, sealed and delivered
in the presence of:

GRAND POINTE, INC.
a Florida corporation

B. C. Bradley
B. C. Bradley

BY: William R. MEEK
WILLIAM R. MEEK, President

Linda Aligood
Linda Aligood

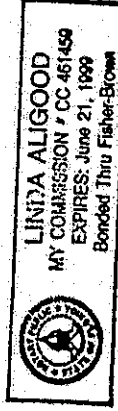
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of September, 1996, by WILLIAM R. MEEK, as President of Grand Pointe, Inc., a Florida corporation. WILLIAM R. MEEK is:

X personally known to me; or

_____ who produced _____ as identification.



Linda Aligood
NOTARY PUBLIC
Typed Name: Linda Aligood
Commission Expires: 06-21-99
Commission No.: CC461459