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THIS INSTRUMENT PREPARED BY:
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EMMANUEL, SHEPPARD & CONDON
30 S. SPRING STREET
PENSACOLA, FLORIDA 32501

**COVENANTS, CONDITIONS AND RESTRICTIONS OF
LILLIAN WOODS, A SUBDIVISION
LOCATED IN THE COUNTY OF ESCAMBIA, STATE OF FLORIDA**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

OR BK 4257 PG 1 180
Escambia County, Florida
INSTRUMENT 98-483829

This Declaration, made this 27th day of JANUARY 1998, by RGB West, Inc., a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH:

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

For legal description see the attached Exhibit "A" consisting of one page and made a part hereof by reference.

To be platted as a subdivision known as Lillian Woods.

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

ARTICLE I – DEFINITIONS

Section 1 – Association. "Association" shall mean and refer to Lillian Woods Homeowners Association, Inc., a corporation not-for-profit, its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Association make reference. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C," respectively.

Section 2 – Back. When used in describing a particular side or end of a Lot [such as the phrase "Back Lot line" or the "Back line of the residential structure"], the work "Back" refers to that side or end of the Lot farthest away from the street shown on the Plat.

Section 3 – Common Areas. “Common Areas” shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) now, or hereafter, owned by the Association for the common use and enjoyments of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot by the Developer are those areas designated on the Plat as “Common Areas” or “Private” to include, but not be limited to, Parcel “C.” The Retention Pond shall be Common Area only if not accepted by Escambia County, Florida, and thereafter transferred to the Association.

Section 4 – Declaration. “Declaration” shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

Section 5 – Declarant or Developer. “Declarant” or “Developer” shall mean and refer to RGB West, Inc., a Florida corporation, its successors and assigns.

Section 6 – Front. When used in describing a particular side or end of a Lot (such as the phrase “Front Lot line” or “the Front line of the residential structure”), the word “Front” refers to that side or end of the Lot nearest the street shown on the Plat.

Section 7 – Lot. “Lot” shall mean and refer to any one of the Lots as shown upon the Plat.

Section 8 – Owner. “Owner” shall mean and refer to all present and future record owners, whether one or more persons or entities, of a fee simply title to any Lot and shall include contract sellers pursuant to an unrecorded contract and contract purchasers pursuant to a recorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation. Whenever herein a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owner’s family, quests, tenants and purchasers pursuant to an unrecorded contract, provided, however, that only an Owner, and not a member of the Owner’s family, the Owners’ s guests, the Owners’s tenants or the Owner’s purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

Section 9 – Plat. “Plat” shall mean and refer to the Subdivision Plat of the Subject Property to be known as Lillian Woods, a Subdivision and which is being executed and recorded contemporaneously herewith by the Developer, and such plats of additional units, if and when same are recorded in the public records of Escambia County, Florida and brought under the jurisdiction of the Association.

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

Section 11 - Subdivision. “Subdivision” shall mean and refer to Lillian Woods situated in Escambia County, Florida, according to the Plat and to additional phases thereof, if and when Plats thereof are recorded in the public records of Escambia County, Florida and brought under the jurisdiction of the Association.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1 – Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2 – Voting Rights. The Association shall have two [2] classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member as provided hereafter) and shall be entitled to one [1] vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one [1] vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant and it shall be entitled to three [3] votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that if, after conversion of Class B membership to Class A membership, additional properties are annexed and brought under the jurisdiction of the Association, the Class B membership shall thereupon be reinstated with Declarant being a Class B member as to all Lots owned by Declarant in the annexed phase until the then total votes outstanding in the Class A membership again equal or exceed the then total votes outstanding in the Class B membership in that annexed phase.

Notwithstanding any of the foregoing, Class B membership shall cease to exist, be converted to Class A and shall not thereafter be reinstated on December 31, 2001.

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

Section 3 – Transfer of Control of Board. Notwithstanding the foregoing, members other than the Declarant (which excludes builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale) are entitled to elect at least a majority of the members of Board of Directors when the earlier of the following events occur:

A. Three months after ninety percent (90%) of the Lots in the Subdivision and any annexed phases have been conveyed to members.

