

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**OF**

**ASHLEY PLANTATION,**

**A SUBDIVISION LOCATED IN SANTA ROSA COUNTY, STATE OF FLORIDA**

PLAT BOOK 10 PAGE 96

*Exhibits referenced*  
*A Legal Description*  
*B Drawing indicating lot sizes*

**TABLE OF CONTENTS**

Article I-Definitions..... 3

Article II - Membership and Voting Rights..... 4

Article III-General Provisions..... 5

Article IV-Common Areas..... 7

Article V-Assessments..... 8

Article VI -Architectural Control..... 11

Article VII -Additional Restrictions..... 12

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ASHLEY PLANTATION LOCATED IN SANTA ROSA  
COUNTY, STATE OF FLORIDA**

This Declaration is made this 18th day of September, 2007, by RGB Development, Inc., a Florida Corporation, (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in Santa Rosa County, Florida, which is more particularly described as follows, to-wit:

See, Exhibit "A".

To be platted as a subdivision known as Ashley Plantation.

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

**ARTICLE I -- DEFINITIONS**

Section 1 - Association. "Association" shall mean and refer to Ashley Plantation Homeowners Association, Inc., a not-for-profit corporation, and its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Association

make reference. A copy of the Articles of Incorporation and Bylaws of the Association may be obtained from officers of or management of the "Association".

Section 2 - Common Areas. "Common Areas" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) now, or hereafter, owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot by the Declarant are all common amenities, common conservation areas, common parks, common ponds and common roads shown on any of the Plats of Ashley Plantation recorded by the Declarant, and any areas conveyed to the Association by Declarant as specified in Article IV, but specifically excluding all Lift Stations and utilities providers' equipment.

Section 3 - Declaration. "Declaration" shall mean and refer to this Instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

Section 4 - Declarant. "Declarant" shall mean and refer to RGB Development, Inc., a Florida corporation, its successors and assigns.

Section 5 - Lot. "Lot" shall mean and refer to any one of the Lots as shown upon the Plats. A Lot is frequently referred to in this document by its *approximate* size, as is also represented in the drawing in Exhibit "B" as either Patio,  $\frac{1}{2}$  Acre,  $\frac{3}{4}$  Acre, 1 Acre, 2 Acre or 4 Acre.

Section 6 - Owner. "Owner" shall mean and refer to all present and future record owners, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract and contract purchasers pursuant to a recorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation. Whenever herein a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owner's family, guests, tenants and purchasers pursuant to an unrecorded contract, provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants or the Owner's purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

Section 8-Plats. "Plats" shall mean and refer to the Subdivision Plat of a portion of the Subject Property to be known as Ashley Plantation, which may be illustrated on multiple Plats, being executed and recorded contemporaneously herewith by the Declarant. "Plats" shall also refer to any subsequent Plats recorded by the Declarant within the Subject Property.

Section 10 - Subject Property. "Subject Property" shall mean and refer to that real property, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, which is described above.

Section 11 - Subdivision. "Subdivision" shall mean and refer to Ashley Plantation, situated in Santa Rosa County, Florida, according to the Plats thereof.

**ARTICLE II - MEMBERSHIP AND VOTING RIGHTS**

Section 1 - Membership. Every Owner of a Lot 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 - Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class B member as provided hereafter) and shall be entitled to one (1) 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 among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B member shall mean the Declarant and it 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 earlier of the date when the number of Class A membership votes exceeds the number of Class B membership votes or on the date that the Declarant indicates by letter to the Board of Directors that it is voluntarily converting its membership from Class B to Class A. Notwithstanding any of the foregoing, if not yet terminated, Class B membership shall cease to exist, be converted to Class A and shall not thereafter be reinstated on December 31, 2015.

The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the Lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one (1) Lot for resale purposes.

Section 3 - Declarant's Voting Rights.

A. Declarant shall be entitled to elect at least one (1) member to the Board of Directors as long as Declarant holds at least five percent (5%) of the Lots for sale in the ordinary course of business.

B. After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

**ARTICLE III - GENERAL PROVISIONS**

Section 1 - Enforcement. The Association, or any Owner shall have the right

to enforce by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the rights to do so thereafter. If any court proceedings are required for the successful enforcement of any restrictions, conditions, covenants or reservations herein contained, or any liens or charges against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said restrictions, conditions, covenants, reservations, liens or charges.

Section 2 - Severability. Invalidation of any one of the restrictions, conditions, covenants, reservations, liens or charges, by judgment or court order, shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect thereafter.

Section 3 - Duration and Amendment. The restrictions, conditions and covenants of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of 40 years from the date this Declaration is recorded, unless amended by an instrument signed by three-fourths (3/4) of the then existing Owners. After the initial 40-year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then existing Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within three (3) years after the date hereof if doing so is necessary or advisable to accommodate FHA, VA, Fannie Mae, Freddie Mac or the like financing of residential structures within the Subdivision. Any such amendment must be recorded in the Public Records of Santa Rosa, Florida.

Section 4 - Nonliability of Association. The Association shall not in any way or manner be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservation, liens or charges herein contained by any Owner, other than itself.

Section 5 - Notice. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

Section 6 - Miscellany. Any single violation of any provision of this Declaration by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of the restrictions, conditions or covenants ever be interpreted to operate as a reverter or a forfeiture of title.

