

DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
CHARLESTON MANOR

THIS DECLARATION, made this 16<sup>th</sup> day of September, A.D., 1983 by CHARLESTON MANOR ASSOCIATES, a Florida General Partnership, joined herein by JAMES A. SCOGGINS, III, ANNENAN COMPANY, a Florida Corporation, and GARDEN INVESTMENTS, INC., a Florida Corporation, as general partners, hereinafter jointly referred to as Developers.

WITNESSETH:

WHEREAS, Developer is the owner of real property described in Article II of this declaration and desires to create thereon a residential community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for its maintenance and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefits of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida, as a corporation not for profit CHARLESTON MANOR TOWNHOUSE ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to CHARLESTON MANOR TOWNHOUSE ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declarations under the provisions of Article II, hereof.

(c) "Lot" shall mean and refer to such parcels of land as constitutes a portion of Block A or Block B of Charleston Manor, a subdivision as shown on plat thereof in Plat Book 11, Page 80 of the public records of Escambia County, Florida, upon which a quadruplex is located.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Lot situated upon the Properties, but, notwithstanding any applicable theory of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

(f) "Subdivided Lot" shall mean and refer to such portion of a lot upon which an individual townhouse unit is located, as more fully set forth in Article VI Section 1 hereof.

ARTICLE II

## PROPERTY SUBJECT TO THIS DECLARATION:

## ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pensacola, Escambia County, Florida, and is more particularly described as follows:

All of Block A and all of Block B of CHARLESTON MANOR Subdivision, together with the roads and streets shown on the plat thereof, as recorded in Plat Book 11, Page 80 of the public records of Escambia County, Florida.

all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restriction of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with regard to the Existing Property.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or subdivided Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have three classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1, with the exception of Class B and Class C members. Class A members shall be entitled to four votes for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than four votes be cast with respect to any such Lot.

Class B. Class B members shall be all those owners of a subdivided lot. Class B members shall be entitled to one vote for each subdivided lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any subdivided lot all such persons shall be members and the vote for such subdivided lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such subdivided lot.

Class C. The Class C member shall be the Developer. The Class C member shall be entitled to eight votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class C membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class C membership; or
- (b) on September 1, 1984.

From and after the happening of these events, whichever occurs earlier, the Class C member shall be deemed to be a Class A member entitled to four votes for each Lot in which it holds the interests required for membership under Section 1.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection on thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the improvement and maintenance of the property subject to these restrictions and for the costs of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1986, the annual assessment shall be no more than Fifty and no/100 Dollars (\$50.00) per lot. From and after January 1, 1986, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding year and at the end of each such year for each succeeding year thereafter.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser or greater amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or part, the costs of any improvements or maintenance required but not adequately provided for in the annual assessments, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum assessments fixed by Section 3 hereof prospectively for any such period provided that any such change

shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the pro-rated period commencing on the date of assessment and ending on the last day of the subsequent February and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payments of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE V

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the subdivided lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

#### ARTICLE VI

##### SUBDIVIDED LOTS

Section 1. Subdivided Lots. There is or shall be a quadruplex or other multi-unit structure constructed upon each lot contained within the properties encumbered hereby. No such multi-unit structure shall be subdivided and/or sold as separate units for a period extending from the date of recordation hereof and expiring on July 1, 1986. Thereafter any multi-unit structure located upon each lot may be separated and sold separately by metes and bounds description therefore, and membership for such subdivided lot shall be governed by the provisions for Class B membership.

Section 2. Assessment for Maintenance. Notwithstanding anything to the contrary herein, the Board of Directors of the Association by resolution properly adopted, may vote to waive any assessments for the period commencing with the date of recordation hereof and July 1, 1986, and by so doing shall leave all responsibility for maintenance with the owners of lots during such period.

ARTICLE VII

## EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to general maintenance, the Association may provide exterior maintenance upon each Lot or Subdivided Lot which is subject to assessment under Article IV hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article IV hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or subdivided lot at reasonable hours on any day except Sunday.

ARTICLE VIII

## PROHIBITED AND LIMITED ACTIVITIES

Section 1. Sanitation. No garbage or other trash or debris or receptacles for the accumulation, collection or storage of same shall be place anywhere on the Properties where the same is visible except in such manner as is specifically provided by the published rules and regulations of the Association.

Section 2. Recreational Vehicles. No recreational vehicles, including but not limited to, campers, trailers, boats and other similar vehicles as defined by the Association in accordance with its Articles and Bylaws, shall be parked or maintained on the Properties except in such manner as is specifically provided by the published rules and regulations of the Association.

Section 3. Antennas. No television or radio antennas shall be erected on the Properties except in such manner as is provided by the published rules and regulations of the Association.