Section 4 – Declarant's Voting Rights.

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

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

ARTICLE III – GENERAL PROVISIONS

Section 1 – Enforcement. The Association, or any Owner shall have the right to enforce by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the rights to do so thereafter. If any court proceedings are required for the successful enforcement of any restrictions, conditions, covenants or reservations herein contained, or any liens or charges against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a

reasonable attorney's fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said restrictions, conditions, covenants, reservations, liens or charges.

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

Section 3 – Duration and Amendment. The restrictions, conditions and covenants of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of 40 years from the date this Declaration is recorded, unless amended by an instrument signed by three-fourths (3/4) of the then Owners. After the initial 40-year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by majority of the then Owners. Notwithstanding the foregoing, Developer reserves the right unto itself to amend this Declaration at any time within two (2) years after a date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the Subdivision. Any such amendment must be recorded in the Public Records of Escambia County, Florida.

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

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

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

Section 7 – Annexation. Declarant may, in its sole discretion and without consent of any Owner or the Association, at any time, and from time to time, annex, and bring under the jurisdiction of the Association, such additional property as may be

owned by Declarant adjoining the property platted as Lillian Woods Subdivision as Declarant shall in good faith determine. Such annexation shall be evidenced by an instrument recorded in the public records of Escambia County, Florida, executed by Declarant, describing the real property to be annexed and any modifications and/or qualifications to this Declaration, to be applied to such annexed property, all as determined by Declarant in its sole discretion. Following any such annexation, the Owners of such annexed property shall thereupon and thereafter have such rights, privileges and benefits, including but not limited to, the right to use the Common Areas of Lillian Woods Subdivision and shall be subject to such responsibilities and obligations all as set forth in such recorded annexation documents. Lot Owners in Lillian Woods Subdivision shall have the right to use the Common Areas in the annexed phase, or phases, and shall also be subject to such responsibilities and obligations as set forth in all recorded annexation documents. Any such annexation shall require HUD/VA approval as long as there is Class B membership, provided, however, such approval shall not be required if, once the adjoining property is annexed, it is subject to the provisions of the Declaration [as amended by such annexing document] and all Lot Owners of such annexed property are members of the Association, and subject to the provisions of the Association's Articles and Bylaws.

Section 8 – FH/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, [subject to exceptions set forth in Section 7] dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE IV – COMMON AREAS

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

A. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of his Declaration remains uncured; and for a period not to exceed 60 days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

B. The right of the Association subject to rights reserved by Declarant to dedicate or transfer all or any part of the Common Areas to any public agency,

authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedications or transfer shall be effective unless an instrument signed by the members entitled to cast three-fourths (3/4) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days and no more than 60 days in advance; provided, however, that for a period of one (1) year from date of recording this Declaration, Developer may, without action of the Association, grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Areas which Developer, in its sole discretion, deems appropriate or necessary.

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

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

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

Section 3 – Reservation of Easement. Declarant does hereby reserve a nonexclusive perpetual easement and right of access across, under and to all Common Areas for construction thereon of Subdivision improvements, sale of Lots and such other purposes and uses as Developer deems appropriate or necessary in connection with the sale and development of the Subject Property.

Section 4 – Title to Common Areas. Declarant hereby covenants for itself, its successors and assigns, that fee simple title to any Common Areas as defined herein shall, as of the time of recording the conveyance of the first Lot by Declarant, be, without any further action required other than recordation of this Declaration, considered conveyed to the Association subject to the terms of this Declaration, subsurface utility easements, reservations herein, easements then of record and taxes for the current year.

ARTICLE V -- ASSESSMENTS

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

Section 2 – Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and for, but not limited to, maintenance of the Subdivision entrance; maintenance of the road right-of-way landscaping, if any; maintenance of any island landscaping; maintenance of the Subdivision entrance sign, lighting, water pump, sprinkler system, electric meter, and landscaping at the entrance to the Subdivision, and street lights throughout the Subdivision and the payment of utility charges; payment of premiums for Common Area liability insurance; and the cleaning of debris from lots or building sites on which a residential dwelling has not yet been constructed. The Association shall have the obligation to maintain the Common Areas and such other areas as may be determined by the Association, and shall pay all ad valorem real estate taxes assessed upon it.

