

57.00

Prepared by:
THOMAS G. VAN MATRE, JR., of
Taylor & Van Matre, P.A. ✓
4300 Bayou Boulevard, Suite 16
Pensacola, Florida 32503

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by G. J. & R. INVESTMENTS, a Florida General Partnership, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the present owner of the following described property in Escambia County, Florida:

Commence at the Northeast corner of Lot 7, Section 14, Township 1 South, Range 30 West, Escambia County, Florida; thence go South 00 degrees 59 minutes 16 seconds West along the East line of said Section a distance of 8.38 feet to the Point of Beginning; thence go South 89 degrees 25 minutes 27 seconds East a distance of 342.67 to the Northwesterly right of way line of Ferry Pass Highway, State Road Number 291 (80' R/W); thence go South 24 degrees 08 minutes 08 seconds West along said right of way line a distance of 263.64 feet; thence go North 89 degrees 25 minutes 27 seconds West a distance of 264.81 feet; thence go South 00 degrees 34 minutes 33 seconds West a distance of 242.00 feet; thence go South 20 degrees 55 minutes 20 seconds West a distance of 100.35 feet; thence go North 89 degrees 12 minutes 26 seconds West a distance of 132.04 feet; thence go North 76 degrees 14 minutes 56 seconds West a distance of 473.33 feet; thence go North 00 degrees 56 minutes 49 seconds East a distance of 140.00 feet; thence go North 39 degrees 05 minutes 06 seconds West a distance of 242.00 feet; thence go North 00 degrees 56 minutes 49 seconds East a distance of 346.28 feet; thence go South 89 degrees 25 minutes 27 seconds East a distance of 902.07 feet to the Point of Beginning.

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The above described parcel of land is situated in Sections 14 and 16, Township 1 South, Range 30 West, Escambia County, Florida, and contains 11.896 acres.

NOW, THEREFORE, Declarant hereby declares that its interest in all of the property 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 said property 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 SHOAL CREEK VILLAS OWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any townhome unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean such real property as controlled by the Association for the common use and enjoyment of the owners. The Common Area presently designated to be held by the Association is described as follows:

Commence at the Northeast corner of Lot 7, Section 14, Township 1 South, Range 30 West, Escambia County, Florida; thence go South 00 degrees 59 minutes 16 seconds West along the East line of said Section a distance of 8.38 feet; thence go North 89 degrees 25 minutes 27 seconds West a distance of 902.07 feet; thence go South 00 degrees 56 minutes 49 seconds West a distance of 346.28 feet; thence go South 89 degrees 05 minutes 06 seconds East a distance of 242.00 feet to the Point of Beginning; thence continue South 89 degrees 05 minutes 06 seconds East a distance of 12.81 feet; thence go North 00 degrees 34 minutes 33 seconds East a distance of 187.78 feet; thence go South 89 degrees 25 minutes 27 seconds East a distance of 15.00 feet; thence go South 00 degrees 34 minutes 33 seconds West a distance of 110.00 feet; thence go South 89 degrees 25 minutes 27 seconds East a distance of 299.00 feet; thence go South 00 degrees 34 minutes 33 seconds West a distance of 294.44 feet; thence go North 76 degrees 14 minutes 56 seconds West a distance of 336.67 feet; thence go North 00 degrees 56 minutes 49 seconds East a distance of 140.00 feet to the Point of Beginning. The above described parcel of land contains 1.94 acres.

Section 5. "Parcel" shall mean and refer to each plot of land associated with each townhome unit constructed upon the above-described property. It is contemplated by Developer that eighty-five (85) townhouse units will be constructed upon said property with each parcel having street frontage.

Section 6. "Declarant" shall mean and refer to G. J. & R. INVESTMENTS, a Florida Limited Partnership, its successors, heirs and assigns.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easements of Maintenance and Enjoyment. Every Owner shall have a right to use any property

which may be controlled by the Association for access, maintenance, services, or other use, and said right shall be appurtenant to and shall pass with the ownership of said parcel.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas, if any, to the members of his family, his friends, his tenants or contract purchasers who reside on the property.