Section 4. Residential Use. All Lots and Subdivided Lots shall be used and occupied as single family residential dwellings only. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to any Member.

Section 5. Pets. No animals shall be kept on the Properties except as provided in the published rules and regulations of the Association.

ARTICLE IX

## GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the pro-

posed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE X

DUTY TO REBUILD OR REPAIR

Section 1. In the event of damage to or destruction of any improvement on any Lot by fire, windstorm, water or any other cause whatsoever, the Owner shall, within a reasonable time, cause said improvement to be repaired or rebuilt so as to place the same in as good and tenable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of these covenants and restrictions subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvement upon any Lot shall be used to assure the repair or rebuilding of any such improvement.

Section 2. The Association shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the foregoing provision.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16th day of September, 1983.

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

CHARLESTON MANOR ASSOCIATES, a  
Florida General Partnership

BY: [Handwritten Signature]  
General Partner

[Handwritten Signature]  
JAMES A. SCOGGINS, III

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

[Handwritten Signature]  
CHARLES F. JAMES, III

ANNENAN COMPANY, a Florida Corporation  
BY: [Handwritten Signature]  
Its President

GARDEN INVESTMENTS, INC., a Florida Corporation  
BY: [Handwritten Signature]  
Its President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me personally appeared Charles F. James III to me well known and known to me to be the General Partner of CHARLESTON MANOR ASSOCIATES, a Florida General Partnership, the general partnership named in the foregoing instrument, and known to me to be the person who as such General Partner executed the same; and then there the said General Partner did acknowledge before me that said instrument is the free act and deed of said partnership.

WITNESS my hand and official seal this 14th day of September 1983.

[Handwritten Signature]  
Notary Public  
My Commission Expires: 11-24-85

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me personally appeared JAMES A. SCOGGINS, III, to me well known and known to me to be the person described by said name and who executed the foregoing instrument for the uses and purposes therein set forth.

WITNESS my hand and official seal this 14th day of September 1983.

[Handwritten Signature]  
Notary Public  
My Commission Expires: 11-24-85

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me personally appeared CHARLES F. JAMES, III, to me well known and known to me to be the person described by said name and who executed the foregoing instrument for the uses and purposes therein set forth.

WITNESS my hand and official seal this 14th day of September 1983.

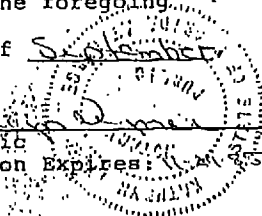
[Handwritten Signature]  
Notary Public  
My Commission Expires: 11-24-85



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me personally appeared CHARLES F. JAMES, III, to me well known and known to be the President of ANNENAN COMPANY, a Florida Corporation, and as President of said Corporation executed the foregoing instrument as its free act and deed.

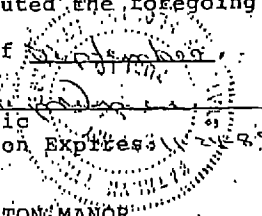
WITNESS my hand and official seal this 14th day of September, 1983.

  
Notary Public  
My Commission Expires: 11/1/83

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me personally appeared JAMES A. SCOGGINS, III, to me well known and known to be the President of GARDEN INVESTMENTS, INC., a Florida Corporation, and as President of said Corporation executed the foregoing instrument as its free act and deed.

WITNESS my hand and official seal this 14th day of September, 1983.

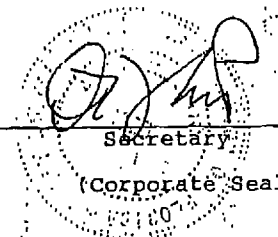
  
Notary Public  
My Commission Expires: 11/1/83

For valuable consideration received from CHARLESTON MANOR ASSOCIATES, a Florida General Partnership, FIRST MUTUAL SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a Stock Corporation, the owner and holder of certain mortgages and of the indebtednesses secured thereby, from ANNENAN COMPANY, a Florida Corporation, to FIRST MUTUAL SAVINGS AND LOAN ASSOCIATION OF FLORIDA, hereby joins with CHARLESTON MANOR ASSOCIATES, a Florida General Partnership, in recording of the foregoing Declaration of Covenants and Restrictions and consents to the encumbering of the property described therein by said covenants and restrictions.

IN WITNESS WHEREOF, FIRST MUTUAL SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a Stock Corporation, in pursuance of due and legal action of its Board of Directors has executed these presents causing its name to be signed by its Executive Vice President, and its corporate seal to be affixed hereto this 20th day of September, 1983.