Section 7 - FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration

and/or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 8 - Declarant's Rights. Nothing in this Declaration shall be interpreted, construed or applied to prevent Declarant, or its contractors, sub-contractors, agents, employees and invitees from doing or performing on all or any part of the Subject Property, owned or controlled by Declarant, whatever it deems to be necessary or desirable in connection with completing the Subdivision and the sale of Lots, including without limitation, maintaining at Declarant's cost, such signs as may be necessary for Declarant's sales activities. Without limitation of the generality of the foregoing, nothing contained in this Declaration shall be interpreted, construed or applied so as to prevent Declarant from operating a sales office on any part of the Subject Property including, but not limited to, may maintain a sales office located within the subdivision for a period of ten (10) years.

#### -ARTICLE IV - COMMON AREAS

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

A. The Association shall have the right to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas for any period during which any assessment against an Owner's Lot remains unpaid or any violation of the provisions of this Declaration remain uncured by the Owner, but in no event shall the suspension of voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas exceed sixty (60) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

B. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedications or transfers shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) 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 member not less than thirty (30) days and no more than sixty (60) days in advance of such dedication or transfer.

C. The Association shall have the right, in accordance with its articles and bylaws, and with consent of two-thirds (2/3) of the Lot Owners (excluding Declarant), to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the right of said mortgagee in said properties shall be subordinate to the rights of Owners hereunder.

D. The Association shall have the right to reasonably limit the use of the Common Areas.

Section 2 - Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the Bylaws of the Association, Owner's right of use and enjoyment of the Common Areas and facilities to the members of the Owner's family, guests, tenants, contract purchasers who reside on Owner's Lot, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner and delivery persons.

Section 3 - Reservation of Easement. Declarant does hereby reserve a nonexclusive perpetual right of access easement, over, across, under, in and to all Common Areas for construction thereon of Subdivision improvements, activities in connection with the sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Subject Property as well as the right to assign and transfer such reserved easements to others. Declarant further reserves unto itself the right to grant in the future additional easements across such Common Area for utilities or for other purposes as determined necessary in the sole opinion of Declarant. Unless sooner released by Declarant, the right of access easement addressed in this Article IV Section 3 shall terminate on the date which is twenty (20) years after the date of recording of this Declaration.

#### **ARTICLE V -- ASSESSMENTS**

Section 1 - Creation of the Lien and Personal Obligation of 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, costs and reasonable attorneys' fees incurred in connection with the collection of any assessment, fine and/or any other charge set forth herein, together with enforcement of any of the terms and provisions of this Declaration, 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, costs and reasonable attorneys' 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 Assessments. The assessments levied by the Association shall be used exclusively to promote the health and welfare of the residents of the Lots and for the improvement and maintenance of the Common Area and for, but not limited to, maintenance of the Subdivision entrance; maintenance of the road right-of-way landscaping, if any; maintenance of any island landscaping; maintenance of the Subdivision entrance sign, lighting, water pump, water fall (and related pump systems) and sprayers, sprinkler system, electric meter, and landscaping (if any) at the entrance to the Subdivision, and street lights throughout the Subdivision, if any, and the payment of utility charges; payment of premiums for Common Area liability insurance, including the Common Area buildings and

associated amenities; the cleaning of debris from Lots or building sites on which a residential dwelling has not yet been constructed; the maintenance and repair of the Common Area buildings; and the installation, maintenance, repair and replacement of fences Lift Station parcels as shown on the Plats. The Association shall have the obligation to maintain the Common Areas and such other areas as may be determined by the Association, and shall pay all ad valorem real estate taxes assessed upon said Common Areas.

Section 3 - Maximum Annual Assessment. Until December 31, 2008, the maximum annual assessment shall be \$1,000.00 per Lot.

A. From and after January 1, 2009, 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 Owners.

B. From and after January 1, 2009 the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of the Owners 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 annual assessment without a vote of the Owners.

D. Notwithstanding any of the preceding provisions, the Association shall be obligated to pay the premiums for necessary insurance and all ad valorem real property taxes upon the Common Areas and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such insurance premiums and taxes and for such maintenance and repairs.

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, reconstruction, repair, improvement or maintenance upon any Common Areas 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, including fixtures and personal property related thereto, landscaping, special signage and street lights; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners 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 assessments 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 Sections 3 and 4. Written notice of any meeting of Owners called for the purpose of taking any



actions authorized under Sections 3 and 4 of this Article shall be sent by United States mail, postage prepaid, or electronically transmitted in the manner authorized by the By-Laws of the Association, to all affected Owners of record (thirty (30) days prior to the date of any meeting called for this purpose) as required by the Bylaws. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast 51% of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of a subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

Section 7 - Rate of Assessment. The annual and special assessments pertaining to all matters shall be fixed at a uniform rate for all Lots and each Owner for each Lot owned shall be responsible for a 1/476th share of the total annual assessment and any special assessments. However, the Declarant shall not be obligated to pay any annual assessments for Lots owned by it for five (5) years after the recording of any Plat for the Subdivision provided it pays the portion of common expenses incurred by the Association that exceed the amount assessed to other Lot owners.

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(s) and payment schedule (e.g. monthly, quarterly, semi-annually or annually) 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 preferably in advance of each annual assessment period, but no later than January 31<sup>st</sup> of the annual assessment period. 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 and Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of five percent (5%) of the assessment amount, plus interest from such date at the highest legal rate per annum. The Association may, after first giving twenty (20) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the Lot to collect all amounts due and owing, including attorney's fees and costs. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by nonuse of any Common Areas or abandonment of the Owner's Lot.

Section 10 - Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article V recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to

the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his or her successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Santa Rosa County, Florida, prior to the recording of the foreclosed mortgage or for which a deed in lieu of foreclosure is given, and such subordinate lien shall be extinguished automatically upon the recording of the certificate of title or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all Lots as a common expense.