Section 3. Obligation to Dedicate. It is contemplated by the Developer that portions of the above-described real property will serve as streets and/or roads for ingress and egress to the various units and/or sanitary sewer easements and storm drainage easements. It is also contemplated by the Developer that the above-described real property will be recorded as a subdivision plat in the public records of Escambia County, Florida, and that a portion of the above-described real property which will serve as streets and/or sanitary sewer easement and storm drainage easement purposes will be dedicated to Escambia County, Florida. If and when said property is platted as a subdivision and said property is dedicated to Escambia County, Florida, any and all owners and any and all parties that might otherwise have an interest in the subject property, including mortgagees, shall be obligated to join in executing said plat and dedication, and any other action required to accomplish said plat and dedication. This obligation is conditioned upon no costs, expense and/or assessment being incurred and charged to said owners and other parties of interest in order to accomplish said plat recording and dedication.

Section 4. Easements. There is granted to each unit owner, including the Declarant, an easement over, across and/or under each parcel (unit #) for the following purposes:

(a) Storm water runoff from roofs or other structures.

(b) Any eave or other overhanging structure providing such structure shall not exceed two (2) feet beyond the common dividing line between owner's lots.

(c) Repair and maintenance to any exterior wall, party or dividing wall, eave, column or the like as may reasonably require temporary use of such adjoining owner's lot.

(d) Maintenance and repair of underground electrical, television cable, sewer lines and telephone lines serving each owner's unit.

In addition to the above easements, the owners of the center unit of each triplex located on the real property being subjected to these covenants, conditions and restrictions are granted an easement for ingress and egress over those portions of the real property being subjected to these covenants, conditions and restrictions which are two and one-half (2-1/2) feet either side of both side lines of each such triplex parcel. As used in this paragraph, the term "triplex parcel" shall mean those parcels of property resulting from combining the property of each of the three townhomes composing a triplex complex.

Use and exercise of such easement for any of the purposes stated above shall not result in costs and/or expenses to the owner over whose property the easement is being exercised unless for some reason the exercise directly benefits such unit owner. Additionally, in exercising said easement, only such portion of the subject property that is required to accomplish one or more of the above-stated purposes shall be encumbered and subjected to the easement created herein.

Notwithstanding anything contained in these restrictions either expressed or implied to the contrary, the use of any easement herein granted or reserved shall be subject to reasonable rules and regulations which shall be promulgated from time to time by the Association.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a townhome (Lot) which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on July 1, 1987.

(c) when, in its discretion, the Declarant so determines.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each townhome owned within the properties, hereby covenants, and each Owner of any townhome by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) 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 attorney's fees, if any, shall be a charge on the Owner's interest in the land and improvements and shall be a continuing lien on said interest in the

land and improvements against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in ownership of any interest in said property unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the owners and residents in the Properties, and for improvement and maintenance of the above-described storm water holding area, and for reasonable administrative costs. It is contemplated at this time that each townhome yard area will be left in its natural state without structures or other improvements being constructed or installed thereon. As to each townhome yard area, no construction or other improvement may be erected thereon without the written approval of two-thirds (2/3) of the townhome owners. However, this provision only pertains to those parcels of property which have townhome units constructed thereon.

Section 3. Maximum Annual Assessment. There shall be no assessment until the Class B Membership shall cease and be converted to Class A Membership as described in Article III above.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual 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 repair or replacement not covered by the annual assessments or by the insurance provided in Section 2 above. Any such assessment must have the consent of two thirds (2/3rds) of the votes of members who are voting 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 Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast seventy-five percent (75%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be fifty percent (50%) of the ownership.

Section 6. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the respective due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the ownership interest of the Owner in the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or by abandonment of the property.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage-holder. Sale or conveyance of any parcel shall not affect the assessment lien thereon. However, the sale, transfer or conveyance of any parcel pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

ARTICLE V. ARCHITECTURAL CONTROL

No modification or deviation from the original color scheme, modification or change or alteration to the exterior of the improvements or any other alteration visible from the outside shall be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. It is the intent to this article that the external appearances of the homes remain uniform, and that only minor changes, if any, will be approved. Failure of the Board or the committee to approve the request for changes within thirty (30) days after submission of the request shall be deemed to constitute a rejection of the request.

ARTICLE VI. USE RESTRICTIONS

Section 1. No townhome and land shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on the subject property other than the eighty-five (85) townhomes originally constructed by Declarant.