FIRST MUTUAL SAVINGS AND LOAN  
ASSOCIATION OF FLORIDA  
A Stock Corporation

BY: B. L. B...  
Executive Vice President

  
Secretary  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me personally appeared G. L. Barrow and Oscar M. Tharp, to me well known and known to me to be the Executive Vice President and Secretary respectively, of FIRST MUTUAL SAVINGS ASSOCIATION OF FLORIDA, the association named in the foregoing instrument, and known to me to be the persons who as such officers of said association executed the same; and then and there the said officers of said association did acknowledge before me that said instrument is the free act and deed of said association by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the association's seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said association.  
WITNESS my hand and official seal this 20th day of September 1983.

Margaret M. Bolt  
Notary Public  
My Commission Expires 8/2/87

For valuable consideration received from CHARLESTON MANOR ASSOCIATES, a Florida General Partnership, FIRST MUTUAL SAVINGS AND LOAN ASSOCIATION OF FLORIDA, the owner and holder of certain mortgages and of the indebtednesses secured thereby, from ANNENAN COMPANY to FLORIDA NATIONAL BANK OF Pensacola hereby joins with CHARLESTON MANOR ASSOCIATES, a Florida General Partnership, in recording of the foregoing Declaration of Covenants and Restrictions and consents to the encumbering of the property described therein by said covenants and restrictions.

IN WITNESS WHEREOF, FLORIDA NATIONAL BANK OF PENSACOLA in pursuance of due and legal action of its Board of Directors has executed these presents causing its name to be signed by its VICE PRESIDENT, and its corporate seal to be affixed hereto this 20th day of September, 1983.

FLORIDA NATIONAL BANK OF PENSACOLA

BY: Lamar B. Cobb  
VICE President

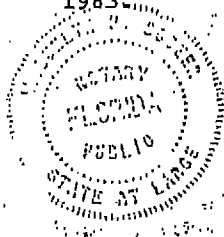
P. Blane Peterson  
Assistant Vice President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me personally appeared Lamar B. Cobb and P. Blane Peterson, to me well known and known to me to be the Vice President and Assistant Vice President respectively, of FLORIDA NATIONAL BANK OF PENSACOLA, the association named in the foregoing instrument, and known to me to be the persons who as such officers of said association executed the same; and then and there the said officers of said association did acknowledge before me that said instrument is the free act and deed of said association by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the association's seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said association.

WITNESS my hand and official seal this 20th day of September

1983.



Jacqueline P. Boon  
Notary Public  
My Commission Expires: 2-8-84

PREPARED BY: Ronald W. Ritchie  
REEVES, KING & RITCHIE  
98 East Garden Street  
Pensacola, FL 32501

SEP 23 3 07 PM '83  
IN SPD. S. ... SEE ABOVE  
JEA. FRANK ... ROLLER  
ESCAPE ...

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

238893

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CHARLESTON MANOR TOWNHOUSE ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on September 8, 1983, as shown by the records of this office.

The document number of this corporation is 770160.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-second day of September, 2020



CR2E022 (01-11)

Handwritten signature of Laurel M. Lee in black ink.

Laurel M. Lee

Secretary of State

RECORDED AS RECEIVED

20160

ARTICLE I

CHARLESTON MANOR TOWNHOUSE ASSOCIATION, INC.

In compliance with the requirements of Chapter 817 of the Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE II

The name of the corporation is CHARLESTON MANOR TOWNHOUSE ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "ASSOCIATION."

ARTICLE III

The principal office of the Association is located at 4753-C Old Spanish Trail, Pensacola, Florida 32504.

ARTICLE IV

CHARLES F. JAMES, III, whose address is 4753-C Old Spanish Trail, Pensacola, Florida 32504 is hereby appointed the initial registered agent of this Association.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of landscaped areas and the landscaping thereon, structures and parking areas located on the properties of CHARLESTON MANOR as more fully set forth in the Declaration of Covenants, Conditions and Restrictions recorded for the said CHARLESTON MANOR in the Public records in and for ESCROW County, Florida, and all powers, duties and obligations of the Association are subject to the terms of said covenants, conditions and restrictions.

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions,

FILED  
2016  
MAY 12 10 38 AM  
PENSACOLA, FLORIDA

RECORDED AS RECEIVED

Declaration, called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Controller for Escambia County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appertenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have three classes of voting membership.

**CLASS A.** Class A members shall be all those owners as defined in Article V with the exception of Class B and Class C

RECORDED AS RECEIVED

members. Class A members shall be entitled to four votes for each Lot in which they hold the interest required for membership in Article V. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than four votes be cast with respect to any such Lot.