Section 3 – Maximum Annual Assessment. Until January 1, 1999, the maximum annual assessment shall be \$120.00 per Lot.

A. From and after January 1, 1999, the maximum annual assessment may be increased each year by not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the Owners.

B. From and after January 1, 1999, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy, at a meeting of the members of the Association duly called for this purpose.

C. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum without a vote of the Owners.

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

Section 4 – Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, improvement or maintenance upon any Common Areas or any real property owned by the Association, public property adjacent to or in the vicinity of the Common Areas or any of the Lots, including fixtures and personal property related thereto, landscaping, special signage and street lights; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6 – Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting of Owners called for the purpose of taking any actions authorized under Sections 3 and 4 of this Article shall be sent by United States mail, postage prepaid, to all affected Owners of record (as of 30 days prior to the date of mailing such notice) as required by the Bylaws. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast 51 % of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of a subsequent meeting shall be one-half of the required quorum of a subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7 – Rate of Assessment. The annual and special assessments pertaining to all matters shall be fixed at a uniform rate for all Lots and each Owner for each Lot

owned shall be responsible for 1/124 share of the total annual assessment and any special assessments, provided, however, Declarant shall not be obligated to pay any annual assessments for Lots owned by it for two years after recording the Plat provided it pays the portion of common expenses incurred by the Association that exceed the amount assessed against other Lot Owners. Notwithstanding the foregoing, in the event additional properties are annexed and brought under the jurisdiction of the Association, such additional property shall be subject to the same uniform rate of assessment and the Owner of any additional lot (whether in the existing subdivision or the annexed phase) shall be responsible for a percentage of the total annual assessment (which term shall include budgeted expenses for the annexed phase) which shall be a fraction, the numerator of which shall be 1 and the denominator shall be the total number of lots in the Lillian Woods Subdivision and all annexed phases combined.

Section 8 – Assessment Periods and Due Dates. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a Resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every affected Owner. The Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessments. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9 – Effect of Nonpayment of Assessment; Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from such date at the highest legal rate per annum. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by nonuse of any Common Areas or abandonment of his Lot. A reasonable attorney's fee shall be paid by Owner to attorney for Association. Attorneys' fees and costs shall constitute a lien against the Lot.

Section 10 – Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article IV recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When

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

Section 11 – Maintenance. In the event an Owner shall fail (after 30 days written notice from the Association sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of three-fourths (3/4) vote of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvement erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 10 days after written demand therefor), as well as reasonable attorneys' fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

Section 12 – Limitations on Association Actions. The Association may elect to provide any other services it desires to promote the health, safety, and welfare of the residents of the Subdivision including the purchase of other properties, whether adjacent to the Subdivision or not, for recreational or other purposes. However, no activity of the Association shall be commenced without approval of three-fourths (3/4) of the owners of the Subdivision if the activity requires more than a nominal expenditure of funds.

ARTICLE VI – ARCHITECTURAL CONTROL

Section 1 – Prior Approval. No building, fence, wall, mailbox, driveway, gate, lightpost, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot or the Subject Property by any Owner, the Association or anyone else, nor shall any exterior addition to or change alteration or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan showing the nature, kind, shape, height, material, color and location of same have been submitted to and approved in writing by the Architectural Review Committee as complying with the standards generally set forth in Section 2 of this Article VI. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plat plans and/or landscaping plans within 30 days after same have been received by said Committee, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The plans submitted to the Architectural Review Committee shall, without limitation, show the elevation and other matters set forth on the front, rear and both side walls of the structure.

Section 2 – Architectural Review Committee. The Architectural Review Committee shall initially consist of three (3) representatives of Declarant who shall serve until their resignation therefrom. After three-fourths (3/4) of the Lots in the Subdivision are sold, the Board of Directors of the Association shall appoint one (1) additional person to serve on the Architectural Review Committee, who shall be an Owner of a Lot within the Subdivision, and who may not be an Officer, Director or Stockholder of the Developer. It is contemplated that the Subject Property will be developed as a first-class single family residential subdivision of high standards. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable, but high, standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general. The initial members of the Architectural Review Committee shall be Richard R. Baker, J. Dan Gilmore, and Jennifer Jernigan.