Section 2. Townhomes are to be kept in a neat and orderly manner. No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either temporary or permanently.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that one (1) dog, or one (1) cat may be permitted (but not both).

Section 5. No house trailer, camper, dune buggy, nor any other type vehicle except a family-type automobile, shall be parked or maintained on any permanent-type basis on the right-of-way or in front of any parcel.

Section 6. No fence shall be higher than six (6) feet and located nearer to the roadway or street than the rear of any townhome building.

Section 7. Party Walls. The following special covenants, restrictions and easements shall apply to all parcels in said subdivision:

(a) Dividing walls of adjoining residences erected on the premises described herein shall be common walls or party walls, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of maintaining each party wall shall be borne equally by the Owners on either side of said wall. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(c) In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then Owners shall, at joint and equal expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction.

(d) Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

(e) That each party shall permit the quiet enjoyment of the adjoining party in the party walls and will permit or commit no damage or destruction of the said party wall or of the foundation supporting the same and at all times shall give and grant to each adjoining party the right of full lateral support to the adjoining party's individually demised premises.

(f) That neither party to said party wall shall have the right of entry through the party wall into the premises of the adjoining party, either directly or indirectly.

(g) That this party wall covenant and agreement shall inure to the benefit of and apply to any existing or subsequent mortgage holder on the premises described herein.

(h) The rights and obligations set forth herein for the Owners of common walls or party walls shall also

apply to any roofs, foundations or other portions of the structure that shall be necessarily used or enjoyed by the Owners of adjacent dwellings.

ARTICLE VII. DUTY TO REBUILD OR REPAIR AND INSURANCE COVERAGE

Section 1. Each lot owner shall at his expense provide casualty insurance in an amount equal to the maximum insurable replacement value (excluding foundation and excavation costs) of all improvements located on his lot, such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on each owner's lots, including but not limited to vandalism and malicious mischief. Additionally, each owner shall provide public liability in such amounts and with such coverages as shall be required by the Association Board of Directors with cross-liability endorsements to cover liabilities of the owners as a group to an individual owner, and such other insurance as the Association Board of Directors may from time to time determine to be desirable. Each owner covenants to keep on file with the Association copies of the required policy(ies). If an owner shall fail to produce the copies of policy(ies) or other evidence of coverage satisfactory to the Association, then the Association may purchase the required coverages and the related premiums shall be considered a special assessment upon the premises of such owner.

Section 2. In the event of damage to, or destruction of any improvements located within the lots from fire, windstorm, water or any other cause whatsoever, the owner shall, within a reasonable time, cause said improvements to be repaired or rebuilt so as to place the same in as good and tenable condition as existed before the event causing such damage or destruction; failure to do so shall constitute a breach of these covenants. All insurance proceeds for loss or damage to any unit or any other improvement upon any lot shall be used to assure the repair or rebuilding of any such improvements.

Section 3. The Association created hereunder shall have a lien on all such insurance proceeds, regardless of whether it is named in any insurance policy, to enforce the intent of the foregoing provision.

Section 4. Authority to Purchase, Named Insured. The Association shall purchase such insurance on the Common Area and its improvements as the Board of Directors may from time to time determine to be prudent and desirable and the insurance premiums so purchased shall be considered a common maintenance expense to be assessed equally against each lot.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by 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 wise 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 by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Each dwelling Owner shall, from time to time allow the Association to paint the exterior of each dwelling and make roof repairs as needed. Such maintenance and painting shall be done in accordance with the original exterior scheme and color and shall not be in a manner so as to disrupt the harmonious blending of the dwelling units.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of MAY, 1985.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

G. J. & R. INVESTMENTS,
a Florida General Partnership

By [Signature]
Buster Reece
General Partner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me 1st day of May, 1985, by BUSTER REECE, General Partner of G. J. & R. INVESTMENTS, a Florida General Partnership, on behalf of said Partnership.