Section 11 - Maintenance. After fifteen (15) days written notice from the Association sent United States Mail, postage prepaid to an Owner for the Owner's failure 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 Association's Board of Directors and its officers 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 improvement erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law, as well as reasonable attorneys' fees and costs, shall be a lien on the Lot if the amount required is not paid within ten (10) days after written demand is made against the Owner. The lien for maintenance shall be a continuing lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

#### ARTICLE VI - ARCHITECTURAL CONTROL

Section 1 - Prior Approval. No structural improvement, exterior improvement, or improvement of any nature whatsoever, including but not limited to a building, fence, property enclosure, wall, mailbox, driveway, gate, exterior lighting, or landscaping, shall be commenced, erected or maintained upon any Lot or the Subject Property by any Owner, the Association or anyone else, nor shall any exterior addition to or change, alteration or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan demonstrating the nature, kind, shape, height, material, color and location of same have been submitted to and approved in writing by the Architectural Review Committee as complying with the standards generally set forth in Section 2 of this Article VI and the Architectural Guidelines, as the same may be adopted and amended, from time to time, by the Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plot plans and/or landscaping plans within thirty (30) days after same

have been received by said Committee, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The plans submitted to the Architectural Review Committee shall, without limitation, show the elevation and other matters set forth on the front, rear and both side walls of the structure.

Section 2 - Architectural Review Committee. The Architectural Review Committee shall initially consist of three (3) representatives appointed by the Declarant who shall serve until their resignation; those representatives are Dan Gilmore, Zac Gilmore and Dick Baker. In the event of the death or resignation of any such representative of the Declarant on the Architectural Review Committee, the Declarant shall have the right to appoint a substitute thereto. Declarant shall retain the right to appoint all members of the Architectural Review Committee running from the date of the recording of this Declaration, and continuing for as long as Declarant's Class B membership shall continue pursuant to Article II, Section 2, above. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors of the Association. It is contemplated that the Subject Property will be developed as a first-class single family residential subdivision of high standards. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable, but high, 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, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, landscaping and plants selection, and aesthetic qualities in general. The Architectural Review Committee will from time to time promulgate "**Architectural Guidelines**" and Owners and prospective owners should inquire of same by contacting the Architectural Review Committee. The Architectural Review Committee has the authority to hire an architect to assist it in the review of all plans, specifications and other items submitted to it for review and approval under this Article VI. The reasonable fee of the architect shall be charged by the Architectural Review Committee to the applicable Owner whose plans, specifications and/or other documents are under review for approval by the Architectural Review Committee. All such fees must be paid by the applicable Owner prior to receipt of final approval. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any such non-payment, the terms and provisions of Article V shall apply.

Section 3 -- Inspection During Construction and Prior to Occupancy. The Architectural Review Committee and its representatives shall have right to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans and specifications submitted to and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Article, or failure of an Owner to carry out

construction in accordance with the provisions of this Article, shall subject such Owner to such equitable (including specifically specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses.

**ARTICLE VII - ADDITIONAL RESTRICTIONS**

The Architectural Guidelines and the following restrictions are guidelines and it is anticipated that these restrictions will be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant in writing waivers and variances from the Architectural Guidelines and any of the following restrictions as well as setback requirements shown on the Plats utilizing the same standards of review as those set forth in Article VI, Section 2, 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 Subject Property as a whole, and, that same is consistent with a first-class single family residential subdivision of high standards contemplated hereby. Neither the Architectural Review Committee, 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.

Section 2 - Minimum Square Footage and Residential Design.

No residential structure shall be erected or placed on any Lot exclusive of garages, porches, patios, and terraces of less than the minimum square footage of living space (heated and cooled) per the table below, and if any residential structure is more than one story in height on the bottom floor shall have the minimum square footage of living space, as indicated in the table below:

approximate lot size (acres) or type of lot	living space SF	first floor living space SF if multistory
patio	1500	800
1/2	1800	1000
3/4	2200	1200
1	2500	1500
2	2800	1800
4	3000	2000

Section 3 - Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. This Section is not applicable to the Declarant and shall apply after sale of the Lots by Declarant. Further, this Section is not applicable to Owners until ten (10) days after Owner's

residence shall be available for occupancy.

Section 4 - Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, boathouse, mobile home, or any other such similar structure or vehicle (other than the primary dwelling to be located on the Lot) shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. It is the intent of the Declarant that homes in the Subdivision will be constructed in the traditional manner, from the ground up, and assembled on the site. The Declarant is permitted to have a temporary structure on site to serve as the sales or other office for the Declarant or its agents..

Section 5 - Vehicles. Boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from the streets or any adjoining Lots, except for short-term parking not exceeding a forty-eight hour duration. Short-term parking of such a vehicle or the like may not occur more frequently than once in any three-month period. The parking or storage of any such items in any other manner, such as in the street, road right-of-way or in any portion of the driveway which is not out of view from any adjoining Lots, is expressly prohibited. This does not apply to personal use automobiles and pick-up trucks.

Section 6 - Nuisance. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Owners of other Lots.

Section 7 - Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large. Pets off of the Owner's Lot must be under the direct, immediate control of a responsible person and preferably on a leash. The Owner is responsible for immediately picking up or cleaning up any excrement caused by any pet owned or maintained by anyone residing at or temporarily visiting at his or her residence or Lot.

Section 8 - Appearance. All residences, structures and improvements shall be designed to present a pleasing, attractive, tasteful, neat and well-maintained appearance from all views.