Section 3 – Construction Plans. All construction plans shall be accompanied by a complete landscape plan for the entire Lot.

ARTICLE VII – ADDITIONAL RESTRICTIONS

The following restrictions are guidelines which it is anticipated will be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions utilizing the same standards of review as those set forth in Article VI, Section 2, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the Subject Property as a whole, and, that same is consistent with a first-class single family residential subdivision of high standards contemplated hereby. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

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

Section 2 – Minimum Square Footage and Residential Design. No residential structure shall be erected or placed on any building site, exclusive of garages, porches, patios and terraces, of less than 1,500 square feet, and no dwelling with more than one story of living area shall have a ground floor living area of less than 1,000 square feet and a total living area of 1,500 square feet. No residential structure exceeding three stories in height. All residential structures shall contain an attached private garage for two cars.

Section 3 – Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. [This Section is not applicable to the Developer and shall apply after sale of Lots by Developer. Further, this Section is not applicable to Owners until 10 days after Owner's residence shall be available for occupancy.]

Section 4 – Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse or any other such similar structure or vehicle (other than the primary dwelling to be located on the Lot) shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

Section 5 – Vehicles. Automobiles, boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from both the Front Lot line and any adjoining Lots, except for short-term parking not exceeding a forty-eight hour duration. The parking or storage of any such items in any other manner (such as in the street, road right-of-way or in any portion of the driveway which is not out of view from both the Front Lot line and any adjoining Lots) is expressly prohibited.

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

Section 7 – Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large. In no event shall more than three household pets be kept on any Lot or building site at any one time.

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

Section 9 – Dumping. No garbage, rubbish, trash or other unsightly objects shall be stored on any of the Subject Property, or upon any property contiguous thereto.

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

Section 11 – Release of Restrictions. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot or building site in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the committee may release the Lot or building site, or parts of it, from any part of the covenants and

restrictions, or setback lines that are violated. The committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

Section 12 – Wiring. No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted. (There shall be an exception for all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage).

Section 13 – Lot Setback. No residential dwelling shall be constructed on any Lot or building site in the Subdivision which does not conform to the setback lines shown on the recorded Plat.

Section 14 – Antennas. No visible outside antennas, satellite systems, poles, masts, windmills or towers shall be erected on any Lot. No radio transmitting equipment shall be erected on, or operated from, any Lot.

Section 15 – Basketball Goals. No outside basketball goals shall be erected on any Lot unless hidden from view from the Front Lot line.

Section 16 – Mailboxes. At the time of completion of a residential dwelling on a Lot, a mailbox shall also be erected or constructed on the Lot and shall be set in brick and shall be similar in design and style to the residential dwelling situated on said Lot or building site.

Section 17 – Clotheslines. Outside clotheslines or other items detrimental to the appearance of the Subdivision shall not be permitted on any Lot.

Section 18 – Outdoor Cooking. All outdoor cooking, including permanent or portable Bar-B-Que grills, shall be screened from view from the Front Lot line.

Section 19 – Garbage and Trash Receptacles. All garbage and trash receptacles must be covered with an appropriate structure, or otherwise concealed in an effective manner, at the residential structure.

Section 20 – Fences. The Architectural Review Committee shall have complete control covering the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion, which is not subject to review. However, chain link fences will not be allowed except around retention ponds as required by local subdivision ordinances.

Section 21 – Garage Doors/Garage Size. Garage doors must remain closed at all times except when automobiles are entering or leaving the garage. All dwellings must be constructed with a two-car garage.

Section 22 – House Numbers. After erection of a dwelling unit on any lot, the owner shall cause to be displayed such identification of his premises as may be required by the Association. If the numbering of each unit for identification to be used by the U.S. Postal Service is not sufficient for service and emergency personnel to quickly identify each unit, the Association shall design a home identification system to accomplish such quick identification. Regardless of what identification system is required, each owner shall use the size and type designated by the Association.

Section 23 – Signs. No sign of any kind shall be displayed to the public view on any Lot or building site in the Subdivision except for one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period; provided Declarant may erect a sign not exceeding five feet in height by eight feet in width, on any lot or building site which it owns. The owner of a model home may exceed these restrictions, if approved by the Architectural Review Committee.

Section 24 – Drainage Easements. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 25 – Surface Flow. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Developer to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patterns shall not be altered.

Section 26 – Sodding and Landscaping. With respect to each Lot or building site on which a residential dwelling is constructed, it is required that at the time of initial construction, that the Front yard and side yards be sodded and that the sodding be properly and perpetually maintained. With respect to each corner Lot or building site on which a residential dwelling is constructed, it is required that at the time of initial construction, that, in addition to the sodding of the Front yard and side yard, the side yard fronting on the side street shall also be complete sodded and that all sodding shall be properly and perpetually maintained. Each Lot shall be landscaped in a tasteful manner which shall be properly and perpetually maintained.

Section 27 – Multiple Lots as Building Sites. If one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots,

within the Subdivision, are utilized for one single family residential purpose, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent Lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest plotted Lot within the Subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest plotted Lot within the Subdivision.

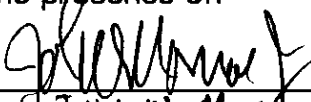
Section 28 – Model Homes. Notwithstanding Section 1 supra, the Architectural Review Committee shall have the right to authorize the use of any Lot as a model home site, to be used under such terms and conditions as it may prescribe, which decisions will not be subject to review.

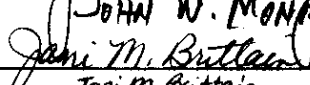
Section 29 – Easements Prohibited. No lot owner may grant easements across the Owner's lot for ingress and egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Declarant.

Section 30 – Environmental Matters. Certain portions of the Subdivision, including portions of the Common Area and various Lots, are subject to the jurisdiction of either U. S. Army Corps of Engineers or the Florida Department of Environmental Protection, or both. No improvements of any nature may be constructed in the areas subject to jurisdiction contained within the Common Areas and otherwise such areas must remain in a natural, unaltered state, with the exception of installation of nature trails thereon. No improvements of any nature may be constructed in such areas subject to jurisdiction contained within various Lots without proper approval from all state and federal agencies having jurisdiction and, absent such approval, must remain in a natural, unaltered state.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants, Conditions and Restrictions, this 27th day of January, 1998.

Signed, sealed and delivered
in the presence of:



JOHN W. MONROW JR


Jani M. Brittain

RGB WEST, INC.,
a Florida corporation

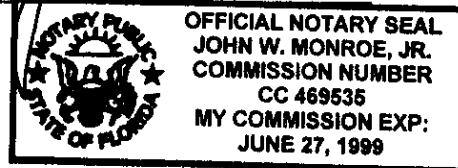
By: 

J. Dan Gilmore, as President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of January, 1998, by J. Dan Gilmore, as President of RGB West, Inc., a Florida corporation, on behalf of the corporation, who personally appeared before me and is personally known to me or produced _____ as identification.

J. W. Monroe, Jr.
NOTARY PUBLIC



JOINDER BY MORTGAGEE

FIRST AMERICAN BANK OF PENSACOLA, N.A., the holder of a mortgage encumbering the subject property, joins in this Declaration to set forth its agreement that its rights as mortgagee are subject to the provisions of this Declaration except that any liens created by this Declaration shall be subordinate to the liens of the mortgage.

Signed, sealed and delivered
in the presence of:

FIRST AMERICAN BANK OF PENSACOLA, N.A.

[Signature]
[Signature]

By: Thomas B. Carter
Name: _____
Its _____ President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of January, 1998, by Thomas B. Carter as _____ President of First American Bank of Pensacola, N.A., a Florida corporation, on behalf of the corporation, who personally appeared before me and is personally known to me or produced _____ as identification.

Deborah A. O'Connor
NOTARY PUBLIC

Prepared By:
John W. