

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

AIRWAY OAKS

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR AIRWAY OAKS**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Declaration of Covenants, Conditions, Restrictions and Easements for Airway Oaks, is made this ____ day of August, 2005, by Celebrity Home Builders, Inc., a Florida corporation ("Declarant").

WITNESSETH:

Whereas, Declarant is the owner of all the property shown on the subdivision plat for Airway Oaks, recorded in Plat Book ____, Page ____, of the public records of Escambia County, Florida.

Whereas, the Lots within Airway Oaks will be used for single-family dwellings. The utility easements within Airway Oaks will be used by the various utility providers to furnish services to the neighborhood. The common areas and recreation areas will be transferred to a non-profit Florida corporation formed or to be formed by Declarant, which corporation will own such areas for the benefit of the homeowners in Airway Oaks.

NOW THEREFORE, Declarant hereby establishes this Declaration of Covenants, Conditions, Restrictions and Easements for Airway Oaks, which will run with the land and be binding on and inure to the benefit of every owner of property within Airway Oaks.

ARTICLE I

DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms also may be defined the first time they appear.

1.1 "Articles" means the Articles of Incorporation of the Association, filed with the Secretary of State of Florida, as amended from time to time.

1.2 "Assessments" means, collectively, the following charges:

- A. "General Assessment" means the amount charged to each Member to meet the Association's annual budgeted expenses.
- B. "Individual Lot Assessment" means the amount charged to a Member's individual Lot for any charges particular to that Lot.

C. "Special Assessment" means a charge to each Member for capital improvements or emergency expenses.

1.3 "Association" means the Airways Oaks Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns, formed or to be formed by Declarant.

1.4 "Board" means the Board of Directors of the Association.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Common Property" means those tracts of land that are (i) deeded to the Association and designated in the deed as Common Property, or (ii) labeled as a Common Area, or a Recreation Area on the Plat. The term "Common Property" also means any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. "Common Property" does not mean any area that is (i) dedicated in the plat to the county or municipal government or other party other than the Association, or (ii) sold or dedicated to the Association.

1.7 "Declarant" means Celebrity Home Builders, Inc., a Florida corporation, its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered "Declarant" as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to Declarant's interest in Airway Oaks or any portion thereof.

1.8 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Airway Oaks and all supplements and amendments to this Declaration.

1.9 "Drainage System" means all drainage rights of way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones, as shown on the plat. The "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharge from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

1.10 "Lot" means any lot shown on a Plat along with any improvements constructed on the Lot.

1.11 "Member" means a member of the Association. Each Owner is also a Member. There are two classes of Members.

1.12 "Mortgagee" means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

1.13 "Owner" means the record owner, whether that be one or more persons or entities, of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.14 "Plat" means the plat of Airway Oaks and the plats of any additional land annexed to and made part of Airway Oaks, from time to time.

1.15 "Principal Builders" means Celebrity Home Builders, Inc., a Florida corporation and CHB of Northwest Florida, Inc., a Florida corporation, doing business as Paragon Custom Home Group, their successors and assigns.

1.16 "Public Records" means and refers to the Official Public Records of Escambia County, Florida.

1.17 "Subdivision", refers to Airway Oaks, the plat of which is recorded in the public records of Escambia County, Florida, at the plat book and page set forth above, and to any land later made subject to this Declaration, from time to time.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Airway Oaks will initially be comprised, and provides the method of which additional property may be added.

2.1 Initial Property. The property initially subject to this Declaration consists of the subdivision.

2.2 Annexation of Additional Property.

(a) Authority. Additional property may be annexed by the Declarant. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Airway Oaks, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any roads that are situated between the property shown on the Plat and the property to be annexed.

(b) Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by either Declarant, its assigns, or the president of the Association. The Supplemental Declaration shall

contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in common expense. Upon recording the Supplemental Declaration, the annexed property will become part of Airway Oaks.

ARTICLE III

ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To ensure that the homes and accessory buildings within the neighborhood are harmonious, Declarant will create an Architectural Review Committee to approve all construction. Although certain requirements are specified herein, the Architectural Review Committee will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Committee.

(a) Composition. The Architectural Review Committee will consist of a single person or a committee of persons selected by Declarant. Declarant may temporarily delegate this right to appoint members or may assign this right by written instrument recorded in the Public Records. Members of the Architectural Review Committee will serve at the pleasure of the entity entitled to select the members and may be replaced at any time. If Declarant (or assignee) fails to appoint at least one person to the Architectural Review Committee and such vacancy continues for 30 days after the Association gives written notice to Declarant (or assignee) of such vacancy, the Association will have the right to appoint the members of the Architectural Review Committee until such time as Declarant (or assignee) exercises its right of appointment.

(b) Professional Advisor. The Architectural Review Committee may employ one or more architects or land planners to advise the Architectural Review Committee. Each advisor may sit on the Architectural Review Committee as either a voting or nonvoting member, at the discretion of the other members of the Architectural Review Committee. At the discretion of the Architectural Review Committee, the advisor may be paid a reasonable fee derived from application fees or payable by the Association from the General Assessment.

3.2 Architectural Review Procedure.

(a) Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external

appearance of the Lot or improvements on a Lot, must be approved in advance by the Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings, installation of a well; and initial landscaping and any material alteration of landscaping. This right is general and is not limited to the specific items listed in this paragraph or in Paragraph 3.4. Construction effected by or on behalf of Declarant will not be subject to approval by the Architectural Review Committee. Notwithstanding anything to the contrary, the Principal Builders will not be subject to approval by the Architectural Review Committee.

(b) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations of all proposed improvements; (iii) a lot survey showing current improvements; and (iv) such other items as the Architectural Review Committee requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee.

(c) Basis for Decision. The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decision.

(d) Application Fee; Deposit. The Architectural Review Committee may establish procedures for the review of applications, and impose a reasonable fee to be paid by the applicant. The Architectural Review Committee also may require an applicant to post a security deposit to ensure that all work is affected only in accordance with approved plans. The Architectural Review Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

(e) Notification of Approval. The Architectural Review Committee must notify an applicant in writing of its decision within thirty (30) days of receiving a completed application. If approval or disapproval is not given within thirty (30) days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension, provided, however, that a request by the Architectural Review Committee for additional information shall halt the running of the thirty (30) day period.

(f) Enforcement. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, Declarant or the party delegated or assigned Declarant's right to appoint the Architectural Review Committee, may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. Any such action also

shall determine entitlement to any retained security deposit. At such time as Declarant (and its affiliates) owns no Lots within Airway Oaks, each Owner will have the right to enforce these provisions. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

3.3 Liability. The Architectural Review Committee and Declarant will not be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure the construction was done in accordance with the plans.

3.4 Specific Restrictions. The following restrictions shall apply to the Lots; however, the Architectural Review Committee will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) Residential Building. No structure may be erected, placed or permitted to remain on any Lot other than one single-family dwelling, a garage and a swimming pool or a detached structure. No detached structure may be constructed prior to the completion of the construction of the primary structure.

(b) Building Restriction Lines. No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable Plat. Waiver of the fixed setback requirements is hereby granted for unintentional violations that do not exceed ten percent (10%) of the setback distance in question. In the event of any controversy between setbacks as shown on the Plat or as stated in other covenants, the Plat shall have dominance over these covenants. All setbacks and variances shall be in accordance with the rules and regulations as set forth by Escambia County, Florida.

(c) Minimum Floor Space. Each single-story dwelling located on a Lot must contain at least 900 square feet of floor area. "Floor area" means only enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces or patios.

(d) Driveways. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be concrete or other approved material.

(e) Pools, Play Facilities, and Lighting. All recreation facilities constructed or erected on a Lot, including, without limitation, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature must be adequately walled, fenced, or landscaped.

(i) Non-Interference with Easements. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entry way, hedge, planting, tree, grass, fence or

other improvement or landscaping located within the Common Property. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefiting from the easement or responsible for the maintenance of them.

(j) Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and television must be run underground from the connecting point therefrom to the dwelling in such a manner as is acceptable to the respective utility authority or company. Wells may be installed only for irrigation purposes.

(k) Air Conditioning Units. No window or through the wall air conditioning unit will be permitted on any Lot.

(l) Mailboxes. All mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted in only the location approved by the Architectural Review Committee and must be constructed according to a size, design and material approved by the Architectural Review Committee.

(m) Antennae, Aerials, and Satellite Dishes. No antennae or aerial may be placed on any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed 36 inches in diameter. Satellite dishes may only be affixed to the rear of a home and must not be visible from the street in front of the building.

(n) Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots, Common Property or adjacent roads.