Section 9 - Dumping. The Declarant shall select one (1) solid waste contractor to service all of the Subdivision, to include the Lots and Common Areas. This service provider shall have the exclusive right to pick up household garbage and yard trash from the Subdivision for a period of five (5) years from the date of contract commencement. Declarant shall enter into a binding contract with the service provider, and this contract can only be withdrawn in the event of sale to another provider, at which time Declarant can choose to continue service or select a new provider to fulfill the obligations of the previous contract. The Declarant may amend or cancel the contract. The Association can terminate the contract with a two-thirds (2/3) vote of membership, based on the proposal that proper service is not being provided under the original contract. During the construction or substantial

remodeling of any home located on a Lot, a construction dumpster shall be required. Upon request related to special circumstances for an individual Lot, the Architectural Review Committee may authorize in writing alternative procedures to the construction dumpster. During construction and remodeling, the site shall be maintained in a neat and clean manner and in such a way that construction debris does not accumulate or blow into adjoining lots, properties or streets. If the Owner does not comply with the provisions of this section, the Association, at its election, can place a dumpster on the Lot, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs for such, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of same and reasonable administrative fee, the Association shall have all rights granted to it under Article V- Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 10 - Compliance with Law. All laws of the United States, the State of Florida and the County of Santa Rosa, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, land use planning and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the Subject Property with respect to any such matters shall have a license to enter upon any of the Subject Property at all reasonable times to make such inspections and recommendations.

Section 11 - Minor Variance of Restrictions. When a building or other structure is located on any Lot or building site in a manner that constitutes a minor violation of these covenants and restrictions or the building setback lines shown on the recorded Plats, the Architectural Review Committee may grant a variance to the Lot or building site, or parts of it, from any part of the covenants and restrictions, or setback lines, referenced herein or on the Plats, that are violated. The Architectural Review Committee shall not give such a variance except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

Section 12—Wiring. No above ground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted, except all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage is permitted, and/or recreational areas.

Section 13 - Lot Setback. No residential dwelling shall be constructed on any Lot or building site in the Subdivision which does not conform to the setback lines shown on the recorded Plats, however, an automatic waiver of 10% of any setback requirement on the Plats is hereby granted for unintentional violations of any setback requirement not exceeding 10%. For each Lot located within the subdivision, the setbacks are:

**Patio Lots:**

Front- 20 feet

Rear- 15 feet

Side- 15% of front at street, except on a corner or cul-de-sac, which shall then be 15% at the front set back line provided, however, the setbacks for any corner Lot shall be determined based upon building orientation according to the Santa Rosa County, Florida, Land Development Code.

**1/2 Acre Lots, 3/4 Acre Lots, and 1 Acre Lots:**

Front- 35 feet

Rear- 35 feet

Side- 15 % of front at street, except on a corner or cul-de-sac, which shall then be 15% at the front set back line provided, however, the setbacks for any corner Lot shall be determined based upon building orientation according to the Santa Rosa County, Florida, Land Development Code.

**2 Acre and 4 Acre Lots:**

Front- 50 feet

Back- 35 feet

Side- 20% of front at street, except on a corner or cul-de-sac, which shall then be 20% at the front set back line, provided, however, the setbacks for any corner Lot shall be determined based upon building orientation according to the Santa Rosa County, Florida, Land Development Code.

Section 14 - Antennas. Excluding the Pace Water System parcel or other parcels specifically reserved for utility companies, no outside antennas, poles, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the Architectural Review Committee, and any such permitted satellite receiving dishes shall be fully concealed and shall not be visible from any Lot line. No radio transmitting equipment shall be erected on, or operated from, any Lot. Notwithstanding the above, satellite dishes, the diameter and height of which do not exceed 36 inches, which are attached to any improvement located on any Lot shall be allowed, only after the approval of same concerning both design and location has been obtained from the Architectural Review Committee. Written waivers of this requirement may be granted by the Architectural Review Committee upon review and acceptance of evidence that such equipment can not function in compliance with this requirement.

Section 15 - Basketball Goals. Architectural Review Committee approval is required for all basketball goals and backboards. Backboard and support structure

must be clear or neutral colored or painted the house field and trim colors, unless otherwise approved by the Architectural Review Committee. Garage mounted backboards in the front yard may not project more than two (2) feet from the front of the garage. Rims and nets on all types of basketball units must be maintained in a neat and clean appearance. The Owner must make every reasonable effort to locate goals and backboards such that they are not visible from the street or any adjoining Lots. Temporary basketball backboards also are acceptable but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in streets, and they must be stored in the Owner's garage or be out of sight of the street and adjoining Lots when they are not being actively used for play.

Section 16 - Clotheslines. Outside clotheslines or other items detrimental to the appearance of the Subdivision shall not be permitted on any Lot.

Section 17 - Outdoor Cooking. All outdoor cooking, including permanent or portable barbeque grills, shall be screened from view from the Front Lot line, except in the recreational area.

Section 18 - Garbage and Trash Receptacles. All garbage and trash receptacles shall be screened from view from the Front Lot line and must be concealed in an appropriate manner, except on pick up days. All containers must be removed from the street no later than 7:00 p.m. on the day of garbage pick up.

Section 19 - Fences. The Architectural Review Committee shall have complete control regarding the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion. Prior written approval from the Committee is required prior to beginning the construction of any fence. No chain link fences will be allowed except around retention ponds, lift stations and other utility stations, as required by local subdivision ordinances. In addition, secondary chain link fences (i.e. - inside of the primary fence) may be used in backyards for enclosing pet areas, dog runs and similar areas, provided that any such chain link fence is lower than the primary fence. All Lots which adjoin Alderbrook Drive shall erect a rear fence prior to the completion of or occupancy of any structure on said Lot. The fence shall be constructed of approved brick columns and cypress, six (6) feet in height and dog-eared style. Further information regarding fencing may be found in the Architectural Guidelines.