Class B. Class B members shall be all those owners of a subdivided lot. Class B members shall be entitled to one vote for each subdivided lot in which they hold the interest required for membership by Article V. When more than one person holds such interest or interests in any subdivided lot all such persons shall be members and the vote for such subdivided lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such subdivided lot.

Class C. Class C members shall be the Developer. The Class C member shall be entitled to eight votes for each Lot in which it holds the interest required for membership by Article V, provided that the Class C membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class C membership; or
- (b) on September 1, 1984.

From and after the happening of these events, whichever occurs earlier, the Class C member shall be deemed to be a Class A member entitled to four votes for each Lot in which it holds the interests required for membership under Article V.

#### ARTICLE VII

##### BOARD OF DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who act

RECORDED AS RECEIVED

the ability of directors to fill the position of their successors.

\_\_\_\_\_  
 Charles F. James, III  
 4115 C Old Spanish Trail  
 Pensacola, Florida 32504

\_\_\_\_\_  
 James A. Scoggins, III  
 3190 Apt. B Santa Rosa Dr.  
 Pensacola, Florida 32503

\_\_\_\_\_  
 Ronald W. Ritchie  
 96 East Garden Street  
 Pensacola, Florida 32501

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect such directors as required to fill expiring terms.

The officers of the corporation shall be a President, Vice-President, a Secretary and a Treasurer, together with such other officers as may be provided in the By-Laws.

The names of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

- PRESIDENT: JAMES A. SCOGGINS, III
- VICE-PRESIDENT: CHARLES F. JAMES, III
- SECRETARY/TREASURER: JAMES A. SCOGGINS, III

ARTICLE VIII

BY-LAWS

The Board of Directors of this corporation shall provide such By-Laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Upon proper notice, the By-Laws may be amended, altered or rescinded by majority vote of those members of the Board of Directors present at any regular meeting or any special meeting called for that purpose.



RECORDED AS RECEIVED

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by all of the members. Upon dissolution of the Association, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.


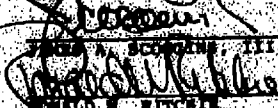
ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 14 day of

September, 1983.

  
 \_\_\_\_\_  
 DONALD W. RITCHIE  
  
 \_\_\_\_\_  
 JAMES A. SCOVILLE III

RECORDED AS RECEIVED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day before me, a Notary Public, authorized in the state and county named above to take acknowledgments, personally appeared CHARLES F. JAMES, III, known to me and known to be the individual described by said name in and who executed the same for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14th day of September, 1983.

*[Signature]*  
Notary Public  
My Commission Expires: 11-21-85

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day before me, a Notary Public, authorized in the state and county named above to take acknowledgments, personally appeared JAMES A. SCOGGINS, III known to me to be the individual described by said name in and who executed the same for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14th day of September, 1983.

*[Signature]*  
Notary Public  
My Commission Expires: 11-21-85

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day before me, a Notary Public, authorized in the state and county named above to take acknowledgments, personally appeared RONALD W. RITCHIE, known to me and known to me to be the individual described by said name in and who executed the same for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14th day of September, 1983.

*[Signature]*  
Notary Public  
My Commission Expires: 11-21-85









<p>SONDA ENRIQUETA G &amp; K</p>	<p>3150 BELLE MEADE DR A 32503</p>	<p>4</p>
<p>THOMAS JAMES E</p>	<p>3150 BELLE MEADE DR A 32503</p>	<p>1</p>
<p>ANDRES HENRY C</p>	<p>3150 BELLE MEADE DR A 32503</p>	<p>1</p>
<p>ANDRES HENRY C</p>	<p>3150 BELLE MEADE DR A 32503</p>	<p>1</p>
<p>ANDRES HENRY C</p>	<p>3150 BELLE MEADE DR A 32503</p>	<p>1</p>
<p>ANDRES HENRY C</p>	<p>3150 BELLE MEADE DR A 32503</p>	<p>1</p>
<p>JAMES CHARLES F III 25X</p>	<p>3843 SPANISH TRL 32503</p>	<p>1</p>
<p>HISLOUS PROPERTIES OF PENNSACOLA LLC</p>	<p>3839 SPANISH TRL A 32503</p>	<p>1</p>
<p>WILSON MATTHEW J</p>	<p>3839 SPANISH TRL B 32503</p>	<p>1</p>









**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
EXECUTIVE DIRECTOR

March 5, 2021

John A. Fraiser, Jr., Esq.  
Moorhead Real Estate Law Group  
127 Palafox Place, Suite 200  
Pensacola, Florida 32502

**Re: Charleston Manor Townhouse Association, Inc.; Approval;  
Determination Number: 21032**

Dear Mr. Fraiser:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Charleston Manor Townhouse Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.