(o) Signs. No sign of any kind shall be displayed to general view on any Lot (whether freestanding, attached to a Building, or displayed in a window) except under any of the following circumstances:

(i) Directional or traffic signs and entrance or other identification signs may be installed by or with the consent of the appropriate governmental authority, by Declarant, or by the Board;

(ii) Declarant may display signs for the sale of Lots, homes and promotion of the subdivision;

(iii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such owner; and

(p) Fences. All fences, hedges, walls or the like constructed upon any Lot shall comply with Escambia County regulations. As a general guideline all fences shall be of pressure-treated wood and six feet in height. Fences shall remain natural in color. The rear Lot line shall be defined as being approximately parallel to the rear corners of the home and perpendicular to the boundary of the side Lot lines. Accordingly, no fence may be constructed and no hedge planted nearer to the front Lot line than the rear of the residential structure, nor, if a corner Lot, nearer to the side street than the building setback required from the side street. This restriction does not apply to any growing hedge that does not exceed three feet in height.

(q) Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building, is permitted on a Lot, nor shall any building that is unfinished on the exterior be occupied. This restriction does not apply to any temporary structure maintained for Lot sale and related purposes as provided in paragraph (s) of this section.

(r) Completion of Construction and Repairs. Other than original new home construction, all construction of improvements of a Lot and the construction, repair, or remodeling of any improvement must be completed within four (4) months after commencement. All waste shall be contained during construction and any debris that becomes scattered shall be picked up immediately by the person or company performing the construction.

(s) Sales Offices. Notwithstanding anything in this Declaration to the contrary, Declarant, Principal Builders, and any other parties approved by Declarant may construct and maintain sales offices, model homes, and sales trailers, together with a sign or signs relating thereto, on a Lot or Lots or on any other property within Airway Oaks until such time as all of the Lots are sold.

(t) Destruction or Damage to Subdivision Improvements. Owners will be responsible for any and all damage caused to Common Property or subdivision improvements, including, but not limited to, curbs, gutters, water hydrants, sidewalks, power poles, or fences erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Owners will, during construction, create such barricades or fencing as is required to prevent erosion of soils onto common areas, public roads, or other Lots and police the areas of trash caused by those constructing improvements to the Owner's Lot. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on such Owner's Lot.

(u) Lot Drainage. As part of the Airway Oaks design process, Declarant has developed an Escambia County, Florida, approved master drainage plan for

Airway Oaks. The master drainage plan information is contained on both the recorded Plat and construction plans for Airway Oaks, a copy of which may be viewed or obtained from the Escambia County Planning and/or Engineering Departments or from Declarant. Each Owner shall comply with the provisions of the approved master drainage plan for Airway Oaks. No elevation or topography changes shall be permitted on any Lot which materially affects the surface grade or drainage on said Lot or any adjoining Lot or property.

(v) Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner.

(w) Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner.

(x) Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

(y) Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within Airway Oaks is strictly prohibited.

(z) Parking of Wheeled Vehicles, Boats and Water Vessels. Cars, trucks, tractors, recreational vehicles, and trailers (collectively called "Vehicles") must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted in this paragraph. Boats and water vessels and trailers must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat. Private cars or private trucks (exclusive of all other Vehicles) owned by an Owner or an Owner's guest may be parked in the Owner's driveway, but only if they do not display commercial signs. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may be parked in the driveway of a Lot for up to a total of 48 hours per week for loading and unloading only, and never for dwelling purposes. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage. Vehicles engaged in construction of subdivision improvements or dwellings on behalf of Declarant will be permitted within Airway Oaks for such purposes.

(aa) Pets. Up to two "household pets" may be kept at a Lot. All other pets and animals are strictly forbidden to be kept, bred, or maintained within Airway Oaks. A "household pet" is a dog, cat, or other common domestic animal approved by the Architectural Review Committee. In no event may any pet, including household pets, be kept, bred, or maintained for any commercial purpose. Each Owner will be strictly responsible for the behavior of his or her household pets. An Owner may not permit the household pet to become a nuisance or annoyance to other Owners. Each Owner will be responsible to immediately collect and dispose of waste and litter from the Owner's pets. Pets will not be allowed on the Common Property except in designated areas and then only in compliance with the Rules.

(bb) Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on any Lot unless approved by the Architectural Review Committee. Any such building shall meet the following requirements:

(i) Construction shall be of brick or vinyl siding and the roof constructed using fiberglass shingles. The building should be of a color and quality comparable to the main house.

(ii) No metal buildings shall be permitted and no building shall be moved onto the Lot from another location.

(iii) The total area shall not exceed 170 square feet and shall be located no closer than 5 feet from the side and rear property lines.

(iv) No building or design shall violate the rules and regulations of Escambia County.

3.5 Further Subdivision or Replat of Lots. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be re-subdivided into an equal or lesser number of contiguous Lots provided that all regulations of Escambia County, Florida applicable to the Subdivision Lots are complied with. An Owner may also, by recording an instrument to that effect in the Public Records, combine two or more Lots for a single home site, whereupon the combined property will be deemed to be two or more separate Lots for all purposes, except that it shall be deemed to be a single Lot for the purposes set forth in Article III. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. Declarant may make other adjustments to the Plat if Owners are not materially affected or if all Owners who will be materially affected consent to the modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing to a request for the Owner's consent. Notwithstanding the foregoing, Declarant also may replat a Lot or Lots to Common Property, whereupon such replatted Lot or Lots will no longer be deemed a "Lot." Declarant also may establish additional easements on a Lot or Lots without the consent of the other Owners.

3.6 Conversion of Lots to Other Uses. Notwithstanding anything herein to the contrary, Declarant reserves the right to (i) use any Lot owned by it for the purpose of ingress

and egress to any adjoining property, (ii) cause any Lot to be platted as a right of way. Declarant also reserves the right to impose additional easements on any Lot owned by Declarant, and (iii) convert all or a portion of any Lot to Common Property.

ARTICLE IV COMMON PROPERTY

The Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey, or lease the property.

4.1 Title to Common Property.

(a) Ownership. The Common Property will be owned by the Association for the benefit of all owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Property. After termination of the Class B Membership, the Association may (with the consent of Declarant) sell or lease any part of the Common Property; however, membership approval is not needed for the Board to sell personal property or to grant easements on real property.

(c) Dedication. If the county or municipal government requests that the Association conveys title to or dedicate the Common Property or any portion thereof to the public, the Association will be authorized to make such conveyance or dedication, but only with the approval of the Members. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

4.2 Maintenance; Management; Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, and improvement of the Common Property and must keep the same attractive, clean, and in good repair in accordance with the Declaration and applicable governmental regulations.

(b) Management Agreements. The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management cost will be included within the Assessment. The Association will be obligated to enter into a management agreement with Declarant and will not be entitled to cancel such agreement without Declarant's consent until the Recreation Facilities Charge has been fully paid. The property manager for the Association, its employees, officers, contractors, and assigns will have the right to use the Common Property without liability for Assessments or other charges, as more particularly specified in the management agreement.

4.3 Capital Improvements. The Association may make capital improvements to the Common Property and may modify the use of the Common Property.

4.4 Damage or Destruction of Common Property by Owner. If any Owner or any guest, tenant, licensee, agent, employee, family member, or pet of an Owner damages any of the Common Property as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of the Owner and will become an Individual Lot Assessment payable by the responsible Owner.

4.5 Compliance with Laws. Lots and the Common Property may be used and must be maintained in accordance with all applicable law, ordinances, and regulations, including, without limitations, all regulations and requirements of Escambia County, Florida and the Florida Department of Environmental Protection.

4.6 Drainage System Located in Common Property. The Association will be responsible for the maintenance, operation, and repair of such portion of the Drainage System as is located on Common Property. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the Florida Department of Environmental Protection and Escambia County, Florida. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by the Florida Department of Environmental Protection and Escambia County, Florida.

4.7 Owners' Easement of Enjoyment of the Common Property. Every Owner will have a right and easement of enjoyment in and to the Common Property, subject to the restrictions imposed in this Declaration or in the Rules. This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants, and guests.

4.8 Easements in Favor of Declarant and Association. Declarant reserves for itself, its successors and assigns and for the Association the following perpetual easements:

(a) Utilities. Easements, for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, upon all property subject to Public Utility Easements as shown on the Plat; across, over, through, and under the Common Property; and five feet in width along the front, rear, and side line of each Lot. This easement

shall be automatically be deemed abandoned as to the interior side Lot lines if two or more Lots are combined into a single home site.

(b) Police Powers: Security. A blanket easement throughout Airway Oaks for police powers and services supplied by the local, state, and federal governments.

ARTICLE V

ASSOCIATION ORGANIZATION

Although Declarant will control the Association during the development stage, the Owners eventually will be responsible for the continuation of the Association.

5.1 Membership. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

5.2 Voting Rights. The Association will have two classes of voting membership.

(a) Class A. Class A Members are all Owners of Lots other than Declarant, while Declarant is a Class B Member. Class A Members will be entitled to one vote for each Lot owned.

(b) Class B. Class B Member is Declarant, who shall be entitled to 10 votes in all matters for each Lot owned by the Class B Member or its affiliates. Declarant may assign its Class B Membership. The Class B Membership will end and be converted to Class A Membership three months after the first to occur of the following events.

(i) The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) All phases of Airway Oaks have been completed and made subject to this Declaration, and 90% of the Lots within Airway Oaks have been conveyed to Members other than the Class B Members; or

(iii) Declarant chooses to become a Class A Member, as evidenced by instrument to such effect, executed by Declarant and Declarant's mortgagees holding a mortgage encumbering Airway Oaks or portion thereof, which is recorded in the public records.

5.3 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the number of votes for that Lot will not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote.

5.4 Board of Directors.

(a) Composition. The Board initially will consist of at least three persons appointed by Declarant. Upon termination of the Class B Membership, the Board will consist of at least three directors, selected in accordance with the Articles and Bylaws, but in any event, the number of directors must always be three or a multiple of three.

(b) Classes. Each director will be appointed or elected to one of three classes: Class 1, Class 2 or Class 3. Directors will be elected by class to provide for staggered terms. If the number of directors is increased, it shall be in multiples of three and each new position must be assigned to a class so that each class will have an equal number of directors.

(c) Term of Office. The initial term for the Class 1 director will be for one year. The initial term for the Class 2 director will be for two years. The initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for three years; however, directors will always serve until resignation, removal, or the election of their successors.

(d) Qualifications. After termination of the Class B Membership, each director must be a Member. If a director ceases to be a Member during the term of office, each person will be automatically removed from the Board, effective upon such occurrence.

(e) Voting Procedure. At each annual meeting, the Members will elect the directors to replace the directors of the class whose term of office is then expiring. Each Class A Member will have one vote for each seat to be filled and the Class B Member will have 10 votes for each Lot owned by the Class B Member or its affiliates. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. If there is a tie vote, the Class B Member will be given one additional vote and the opportunity to cast such vote to break the tie. The meeting will, in other respects, be conducted in accordance with the Articles and Bylaws.

(f) Removal. Any director may be removed from office, with or without cause, by at least a majority vote of the Members.

(g) Vacancies; Replacement of Directors. Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association may be called by any officer or by any Member to elect new members to the Board.

(h) Compensation. Directors will not receive compensation for their services unless approved by the Members. This will not prevent a Class B Member or an affiliate of a Class B Member from being compensated for management or other services.

5.5 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

ARTICLE VI

OPERATION OF ASSOCIATION AND BOARD

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

6.1 Annual Meeting.

(a) When called. The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be as determined by the Articles and Bylaws.

(b) Quorum. Voting at an annual meeting requires the presence of (i) Members (in person or by proxy) representing 20% of votes, and (ii) Declarant or its representative so long as Declarant owns at least one Lot.

(c) Notice. Notice of the annual meeting may be given by (i) mailing a notice to each Member at the last address furnished to the Association (ii) delivering notices to the Member's dwellings or Lots, or (iii) posting conspicuous notices for the meeting in the Common Property. Notice should be given at least 30 days before the annual meeting.

6.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority to act on behalf of the Association in all matters.

(b) Quorum. Voting at a Board meeting requires presence of at least 2 of the directors (in person or by proxy). Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) Notices. Notices of all meetings of the Board shall be posted in a conspicuous place in the Common Property or otherwise at an entrance to the subdivision, 48 hours in advance, absent emergency. If the Board desires to levy an assessment at a meeting, the notice must include a statement describing the assessment being considered. All meetings must be open to the Members, except for meetings permitted by law to be closed.

6.3 Record Keeping. The Board shall keep, or cause to be kept, a record of all meetings, both of the Board and of the Association. For each action taken, the record must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based.

The record must be available for inspection by any Member, except for records of closed meetings of the Board. Officers may be elected by the Board by secret ballot.

ARTICLE VII

ASSOCIATION BUDGET

To fulfill its obligation to maintain the Common Property, the Board is responsible for the fiscal management of the Association.

7.1 Fiscal Year. The fiscal year of the Association will begin January 1 of each year and end on December 31 of that year. The Board may elect another fiscal year. The Board must prepare an annual Budget.

7.2 Budget. A copy of the budget must be provided to each Member or a notice must be given to the Members that a copy of the budget is available upon request and without charge. The annual budget will estimate total expenses to be incurred by the Association in carrying out responsibilities. The budget must include:

- (a) The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;
- (b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves;
- (c) Fees for professional management of the Association (which may include Declarant), legal counsel, and accounting;
- (d) Taxes, if the Common Property is taxed separately from the Lots;
- (e) An itemized list of all fees or charges for recreational amenities; and
- (f) An estimate of revenues from the General Assessment.

7.3 Reserves. The Association shall accumulate and maintain adequate reserves for working capital, contingencies, and replacements, to be included in the annual budget and collected as part of the annual General Assessment. This shall not occur until the termination of Declarant's guarantee described in Paragraph 8.2 of this document. Extraordinary expenses not originally included in the annual budget will be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, such excess may be used to reduce the following year's assessments.

7.4 Preparation and Approval of Annual Budget.

- (a) Initial Budget. Declarant will prepare the first annual budget.

(b) Subsequent Years. Budgets other than the initial budget will be prepared at the direction of the Board at least one month before the end of the fiscal year. The budget and the annual General Assessment must be adopted by a majority of the Board.

7.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay General Assessments, whenever the amount of such assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

7.6 Financial Reporting. The Board shall prepare an annual financial report for the Association within 60 days of the close of the fiscal year and provide each Member with a copy of the report, upon request, without charge. The report must be in form required by Florida Statutes.

7.7 Capital Improvements. The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessment. If the cost of all capital improvements to be paid within a single year totals more than 25% of the Association's annual budget, the capital improvements must be approved by majority vote of the Members. Any repair or replacement of existing improvements will not be considered a capital improvement.

7.8 Reserves shall be kept separate from other Association funds. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

7.9 Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the annual General Assessment for such year if it appears that there will be insufficient income to meet the obligations of the Association.

ARTICLE VIII

COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To ensure that the Association has a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Lots and the Member's personal obligation.

8.1 Obligations for Assessments. Declarant covenants for each Lot, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessment for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration, and
- (c) Individual Lot Assessments for any charges particular to that Lot.

8.2 Guarantee of Class B Member. The Class B Member agrees that it will be obligated to pay any operating expenses of the Association in excess of the revenue derived from the Assessments, including any increases made during a fiscal year, until the end of the first fiscal year of the Association. This obligation is called the "Budget Guarantee". The Class B Member may elect to renew the Budget Guarantee, the Class B Member and its affiliates will not be liable for any Assessments on any Lots it owns. A Lot exempt from Assessments pursuant to this paragraph is referred to as an "Exempt Lot".

8.3 Equitable Division of Assessments. The General Assessment and Special Assessments shall be assessed among all Lots as follows:

- (a) Exempt Lots will not be subject to assessment.
- (b) The General Assessment and Special Assessment will be payable by class. It is the intent that Vacant Lots be assessed significantly less than Improved Lots. The classes will be "Improved Lots" and "Vacant Lots", respectively. Lots unimproved by dwelling other than a model home (not occupied as a dwelling) will constitute the "Vacant Lots" class and all other Lots will constitute the "Improved Lots" class. Each Lot in the Vacant Lots class will be subject to a sum equal to the respective General Assessment or Special Assessment divided by the number of Lots, excluding Exempt Lots, multiplied by 10%. The remainder of the respective General Assessment or Special Assessment will be assessed equally among the Lots in the Improved Lots class, excluding Exempt Lots.

8.4 General Assessment

- (a) Establishment by Board. The Board will set the date or dates the General Assessment will be due, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.
- (b) All of Declarant's Lots to be exempt forever.
- (c) Late Fee and Interest. The Board may impose a reasonable late fee. Additionally, interest will accrue at the highest lawful rate on delinquent payments.

8.5 Special Assessment. In addition to the General Assessment, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

- (a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Assessment. By a 2/3 vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted and including payments due for the Recreation Facilities Charge).

(c) Exemption. Exempt Lots will not be subject to Special Assessments, nor will an Exempt Lot be subject to payment of any Special Assessment or any portion thereof declared or assessed while such Lot was an Exempt Lot even if payments for such Special Assessments are made in installments becoming due subsequent to the time such Lot no longer is considered an Exempt Lot. [For example, if a Special Assessment is declared on January 1 while Lot 37 is an Exempt Lot, but the payment of the Special Assessment is not required until March of the same year, then even if Lot 37 is not an Exempt Lot as of February of such year, Lot 37 still will be considered exempt from such Special Assessment.]

8.6 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

8.7 Exemption of Builder. Notwithstanding anything in this Declaration to the contrary, Declarant hereby exempts the Principal Builders from assessments of any kind. Any lots owned by the Principal Builders shall be considered exempt lots for as long as the Principal Builders are building in Airway Oaks.

8.8 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fees, interest, and costs of collection when delinquent, including reasonable attorneys' fees (at trial or on appeal) whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of Paragraph 8.8(d).

(c) Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may

foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale to acquire, hold, lease, mortgage, and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer; however, the Recreation Facilities Assessment will not be reduced and the effect of such foreclosure shall be to increase the time that the foreclosed Lot is deemed a "Subject Lot". The transferees of such Lot shall be liable for any assessments coming due after the sale or transfer.

(e) Other Remedies. The Association may assess fines and suspend the voting rights and right to use of the Community Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, but only as permitted by law.

8.9 Certificate of Payment. The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

ARTICLE IX

INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

9.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

9.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

9.3 Public Liability. The Board shall obtain public liability insurance, in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Whenever practicable, such

insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners. Such insurance must always name Declarant and CHB of Northwest Florida, Inc., doing business as Paragon Custom Home Group as additional insureds until 50 years after the date of this Declaration.

9.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

9.5 Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

9.6 Repair and Reconstruction after Fire or Other Casualty. If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

9.7 Indemnity of Declarant. In consideration of Declarant conveying the Common Property to the Association, the Association releases, indemnifies, and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Common Property or construction of the Recreation Facilities and shall defend Declarant against all claims of any third party. Such indemnity includes any attorneys' fees and costs incurred by Declarant at trial and on appeal.

ARTICLE X

GENERAL PROVISIONS

This article sets forth rules of interpreting the Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

10.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

10.2 Release From Minor Violations. Declarant and the Architectural Review Committee or either of them shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration or the Plat including, without limitation (i) encroachments into easements, (ii) encroachments over building restriction lines, and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 85% of the required minimum. Notwithstanding the foregoing, only

Escambia County can release a Lot from violations of an ordinance or an encroachment of an easement in favor Escambia County.

10.3 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Declarant, any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The Florida Department of Environmental Protection and Escambia County, Florida will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Drainage System. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this Declaration.

10.4 Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

10.5 Notices. Notices shall be given as to Owners by posting at the Owner's dwelling or vacant Lot, or mailing first class postage prepaid to the Owner's address maintained by the Association, or by posting a notice applicable to all Owners at the Common Property, and as to Declarant, by sending certified mail to the corporate address of Declarant filed with the Florida Secretary of State.

10.6 Amendment.

(a) Subject to the provisions of Paragraph 10.7, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Lots, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Northwest Florida Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

(b) Subject to the provisions of Paragraph 10.7, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, as long as no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

(c) Subject to the provisions of Paragraph 10.7, this Declaration may be amended by consent of Owners of 50% or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records, provided that no such amendment

will be effective without the consent of Declarant, or its assigns, until Declarant and its affiliates own no Lots or other property within Airway Oaks.

(d) Declarant, without the consent of any party, may bring within the scheme of this Declaration additional land by Supplementary Declaration in accordance with the procedures set forth in Paragraph 2.2.

(e) Any amendment to the Declaration that would alter the Drainage System must have the prior approval of the Northwest Florida Water Management District.

10.7 Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on 30% or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within 30 days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This paragraph shall not apply or be construed as a limitation on those rights of Declarant, the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

10.8 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

10.9 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein maybe deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein maybe deemed the corresponding plural form thereof and vice versa.

10.10 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Declarant or increasing

the liabilities of or duties imposed on Declarant will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

10.11 Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 90 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 90-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by a majority of all Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the 90-year term or the 10-year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Witnesses:

Ruth Dupont Esser
Print Name: Ruth Dupont Esser

CELEBRITY HOME BUILDERS, INC.,
a Florida corporation

Jeffrey S. Holcomb
Print Name: JEFFREY S. HOLCOMB

By: Milton C. Rogers
Milton C. Rogers, its president

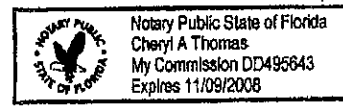
Celebrity Home Builders, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of August, 2006, by Milton C. Rogers, as president of Celebrity Home Builders, Inc.

Cheryl A. Thomas
NOTARY PUBLIC
Print Name: Cheryl A. Thomas

Personally Known
OR
 Produced Identification
Type of Identification Produced _____



JOINDER OF MORTGAGEE

Whitney National Bank, as holder of a mortgage encumbering the property known as Airway Oaks as described in the foregoing Declaration, hereby consents to and joins in the Declaration of Covenants, Conditions, Restrictions and Easements for Airway Oaks.

Nothing contained herein shall be deemed to or in any way limit or effect the mortgage held by Whitney National Bank over the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said mortgagee to the Declaration.

Signed, sealed and delivered in our presence as witnesses:

WHITNEY NATIONAL BANK

Beth Brothers
Print Name: Beth Brothers
Ruth Dupont Esser
Print Name: Ruth Dupont Esser

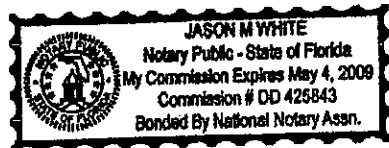
By: [Signature]
Robert C. Maloy, its vice president
ERIC S. NICKELSEN


STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 10th day of August, 2006, by Robert C. Maloy, as vice president of WHITNEY NATIONAL BANK.
Eric S. Nickelson

[Signature]
NOTARY PUBLIC

Personally Known
OR
 Produced Identification
Type of Identification Produced _____



DEED DOC STAMPS PD @ ESC CO \$ 0.70
04/07/03 ERNIE LEE WOODRUFF, CLERK
By: 

78-0
20
Prepared By: Edmisten & Associates
1218 East Cervantes Street
Pensacola, FL 32501

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the Department of the Army Permit No. 200201141 (NW-EF) issued by the United States Army Corps of Engineers and Florida Department of Environmental Protection Permit No. 17-0203819-001-DF issued pursuant to the requirements of Chapter 403, Florida Statutes, and Chapter 62-312, Florida Administrative Code, to Kip Walker, applicant and grantor, has granted to the State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Escambia County, Florida, as set forth in the survey attached hereto as Exhibit "A".

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands situated in Escambia County, Florida hereinafter referred to as the "Property" more specifically described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, construction of the facility in jurisdictional wetland areas is contingent upon consent of the Grantee; and

WHEREAS, the Grantor, in consideration of the consent of the Grantee, is agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the property.

NOW THEREFORE, in consideration of the issuance of said permit to disturb and/or discharge fill material in those areas specified and attached hereto as Exhibit B and incorporated by reference, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property

described in Exhibit A, which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced and/or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit. To carry out this purpose the following rights are conveyed to Grantee and the U.S. Army Corps of Engineers by this easement:
 - (a) To enter upon the Property in a reasonable manner and at a reasonable time to ensure compliance with this conservation easement; and
 - (b) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Except for such activities as authorized pursuant to the Department of the Army Permit No. 200201141 (NW-EF) and the Florida Department of Environmental Protection Permit No. 17-0203819-001-DF, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

- i) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- ii) Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;
- iii) Removal or destruction of trees, shrubs or other vegetation with the exception of nuisance and exotic plant species as may be required by the Grantee and with prior approval of the U.S. Army Corps of Engineers;

- iv) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
 - v) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
 - vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation;
 - vii) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and,
 - viii) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.
2. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.
3. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.
4. ^{Konkuler} Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.
5. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.
6. Any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns. Jurisdiction for enforcement by the Florida Department of Environmental Protection shall be exclusively in the Second Judicial Court in Leon County.
7. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and the U.S. Army Corps of Engineers and that any forbearance on behalf of Grantee and the U.S. Army Corps of Engineers to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal

representatives or assigns shall not be deemed or construed to be a waiver of Grantee's and the U.S. Army Corps of Engineers' rights hereunder in the event of subsequent breach.

8. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.
9. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.
10. All notices, consents, approvals or other communications hereunder shall be in writing to the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
11. Grantor agrees that the terms, conditions, restrictions and purposes of this conservation easement will be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the property.
12. This conservation easement may be amended, altered, released or revoked only by written agreement between all the parties hereto.
13. The Grantee or the US Army Corps of Engineers by injunctive relief and other appropriate available remedies may enforce the terms and condition of this Conversation Easement.

SIGNATURE PAGE FOR INDIVIDUAL

TO HAVE AND TO HOLD unto Grantee, its heirs, successors, personal representatives or assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.

Signed, Sealed and Delivered
In our presence as witnesses:

Grantor

James Sean O'Toole
Original Signature

By *Kip Walker*

James Sean O'Toole
Typed/Printed Name of Witness

By _____

Mary Hartsman
Original Signature

Mary Hartsman
Typed/Printed Name of Witness

State of Florida

County of Escambia

The forgoing instrument was acknowledged before me this 26 day of MARCH, 2003, by KIP WALKER, who is (are) personally known to me or who has produced N/A, as identification.

My Commission Expires:

Michele Treadway
Notary Public, State of _____

Commission/Serial No. _____

Printed/Typed or Stamped Name

MICHELE TREADWAY
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. DD 067480
MY COMMISSION EXPIRES MAY 17, 2006

OR BK 5107 PG0225
Escambia County, Florida
INSTRUMENT 2003-079442

LEGAL DESCRIPTION AS FURNISHED:

THAT PORTION OF SECTION 12 TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 01°29'12" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 FOR 330.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80°36'14" WEST PARALLEL TO THE SOUTH LINE OF LOT 1 FOR 685.80 FEET; THENCE NORTH 01°24'17" EAST FOR 348.67 FEET; THENCE NORTH 80°30'46" WEST FOR 450.85 FEET; THENCE NORTH 01°24'17" EAST FOR 172.18 FEET; THENCE NORTH 80°30'43" WEST FOR 70.37 FEET; THENCE NORTH 01°24'17" EAST FOR 131.30 FEET TO THE SOUTH LINE OF THE NORTH 330 FEET OF THE SOUTH 1320.00 FEET OF SAID GOVERNMENT LOT 1 (SAID LINE ALSO BEING THE SAME SOUTH LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2300 AT PAGE 374 OF PUBLIC RECORD OF SAID COUNTY); THENCE SOUTH 80°36'14" EAST AND ALONG SAID SOUTH LINE FOR 1187.84 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 1; THENCE SOUTH 01°29'12" WEST AND ALONG SAID EAST LINE FOR 680.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13.90 ACRES MORE OR LESS.

PARCEL NO. 2

BEGIN 890 FEET NORTH OF SOUTHEAST CORNER OF LOT 1, RUN NORTH ALONG THE EAST LINE OF LOT 1, 330 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF LOT 1, 1320 FEET, TO THE WEST LINE OF SAID LOT 1, THENCE SOUTH ON SAID WEST LINE 330 FEET, THENCE EAST PARALLEL TO THE SOUTH LINE OF LOT 1, 1320 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 10.02 ACRES MORE OR LESS AND SUBJECT TO A ESCAMBIA COUNTY MAINTENANCE CLAIM ACROSS THE WESTERN PORTION FOR ARMY DRIVE.

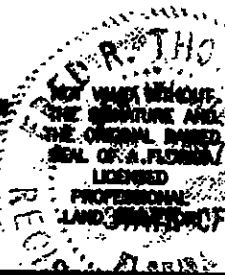
GENERAL NOTES:

1. THE NORTH ANGLE AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 89 DEGREES 30 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF THIS PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2300 AT PAGE 374 OF THE PUBLIC RECORDS OF SAID COUNTY, AS PER ORDER.
2. THE SURVEY DATA AS SHOWN HEREON IS REFERENCED TO BEARS AS RECORDED IN O.R. BOOK 2300, PG. 374, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND TO EXISTING FIELD MONUMENTATION.
3. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
4. NO TITLE SEARCH WAS PROMOTED TO NOR PERFORMED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, EIGHT-OF-NINYS, STATE AND/OR FEDERAL JURISDICTIONAL OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.
5. THE OWNER AND DEVELOPER OF THE PROPERTY AS SHOWN HEREON IS NP WALKER / MFI DEVELOPMENT, 2172 WEST NINE MILE ROAD, PENACOLA, FLORIDA, 32509, PHONE (904) 888-1203.
6. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" (AREAS OUTSIDE THE 100 YEAR FLOOD PLAIN) BASE ELEVATION NOT APPLICABLE, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOODED INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, (UNINCORPORATED AREAS) COMMUNITY PANEL NUMBER 12000 0008 P, REVISED FEBRUARY 23, 2000.
7. THE SURVEY AS SHOWN HEREON COMPIES WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA.
8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT WILL NOT BE SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
9. THE ENCROACHMENTS ARE AS SHOWN.
10. THIS SURVEY DOES NOT ESTABLISH OWNERSHIP.
11. ONLY VISIBLE UTILITIES HAVE BEEN FIELD LOCATED AND SHOWN HEREON.
12. THE JURISDICTION LINES AS SHOWN HEREON WERE FLAGGED BY SEAN O'DOLE WITH EDWINSTEN & ASSOCIATES, INC. AND FIELD LOCATED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING, INC.

DEFINES:

- - 3/4" PLAIN IRON ROD NUMBERED 1292 (FOUND)
- - 1/2" CAPPED IRON ROD NUMBERED 6801 (FOUND)
- ⊙ - 1/2" IRON ROD PLAIN (FOUND)
- ⊞ - 4"x4" CONCRETE MONUMENT PLAIN (FOUND)
- ⊕ - 1/2" CAPPED IRON ROD NUMBERED 6489 (FOUND)
- ⊖ - 1/2" CAPPED IRON ROD NUMBERED 4801 (FOUND)
- ⊗ - 1/2" CAPPED IRON ROD NUMBERED 6112 (FOUND)
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PRC - POINT OF REVERSE CURVATURE
- PI - POINT OF INTERSECTION
- RP - RADIUS POINT
- φ - UTILITY POLE
- - GUY ANCHOR
- E/T- - OVERHEAD ELECTRIC LINES
- △ - JURISDICTIONAL FLAGS
- 31-21 / 32-22 - COE WETLAND FLAG NUMBERS
- DEP-22 - DEP WETLAND FLAG NUMBERS
- L21 - LINE NUMBER (SEE JURISDICTIONAL LINE TABLE)
- C3 - CURVE NUMBER (SEE CENTERLINE CURVE TABLE)
- - - - COUNTOUR LINE (TYPICAL)
- - - - CHAIN LINK FENCE
- - - - WIRE FENCE
- L= - ARC LENGTH
- R= - RADIUS
- R/W - RIGHT OF WAY
- - - - CURB INLET

NORTHWEST FLORIDA LAND SURVEYING, INC.
180 NORTH BALCONY STREET, PENACOLA, FLORIDA 32509
Seal and Signature
SEAN O'DOLE
PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER ONLY CORPORATE NUMBER 4002
STATE OF FLORIDA



SCALE:

PAGE 1 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1500 N. Palatka St.
Pensacola, FL 32501
(850) 432-1052
105 Willing St.
Milton, FL 32570
(850) 626-9270

BOUNDARY

JOB NO.: 12515-02

**DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
NORTH CONSERVATION EASEMENT**

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 20 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 FOR 1320.00 FEET, THENCE NORTH 00 DEGREES 36 MINUTES 14 SECONDS WEST FOR 823.04 FEET, TO THE POINT OF BEGINNING, THENCE SOUTH 03 DEGREES 24 MINUTES 37 SECONDS EAST FOR 2.81 FEET, THENCE SOUTH 05 DEGREES 04 MINUTES 07 SECONDS EAST FOR 51.57 FEET, THENCE SOUTH 32 DEGREES 43 MINUTES 19 SECONDS WEST FOR 80.51 FEET, THENCE SOUTH 41 DEGREES 06 MINUTES 22 SECONDS WEST FOR 25.48 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 170.00 FEET (DELTA: 31 DEGREES 18 MINUTES 24 SECONDS, TANGENT: 47.64 FEET, CHORD: 81.74 FEET, CHORD BEARING: NORTH 78 DEGREES 20 MINUTES 26 SECONDS WEST), THENCE GO ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 82.80 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET (DELTA: 7 DEGREES 34 MINUTES 08 SECONDS, TANGENT: 13.23 FEET, CHORD: 26.40 FEET, CHORD BEARING: NORTH 08 DEGREES 28 MINUTES 17 SECONDS WEST), THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 26.42 FEET, THENCE DEPARTING SAID CURVE GO NORTH 14 DEGREES 00 MINUTES 02 SECONDS EAST FOR 41.11 FEET, THENCE NORTH 17 DEGREES 11 MINUTES 01 SECONDS EAST FOR 38.87 FEET, THENCE SOUTH 00 DEGREES 30 MINUTES 14 SECONDS EAST FOR 131.35 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 12 TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 0.37 ACRES MORE OR LESS.

**DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
SOUTH CONSERVATION EASEMENT**

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 20 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 FOR 330.00 FEET, THENCE NORTH 00 DEGREES 30 MINUTES 14 SECONDS WEST PARALLEL TO THE SOUTH LINE OF LOT 1 FOR 413.97 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 00 DEGREES 36 MINUTES 14 SECONDS WEST FOR 251.83 FEET, THENCE NORTH 01 DEGREES 24 MINUTES 17 SECONDS EAST FOR 346.67 FEET, THENCE NORTH 00 DEGREES 30 MINUTES 48 SECONDS WEST FOR 400.88 FEET, THENCE NORTH 01 DEGREES 24 MINUTES 17 SECONDS EAST FOR 172.18 FEET, THENCE NORTH 00 DEGREES 38 MINUTES 43 SECONDS WEST FOR 70.37 FEET, THENCE NORTH 01 DEGREES 24 MINUTES 17 SECONDS EAST FOR 131.30 FEET, THENCE NORTH 00 DEGREES 36 MINUTES 18 SECONDS WEST FOR 16.77 FEET, THENCE NORTH 15 DEGREES 45 MINUTES 15 SECONDS EAST FOR 80.81 FEET, THENCE NORTH 32 DEGREES 40 MINUTES 49 SECONDS EAST FOR 61.16 FEET, THENCE SOUTH 08 DEGREES 26 MINUTES 26 SECONDS EAST FOR 23.42 FEET, THENCE NORTH 13 DEGREES 25 MINUTES 19 SECONDS EAST FOR 86.02 FEET, THENCE SOUTH 00 DEGREES 30 MINUTES 14 SECONDS EAST FOR 15.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET (DELTA: 17 DEGREES 34 MINUTES 40 SECONDS, TANGENT: 30.93 FEET, CHORD: 61.13 FEET, CHORD BEARING: SOUTH 00 DEGREES 48 MINUTES 42 SECONDS EAST), THENCE GO ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 61.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 230.00 FEET (DELTA: 10 DEGREES 35 MINUTES 18 SECONDS, TANGENT: 21.31 FEET, CHORD: 42.44 FEET, CHORD BEARING: SOUTH 77 DEGREES 19 MINUTES 03 SECONDS EAST), THENCE GO ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 42.50 FEET, THENCE DEPARTING SAID CURVE GO SOUTH 45 DEGREES 29 MINUTES 16 SECONDS WEST FOR 36.13 FEET, THENCE SOUTH 07 DEGREES 06 MINUTES 57 SECONDS WEST FOR 78.45 FEET, THENCE SOUTH 36 DEGREES 00 MINUTES 20 SECONDS EAST FOR 80.73 FEET, THENCE SOUTH 53 DEGREES 48 MINUTES 07 SECONDS EAST FOR 133.48 FEET, THENCE NORTH 71 DEGREES 13 MINUTES 12 SECONDS EAST 41.10 FEET, THENCE NORTH 83 DEGREES 38 MINUTES 34 SECONDS EAST FOR 85.61 FEET, THENCE SOUTH 81 DEGREES 07 MINUTES 27 SECONDS EAST FOR 95.12 FEET, THENCE SOUTH 85 DEGREES 08 MINUTES 25 SECONDS EAST FOR 98.57 FEET, THENCE SOUTH 24 DEGREES 58 MINUTES 33 SECONDS EAST FOR 50.83 FEET, THENCE SOUTH 39 DEGREES 53 MINUTES 42 SECONDS EAST FOR 88.24 FEET, THENCE SOUTH 48 DEGREES 22 MINUTES 07 SECONDS EAST FOR 33.14 FEET, THENCE SOUTH 14 DEGREES 04 MINUTES 37 SECONDS WEST FOR 72.83 FEET, THENCE SOUTH 39 DEGREES 15 MINUTES 26 SECONDS EAST FOR 78.64 FEET, THENCE SOUTH 13 DEGREES 07 MINUTES 40 SECONDS EAST FOR 103.27 FEET, THENCE SOUTH 02 DEGREES 37 MINUTES 00 SECONDS WEST FOR 40.81 FEET, THENCE SOUTH 08 DEGREES 05 MINUTES 27 SECONDS EAST FOR 42.67 FEET, THENCE SOUTH 36 DEGREES 59 MINUTES 13 SECONDS EAST 102.40 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 12 TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 4.80 ACRES MORE OR LESS.

CURVE #1
Radius: 200.00'
Arc Length: 61.37'
Delta: 17°34'49"
Tangent: 30.93'
Chord: 61.13'
Course: S 80°48'49" E

CURVE #2
Radius: 230.00'
Arc Length: 42.50'
Delta: 10°35'16"
Tangent: 21.31'
Chord: 42.44'
Course: S 77°19'03" E

CURVE #3
Radius: 170.00'
Arc Length: 92.89'
Delta: 31°18'24"
Tangent: 47.64'
Chord: 91.74'
Course: N 78°20'26" W

CURVE #4
Radius: 200.00'
Arc Length: 26.42'
Delta: 7°34'06"
Tangent: 13.23'
Chord: 26.40'
Course: N 66°28'17" W

JURISDICTIONAL LINE TABLE		
LINE	LENGTH	BEARING
L1	15.41	S14°09'02"W
L2	16.97	S08°52'38"W
L3	17.40	S01°05'47"W
L4	22.09	S62°17'23"E
L5	30.59	S74°10'34"E
L6	28.47	S86°24'08"E
L7	38.46	N48°01'12"E
L8	20.28	N41°05'22"E

NOT BE USED WITHOUT THE SIGNATURE AND THE CHAINING BASED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

SCALE



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1500 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052
105 Willing St.
Milton, FL 32570
(850) 626-9270

LIMITS OF SURVEY

DR BK 5107 PG 0227
Escambia County, Florida
INSTRUMENT 2003-079442

12-15-30-1001-000-002
WILBUR O & ISABEL MARTIN
9130 AIRWAY DRIVE
PENSACOLA, FLORIDA 32514
ZONED: R-5
OR 4868 PG 1308

12-15-30-2001-000-001
ESCAMBIA COUNTY
223 PALAFOX PLACE
PENSACOLA, FLORIDA 32501
ZONED: S-1
OR 1254 PG 233

12-15-30-2001-001-001
SCHOOL BOARD OF ESCAMBIA COUNTY
215 W GARDEN STREET
PENSACOLA, FLORIDA 32501
ZONED: S-1
OR 1261 PG 867

12-S-30-1005-000-001
MYRA L MACKAY
8860 AIRWAY DR
PENSACOLA, FLORIDA 32514
ZONED: R-5
OR 3633 PG 852

AIRWAY DRIVE
(RAW - UNDETERMINED)

DROP BOX
TOP OF STRUCTURE = 88.68'
SOUTH INVERT = 80.08'

CONCRETE FLUME

330.00'
SOUTH
S01°24'17" W

MAINTENANCE CLAIM AS
FIELD MONUMENTED

36" CONC PIPE

STORM MANHOLE
NORTH INVERT = 88.54'
SOUTH INVERT = 88.44'
36" CONC PIPE

STORM INLET INVERTS
TOP OF STRUCTURE = 84.76'
NORTH PIPE = 88.88'
EAST PIPE = 88.16'
SOUTH PIPE = 88.76'

36" CONC PIPE

BUBBLE UP STRUCTURE
TOP OF STRUCTURE = 80.69'
WEST PIPE = 88.18'

36" CONC PIPE

RIP RAP

N 17°11'01" E
27.82'

N 17°11'01" E
31.05'

N 14°09'02" E
41.11'

S 89°36'14" E
15.71'

SA-19

N 13°25'19" E

SA-21

N 15°48'15" E
N 72°49'49" E

135.00'

131.30'

0.9'

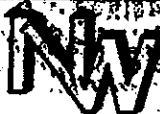
SEE PAGE 2

LIMITS OF SURVEY

SCALE: 1" = 60'