Section 20 - Garage Doors/Garage Size. All dwellings must be constructed with at least a two-car garage. Carports may be used in lieu thereof, provided the same are approved by the Architectural Review Committee in accordance with the provisions of Article VII, Section 2.

Section 21 - Signs. No sign of any kind shall be displayed to the public view on any Lot or building site in the Subdivision except as follows:

A. Vacant Lots - No "For Sale" or other sign shall be placed on a vacant Lot. Only "Lot Identification" markers, which shall be consistent with the size and style described in the architectural guidelines, as adopted by the Architectural Review Committee, shall be allowed on vacant Lots.



B. Real Estate Signs - Temporary, non-illuminated real estate signs indicating the availability for sale, rent, or lease of the specific Lot on which the sign is located and which Lot contains a home that is either constructed or under construction. Such signs shall not exceed five (5) square feet in total area and four (4) feet in height, limited to one such sign per street frontage. Such signs shall not remain in place more than seven (7) days following sale closing or rental occupancy of the Lot. Such signs may not be placed on Common Area fences. Open House Real Estate signs shall conform to the dimensions specified above, are limited in number to six (6), shall be placed only upon the Owner's Lot or within the road right-of-way portion of the Common Areas for the duration of the open house, and shall not block or interfere with traffic visibility.

C. Garage Sale Signs - A sign advertising the existence of a garage sale for the sale of personal property and advertising the date, time and location of the garage sale with such sign having a maximum area of five (5) square feet, a maximum height of three (3) feet, and posted for the period of the date of garage sale only. Such signs shall not block or interfere with traffic visibility, shall be free-standing, shall be limited in number to six (6) signs, and shall be posted only upon the Owner's Lot or within the road right-of-way portion of the Common Areas.

D. Special Common Area Event Signs - A sign advertising the existence of a special event in the Common Area and advertising the date, time and location of the event with such sign having a maximum area of five (5) square feet, a maximum height of three (3) feet, and posted for only five days prior to the date of the special event. Such signs shall not block or interfere with traffic visibility, shall be free-standing, shall be limited in number to six (6) signs, and shall be posted only upon the Common Area property or within the road right-of-way portion of the Common Areas.

E. Signage Guidelines - Notwithstanding the foregoing, the Architectural Review Committee shall have the power and authority to adopt signage guidelines more extensive than the above requirements in order to govern the uniform appearance of signage in the Subdivision, and in the event of such adoption, such signage guidelines shall control.

Section 22 - Drainage Easements. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 23 - Surface Flow and Erosion Control. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patterns shall not be altered. During the construction of any improvements on any Lot, the Owner must barricade said Lot to prevent dirt erosion onto any streets, waterways, adjacent Lots and the Common Areas. If the Owner does not so barricade to prevent dirt erosion, the Association can so barricade, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs of such barricading, together with a reasonable administrative fee. In the event said Lot Owner fails to

pay the Association the costs of said barricading and reasonable administrative fee, the Association shall have all rights granted to it under Article V-Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 24 - Multiple Lots as Building Sites. If a portion of a Lot, or one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots, within the Subdivision, are utilized for one single family residential purpose, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. A fractional portion of a Lot or two (2) fractional parts of adjacent Lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted Lot within the Subdivision nor have a width, at the building setback line, of less than one hundred feet (100').

Section 25 - Model Homes. Notwithstanding Section 1 above, the Architectural Review Committee shall have the right to authorize the use of any Lot as a model home site, to be used under such terms and conditions as it may prescribe, which decisions will not be subject to review.

Section 26 - Easements Prohibited. No Lot Owner may grant easements across the Owner's lot for ingress and egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Declarant or the Association as required.

Section 27 - Sidewalks. Except for those Lots located in Phase I, there shall be a five (5) foot wide sidewalk easement reserved on each Owner's Lot for the placement of a sidewalk. A Lot Owner will construct a sidewalk within the sidewalk easement at their own expense. Slight variations of this five foot distance may be needed to avoid utility pedestals. Where storm drain inlets are located, the sidewalk shall abut the back of the inlet. On corner Lots the sidewalk easement will be located along the side street and at the corner. All curbs must be saw cut before being removed to construct any driveway or handicap ramps, and shall be repaired in a neat and workmanlike manner.

The Association will construct sidewalks in the Common Areas on an "as needed" basis, as determined in the reasonable discretion of the Board of Directors of the Association. The cost of the installation, maintenance, repair and replacement of such sidewalks as installed by the Association shall be a common expense to be included within the annual and/or special assessments.

Section 28 - Storm Shutters. The Architectural Review Committee shall have the right, as part of the Architectural Guidelines, to establish specifications for storm and hurricane shutters, which may include color, style and other factors deemed relevant by the Architectural Review Committee. In the event an Owner uses temporary (e.g. plywood) or other than professionally installed permanent storm or hurricane shutters for boarding up or protecting a home during the time of a tropical storm or hurricane, the Owner must remove the same within two weeks after the tropical storm or hurricane.

Section 29 - Garage Sales. No Lot shall be permitted to have more than two (2) garage, rummage or similar sales during any calendar year. Any such garage, rummage or similar sale shall be held only on Saturday between the hours of 8:00 A.M. and 4:00 P.M.

Section 30 - Security. In order to enhance security within the Subdivision, the Association has the authority, but not the obligation, to hire security personnel to man the same and patrol the Common Areas. All costs and expenses of the same shall be included within any annual and/or special assessment levied by the Association.