[Signature]
Notary Public
My commission expires: 6-24-87

373800

FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

JUN 4 4 14 PM '85

BY MISS A. PAUL PHOTO JACOB
AND A. ESCAMBIA COUNTY

**SUPPLEMENTAL RESTRICTIONS FOR A PORTION
OF SHOAL CREEK VILLAS SUBDIVISION**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, The Mitchell Company, Inc., an Alabama corporation, acquired the following described property from **G, J and R Investments, a General Partnership**, by deed dated September 23, 1994, recorded October 6, 1994 in Official Records Book 3658 at page 799 of the public records of Escambia County, Florida ("Property"):

Lots 9, 11, 12, 13 and 14, Block "A";

Lots 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block "B", Shoal Creek Villas according to the plat thereof recorded in Plat Book 12 at page 81 of the public records of Escambia County, Florida.

WHEREAS, all of the lots in Shoal Creek Villas Subdivision are subject to existing restrictive covenants recorded in Official Records Book 2071 at page 872 of the public records of Escambia County, Florida ("Original Restrictive Covenants"), and

WHEREAS, The Mitchell Company, Inc. desires to impose additional covenants, conditions and restrictions on the Property that it acquired for the benefit of the present and future Owners and to establish a uniform plan for the maintenance and/or replacement of roofs for multi-family units to be constructed thereon.

NOW, THEREFORE, The Mitchell Company, Inc., as Owner of the Property does hereby impose the following additional restrictive covenants on the Property which shall constitute covenants running with the land:

1. The maintenance and/or replacement of the roof of any multi-family structure or townhouse unit located on any portion of the Property shall be performed by the Owners periodically as the Owners of the structure sharing a common or party wall shall agree; or if they shall not agree, then as shall be determined by the Architectural Committee established in Article V of the Original Restrictive Covenants. The determination by the Architectural Committee shall be made within 30 days of receipt of a written request of any Owner of the structure. The Owner requesting a determination by the Committee shall deliver a copy of the request to the Owner, or Owners, sharing the common or party wall. The determination made by the Architectural Committee shall be binding upon the Owners sharing the common or party wall and shall be enforceable in the same manner as any other covenant or restriction contained in the Original Restrictive Covenants.
2. The Supplemental Restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 30 years

from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then Owners of the lots on the Property has been recorded agreeing to change the Supplemental Restrictions in whole or in part.

- 3. Capitalized words used in these Supplemental Restrictions shall have the definition as set forth in the Original Restrictive Covenants unless specified otherwise herein.
- 4. Enforcement of these Supplemental Restrictions shall be by the Association or any Owner in the manner set forth in the Original Restrictive Covenants.

IN WITNESS WHEREOF, The Mitchell Company, Inc. has executed this Supplemental Declaration of Covenants, Conditions and Restrictions this 10th day of February, 1995.

Witnesses:

Lydia T. Edwards
Print Name: Lydia T. Edwards

THE MITCHELL COMPANY, INC.,
an Alabama corporation

Christina Richardson
Print Name: CHRISTINA RICHARDSON

By: [Signature]
Max L. Dickson, Senior Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was executed this 10th day of February, 1995, by Max L. Dickson, as Senior Vice President of The Mitchell Company, Inc., an Alabama corporation, on behalf of the corporation, who personally appeared before me and who is personally known by me or who produced FL. Drivers License as identification.

Lydia T. Edwards
NOTARY PUBLIC
My commission expires: 12/1/96
Commission No.: 243682

This Instrument Prepared By:
John W. Monroe, Jr., of
EMMANUEL, SHEPPARD & CONDON
30 South Spring Street
Pensacola, Florida 32501
File No. M530-20018

Instrument 00193366
Filed and recorded in the
public records
MARCH 8, 1995
at 03:16 P.M.
in Book and Page noted
above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida



"OFFICIAL SEAL"
Lydia T. Edwards
My Commission Expires 12/1/96
Commission #CC 243682

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Shoal Creek Drive

Legal Address of Property: 2355 Shoal Creek Drive, Pensacola, FL 32514

The County () has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Alan C. Sheppard, of Emmanuel, Sheppard & Condon

Name
30 S. Spring Street
Address
Pensacola, FL 32501
City, State, Zip Code

AS TO SELLER(S):
The Mitchell Company, Inc.

By: _____
Seller's Name: Linda W. Brown, Sales Administrator Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: William V. Cantwell Witness' Name: _____

Buyer's Name: Jeanne P. Cantwell Witness' Name: _____

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95