SEE PAGE 10

PAGE 3 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

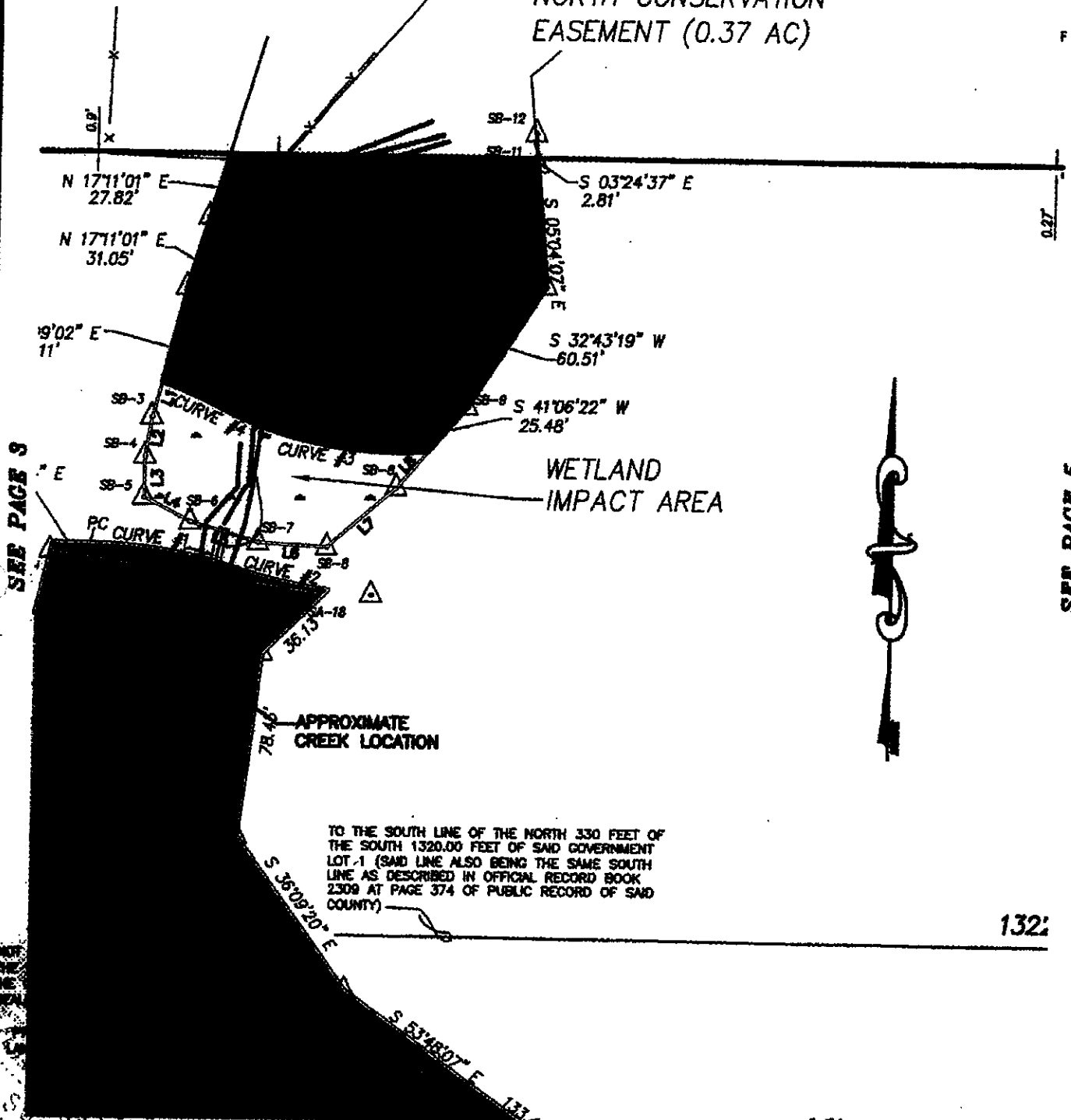
1500 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052

105 Willing St.
Milton, FL 32570
(850) 628-9270

LIMITS OF SURVEY

DR BK 5107 P60228
Escambia County, Florida
INSTRUMENT 2003-079442

POINT OF BEGINNING
NORTH CONSERVATION
EASEMENT (0.37 AC)



SEE PAGE 3

SEE PAGE 5

TO THE SOUTH LINE OF THE NORTH 330 FEET OF
THE SOUTH 1320.00 FEET OF SAID GOVERNMENT
LOT-1 (SAID LINE ALSO BEING THE SAME SOUTH
LINE AS DESCRIBED IN OFFICIAL RECORD BOOK
2309 AT PAGE 374 OF PUBLIC RECORD OF SAID
COUNTY)

132'

SCALE: 1" = 60'

SEE PAGE 9

PAGE 4 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1600 N. Palafox St.
Pensacola, FL 32501
(850) 492-1052
105 Willing St.
Milton, FL 38570
(850) 626-8270

LIMITS OF SURVEY

OR BK 5107 P60229
Escambia County, Florida
INSTRUMENT 2003-079442

12-19-30-1001-001-002
FRANKLIN M & SARAH ANN DIMITROFF
9120 AIRWAY DRIVE
PENSACOLA, FLORIDA 32514
ZONED: R-5
OR 4152 PG 191

1323.31' (A) 1320.0' (D)

699.78'

0.27'

SEE PAGE 4



NORTH 330 FEET OF THE
SOUTH 1320 FEET OF
GOVERNEMENT LOT 1

F
SEE PAGE 6

1322.84' (A) 1320.0' (D) EAST

1187.84'

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL PAPER
SEAL OF A FLORIDA
LICENSED
PROFESSIONAL
LAND SURVEYOR

SCALE 1" = 60'

SEE PAGE 8

PAGE 5 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1500 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052

106 Willing St.
Milton, FL 32570
(850) 628-9270

LIMITS OF SURVEY

DR BK 5107 PG0230
Escambia County, Florida
INSTRUMENT 2003-079442

WEST
N89°36'14"W

SECTION 12,
T-1-S, R-30-W

SECTION 13,
T-1-S, R-30-W

PARCEL NO. 2
10.02 ACRES
VACANT

SEE PAGE 6

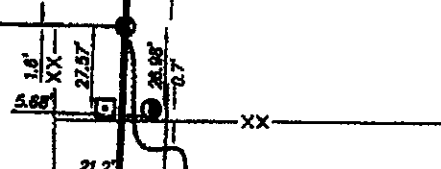


NORTH
330.00'
N01°29'12"E

BATES DRIVE ~ 15' R/W
(NOT OPEN)

LIMITS OF SURVEY

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL STAMPED
SEAL OF A FLORIDA
LICENSED
PROFESSIONAL
LAND SURVEYOR



SCALE: 1" = 60'

SEE PAGE 7

PAGE 6 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

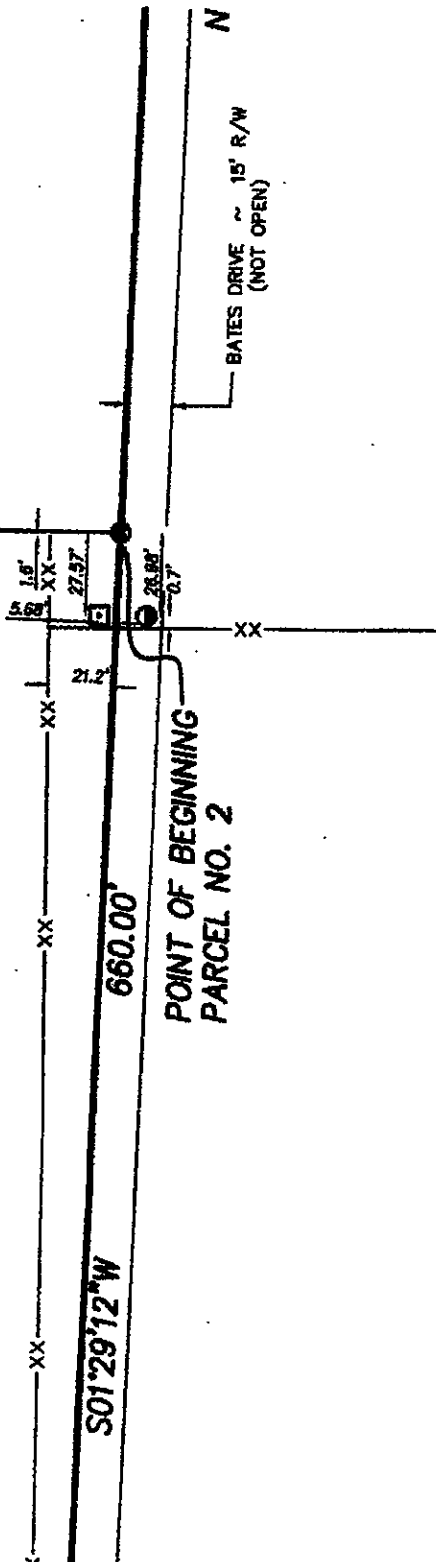
1500 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052

105 Willing St.
Milton, FL 32570
(850) 626-9870

BOUNDARY

SEE PAGE 6

SEE PAGE 8



LIMITS OF SURVEY

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 60'

SEE PAGE 12

PAGE 7 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1500 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052

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Milton, FL 32570
(850) 626-9270

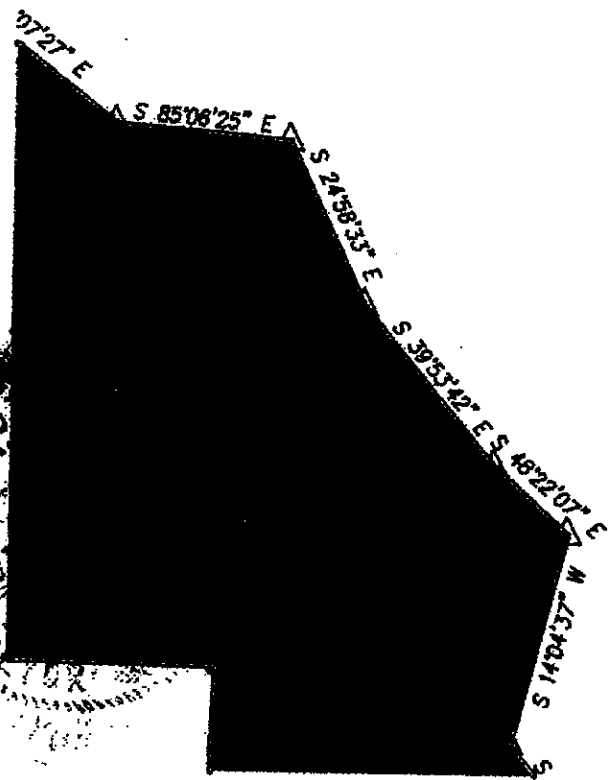
SEE PAGE 6

OR BK 5107 PG0232
Escambia County, Florida
INSTRUMENT 2003-079442

1322.84' (A) 1320.0' (D) EAST
1187.84'

SEE PAGE 9

SEE PAGE 7



PARCEL NO. 1
13.50 ACRES
VACANT

SCALE: 1" = 60'

SEE PAGE 11

PAGE 8 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1500 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052

105 Willing St.
Milton, FL 32570
(850) 626-9270

SEE PAGE 4

OR BK 5107 PG 233
Escambia County, Florida
INSTRUMENT 2003-079442

78.45' APPROXIMATE
CREEK LOCATION

TO THE SOUTH LINE OF THE NORTH 330 FEET OF
THE SOUTH 1320.00 FEET OF SAID GOVERNMENT
LOT 1 (SAID LINE ALSO BEING THE SAME SOUTH
LINE AS DESCRIBED IN OFFICIAL RECORD BOOK
2309 AT PAGE 374 OF PUBLIC RECORD OF SAID
COUNTY)

S 35°09'20" E

S 53°46'07" E 133.49'

S 71°33'12" E N 83°38'34" EA

S 51°07'

SEE PAGE 10

7.37'
35°43' W

172.18'

SEE PAGE 8

MOBILE HOME

SEE SAID WITHOUT
THE SURVEY AND
THE ORIGINAL BOUND
RECORD OF FLORIDA

LICENSED
PROFESSIONAL
LAND SURVEYOR

12-15-30-1005-000-002
WALTER BURGESS
1840 E HATTON ST
PENSACOLA, FLORIDA 32503
ZONED: R-5
OR 2943 PG 581

12-15-30-1005-000-003
SANDRA FAYE BURGESS
896D AIRWAY DR
PENSACOLA, FLORIDA 32534
ZONED: R-5
OR 2885 PG 640

SCALE: 1" = 60'

LIMITS OF SURVEY

PAGE 9 OF 12



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1600 N. Palafox St.
Pensacola, FL 32501
(850) 432-1052

105 Willing St.
Milton, FL 32670
(850) 636-9270

BOUNDARY

SEE PAGE 9

12-19-30-2001-0C
 SCHOOL BOARD OF ESCAMBIA
 215 W GARDEN ST
 PENSACOLA, FLORIDA
 ZONED: S-1
 OR 1261 PG 86

AIR
 (RAW - UN)

STORM MANHOLE
 NORTH INVERT = 88.52'
 SOUTH INVERT = 88.42'
 36" CONC PIPE

STORM INLET INVERTS
 TOP OF STRUCTURE = 84.78'
 NORTH PIPE = 86.85'
 EAST PIPE = 86.16'
 SOUTH PIPE = 86.76'

BUBBLE UP STRUCTURE
 TOP OF STRUCTURE = 90.09'
 WEST PIPE = 86.10'

12-S-30-1005-000-001
 MYRA L. MACKEY
 8860 AIRWAY DR
 PENSACOLA, FLORIDA 32514
 ZONED: R-5
 OR 3533 PG 862

12-19-30-1005-000-000
 LARRY & CHRISTINE BURGESS
 9000 AIRWAY DR
 PENSACOLA, FLORIDA 32514
 ZONED: R-5
 OR 4324/4755 PG 1037/1424

12-19-
 WAL
 184C
 PENSACC
 2
 OR

LIMITS OF SURVEY

WEST LINE OF
 GOVERNMENT LOT 1.....

LIMITS OF SURVEY

SCALE: 1" = 60'

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 Milton, FL 32570
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SEE PAGE 9



SEE PAGE 8

13.50
VAC

OR BK 5107 PG 235
Escambia County, Florida
INSTRUMENT 2003-079442

LIMITS OF SURVEY

12-15-30-1005-000-004
JOHN R BURGESS
903 W DETROIT BLVD
PENSACOLA, FLORIDA 32534
ZONED: R-5
OR 4324 PG 1038

NUMEROUS OLD FENCES
IN THIS AREA MOSTLY
TORN DOWN NOT SHOWN

N01°24'17"E 346.67

S 14°04'37" W 47' E

S 38°15'25" E 57' E

S 15°07'40" E

S 02°37'00" W 5.080527' E

S 38°58'13" E 102.40'



SEE PAGE 12

14.5

251.83' N89°36'14"W

POINT OF BEGINNING
SOUTH CONSERVATION
EASEMENT (4.87 AC)

12-15-30-1003-000-000
P W MCCORVEY
650 SMILEY AVE
PENSACOLA, FLORIDA 32514
ZONED: R-5
OR 557/1361 PG 622/834

NET VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL TYPED
SEAL OF A FLORIDA
LICENSED
PROFESSIONAL
LAND SURVEYOR

SCALE: 1" = 60'

LIMITS OF SURVEY

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NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
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1500 N. Palafox St.
Pensacola, FL 32501
(850) 438-1062

105 Willing St.
Milton, FL 32570
(850) 626-9270

BOUNDARY

SEE PAGE 9

SEE PAGE 11



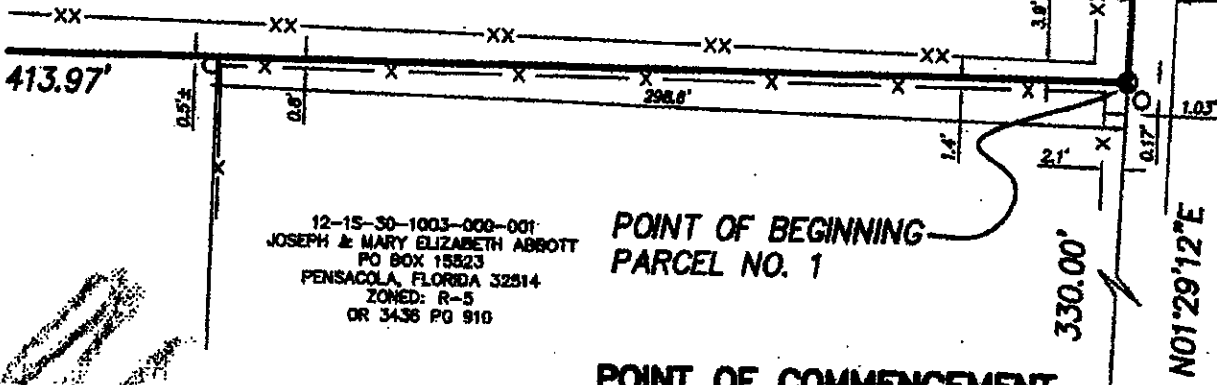
RCD Apr 07, 2003 02:04 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-079442

EAST LINE OF GOVERNMENT LOT 1.....

BATES DRIVE ~ 15' R/W
(NOT OPEN)

LIMITS OF SURVEY



12-15-30-1003-000-001
JOSEPH & MARY ELIZABETH ABBOTT
PO BOX 15823
PENSACOLA, FLORIDA 32514
ZONED: R-5
OR 3436 PO 910

POINT OF BEGINNING
PARCEL NO. 1

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
GOVERNMENT LOT 1....

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL RASSED
SEAL OF A FLORIDA
LICENSED
PROFESSIONAL
LAND SURVEYOR

SCALE: 1" = 60'

LIMITS OF SURVEY

PAGE 12 OF 12



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