Section 31 - Mail Boxes. The Architectural Review Committee shall establish uniform guidelines regarding the style, size, height, color, and location of fixed mail boxes to be located on each Lot within the road right-of-way. The guidelines may require two adjacent Lots to share a common mail box post, to be located on the property line dividing the two applicable Lots. Classic Sign & Mirror, Pensacola, Florida, will be the authorized manufacturer and producer for the approved mail boxes within all phases of the development. The Architectural Review Committee retains the right to change the manufacturer and producer without notice.

Section 32 - Accessory Structures. No accessory structures, whether permanent or temporary, including, but not limited to, storage sheds and greenhouses, shall be placed or constructed on any Lot unless the same is in conformance with the Architectural Guidelines and the plans for the same have been approved by the Architectural Review Committee. All such accessory structures must be architecturally compatible with the home located on such Lot and must be located in the Lot's back yard.

Section 33 - Non-Access Easement. All Lots in the Subdivision whose rear property line is immediately adjacent to or abuts Alderbrook Drive are subject to a one-foot non-access easement over, across and through the rear most one-foot of each of said Lots, as more fully set forth and shown on the Plats. The purpose of this one-foot non-access easement is to prohibit pedestrian and vehicular ingress and egress to and from each of said Lots directly to and from Alderbrook Drive.

Section 34 - Fines. Failure by an Owner to comply with the terms of this Declaration shall result in a fine payable to the Association by the Owner of said Lot in the amount of \$100 per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violations at least twenty (20) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three members of the Association appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee does not approve the proposed fine by majority vote, it may not be imposed. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This Section shall not apply to a violation which consists only of failure to pay assessments when due. From time-to-time the Board of Directors may change the amount of the fine from \$100 per day to another amount. Increases in the amount should be consistent with

changes in indices of living costs or similar indices.

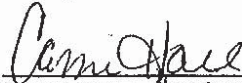
Section 35 - Partial Invalidity. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

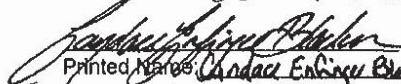
Section 36 - Water Facilities. The Declarant (which shall also mean successors and assigns of the Declarant) reserves the right for a period of fifty (50) years, a period which may be extended at the discretion of the Declarant, to regulate, approve, disapprove, and reject any and all improvements to the water service owned by Pace Water System. Pace Water System, or any successor franchisee, shall be prohibited from placing any antennae, radio, receiver, sign, paint colors or any other type of improvement or repair that does not have prior approval of the Declarant. Only the President or an authorized representative of the Declarant has the right to approve, or otherwise allow, any other use of said water tower. Pace Water System shall submit a request in writing for any improvements or modifications to any portion of the water system infrastructure. Said request shall be accompanied by an administrative review fee as then required by the Declarant.


Section 37 - Vegetative Natural Buffers. Portions of certain Lots may be subject to a Vegetative Natural Buffer (VNB) pursuant to the regulations of the Florida Department of Environmental Protection and Santa Rosa County. No improvements of any kind shall be constructed in the VNB. Unless otherwise approved by the local and state agencies having jurisdiction over the VNB, these areas shall remain in a natural, unaltered state.

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions, this 18th day of September, 2007.

Signed, sealed and delivered  
in the presence of:

  
Printed Name: Cassie Hall

  
Printed Name: Charles Enrique Blackman

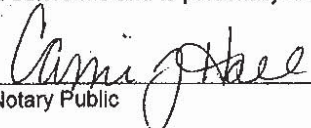
RGB DEVELOPMENT, INC.  
  
By: \_\_\_\_\_  
Printed Name: J. Dan Gilmore  
President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of September, 2007, by J. Dan Gilmore, as President of RGB DEVELOPMENT, INC. on behalf of the company, who personally appeared before me and is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA  
Cassie J. Hall  
Commission # DD396929  
Expires: MAR. 10, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

  
Notary Public

## EXHIBIT "A"

## LAND DESCRIPTION:

(AS PREPARED BY EMERALD COAST ENGINEERING &amp; SURVEYING, LLC)

THE WEST HALF OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 30 WEST, TOGETHER WITH THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 30 WEST TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 30 WEST LYING SOUTH OF QUINTETTE ROAD (STATE ROAD NO. 184, 100' R/W) LYING AND BEING IN SANTA ROSA COUNTY, FLORIDA.

## SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 30 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE NORTH  $02^{\circ}32'43''$  EAST ALONG THE WEST LINE OF THE AFORESAID SECTION 25 A DISTANCE OF 2633.92 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25; THENCE NORTH  $87^{\circ}41'10''$  WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 26 A DISTANCE OF 1325.05 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26; THENCE NORTH  $02^{\circ}29'13''$  EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26 A DISTANCE OF 2637.01 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26; THENCE NORTH  $01^{\circ}05'57''$  EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST AND NORTHEAST QUARTER OF SECTION 23 A DISTANCE OF 2916.51 FEET TO THE CURVED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 184 - QUINTETTE ROAD (100' R/W); THENCE SOUTHEASTERLY ALONG THE ARC OF THE AFORESAID RIGHT OF WAY LINE HAVING A RADIUS OF 5679.25 FEET A DISTANCE OF 866.91 FEET (CHORD=866.06', CHORD BEARING= $S64^{\circ}30'37''E$ ) TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE SOUTH  $60^{\circ}08'16''$  EAST A DISTANCE OF 627.94 FEET TO THE EAST LINE OF SECTION 23; THENCE SOUTH  $01^{\circ}23'46''$  WEST ALONG THE EAST LINE OF SECTION 23 A DISTANCE OF 2287.99 FEET TO THE CORNER COMMON TO SECTIONS 23, 24, 25 AND 26; THENCE SOUTH  $87^{\circ}37'57''$  EAST ALONG THE NORTH LINE OF SECTION 25 A DISTANCE OF 2666.66 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SECTION 25; THENCE SOUTH  $02^{\circ}41'38''$  WEST ALONG THE EAST LINE OF THE WEST HALF OF SECTION 25 A DISTANCE OF 4676.64 FEET TO A POINT ON THE SOUTH BANK OF A CREEK, BEING 580.93' NORTH OF THE SOUTH 1/4 CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 30 WEST; THENCE NORTH  $83^{\circ}55'54''$  WEST FOR A DISTANCE OF 81.76'; THENCE SOUTH  $69^{\circ}08'34''$  WEST FOR A DISTANCE OF 89.80'; THENCE SOUTH  $74^{\circ}42'23''$  WEST FOR A DISTANCE OF 106.76'; THENCE SOUTH  $53^{\circ}16'07''$  WEST FOR A DISTANCE OF 165.19'; THENCE SOUTH  $40^{\circ}28'39''$  WEST FOR A DISTANCE OF 216.89'; THENCE SOUTH  $15^{\circ}07'45''$  WEST FOR A DISTANCE OF 107.44'; THENCE SOUTH  $40^{\circ}22'35''$  WEST FOR A DISTANCE OF 179.39'; THENCE NORTH  $87^{\circ}51'20''$  WEST ALONG THE SOUTH LINE OF SECTION 25 A DISTANCE OF 1994.29' FEET TO THE POINT OF BEGINNING. THENCE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTIONS 23, 25 AND 26 TOWNSHIP 2 NORTH, RANGE 30 WEST, SANTA ROSA COUNTY, FLORIDA, AND CONTAINS 476.64 ACRES MORE OR LESS.

## LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND SITUATED IN SECTION 23, TOWNSHIP 2 NORTH, RANGE 30 WEST, SANTA ROSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE GO NORTH 01 DEGREES 23 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 2221.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 23 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 66.27 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF QUINTETTE ROAD (STATE ROAD 184, 100' RIGHT OF WAY); THENCE GO NORTH 60 DEGREES 08 MINUTES 16 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 627.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5679.25 FEET

(DELTA= 02 DEGREES 27 MINUTES 52 SECONDS, CHORD BEARING = NORTH 61 DEGREES 22 MINUTES 04 SECONDS WEST, CHORD LENGTH= 244.26 FEET); THENCE GO NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC LENGTH OF 244.28 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET (DELTA= 90 DEGREES 45 MINUTES 36 SECONDS, CHORD LENGTH = 35.59 FEET, CHORD BEARING = SOUTH 72 DEGREES 01 MINUTES 12 SECONDS WEST); THENCE GO SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC LENGTH OF 39.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE GO SOUTH 26 DEGREES 38 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 14.53 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1200.00 FEET (DELTA= 23 DEGREES 44 MINUTES 16 SECONDS, CHORD BEARING = SOUTH 14 DEGREES 46 MINUTES 16 SECONDS WEST, CHORD DISTANCE = 493.62 FEET); THENCE GO SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC LENGTH OF 497.16 FEET; THENCE GO NORTH 85 DEGREES 43 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 21.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET (DELTA= 42 DEGREES 47 MINUTES 16 SECONDS, CHORD BEARING = NORTH 64 DEGREES 19 MINUTES 39 SECONDS EAST, CHORD DISTANCE = 54.72 FEET); THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC LENGTH OF 56.01 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 225.00 FEET (DELTA = 76 DEGREES 55 MINUTES 43 SECONDS, CHORD BEARING = NORTH 81 DEGREES 23 MINUTES 53 SECONDS EAST, CHORD LENGTH = 279.91 FEET); THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC LENGTH OF 302.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE GO SOUTH 60 DEGREES 08 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 199.41 FEET; THENCE GO SOUTH 60 DEGREES 08 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 54.38 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 149.17 FEET (DELTA = 87 DEGREES 14 MINUTES 35 SECONDS, CHORD BEARING = NORTH 72 DEGREES 34 MINUTES 04 SECONDS EAST, CHORD DISTANCE = 205.82 FEET); THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC LENGTH OF 227.14 FEET; THENCE GO NORTH 88 DEGREES 59 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 159.14 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY CONTAINS 5.82 ACRES MORE OR LESS.

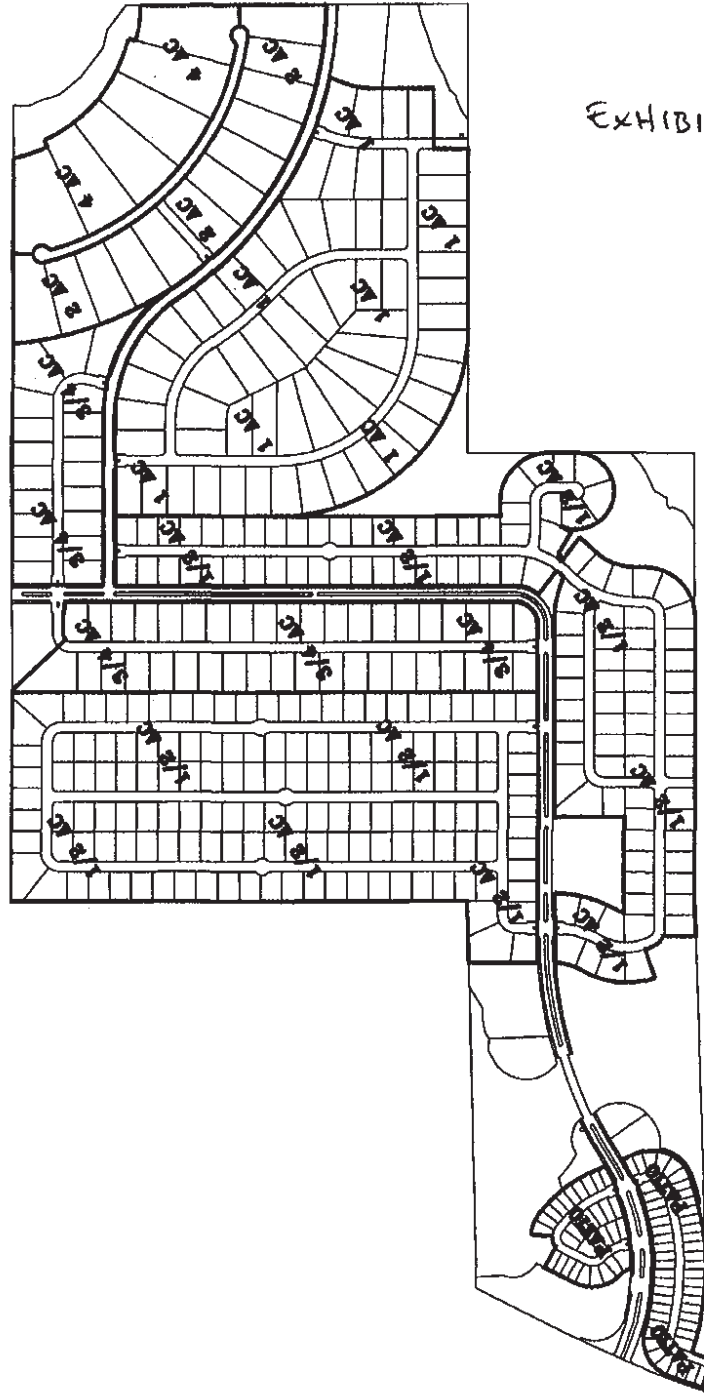


EXHIBIT "B"



500867

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ASHLEY PLANTATION LOCATED IN SANTA ROSA COUNTY, STATE OF FLORIDA**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Ashley Plantation ("Declaration") is made this 20th day of October, 2011, by RGB Development, Inc., as the Owner of three fourths (¾) or a greater percentage of the existing lots in the subdivision. The following provisions shall replace the existing sections of the Declaration as of the date this document is recorded:

**ARTICLE III - GENERAL PROVISIONS**

Section 3 - Duration and Amendment. The restrictions, conditions and covenants of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of 40 years from the date this Declaration is recorded, unless amended by an instrument signed by three-fourths (¾) of the voting membership as described in Article II of this Declaration. After the initial 40-year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then existing Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within three (3) years after the date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the Subdivision. Any such amendment must be recorded in the Public Records of Santa Rosa County, Florida.

**ARTICLE V -- ASSESSMENTS**

Section 3 - Maximum Annual Assessment. Until December 31, 2012, the maximum annual assessment shall be \$600.00 per Lot.

**ARTICLE VII - ADDITIONAL RESTRICTIONS**

Section 2 - Minimum Square Footage and Residential Design.

No residential structure shall be erected or placed on any Lot, exclusive of garages, porches, patios, and terraces of less than the minimum square footage of living space (heated and cooled) per the table below, and if any residential structure is more than one story in height on the bottom floor shall have the minimum square footage of living space, as indicated in the table below:

<u>Approximate lot size (acres) or type of lot</u>	<u>living space (SF)</u>	<u>first floor living space SF If multistory</u>
Patio	1500	800
½	1800	1000
¾	2100	1100
1	2300	1100
2	2600	1800
4	3000	2000

Section 8 - Appearance. All residences, structures and improvements shall be designed to present a pleasing, attractive, tasteful, neat and well-maintained appearance from all views. All

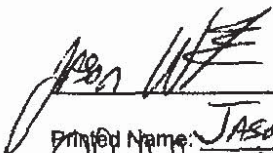
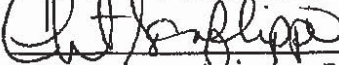
structures will have an exterior cladding of stone, vinyl shake, Hardi-Plank (or similar composite product) or brick composition. Similar elevation designs will not be used in a fashion that makes the streetscape look too similar. As such, the same elevation may not be used less frequently than every six (6) houses.

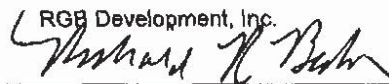
Section 20 - Garage Doors/Garage Size. All dwellings must be constructed with at least a two-car garage. Garage doors shall be no less than seven (7) feet in threshold height. Carports may be used in lieu thereof, provided the same are approved by the Architectural Review Committee in accordance with the provisions of Article VII, Section 2.

All other provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions, this 20th day of October, 2011.

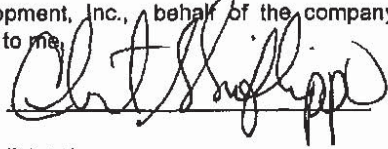
Signed, sealed and delivered in the presence of:

  
Printed Name: JASON WILLIAMS  
  
Printed Name: ~~Christine Sanfilippo~~ Christine Sanfilippo

By:   
Printed Name: Richard R. Baker.  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October 2011, by Richard R. Baker, as Vice President of RGB Development, Inc., behalf of the company, who personally appeared before me and is personally known to me.





Print Name: \_\_\_\_\_

Notary Public for the State of Florida

[NOTARY SEAL]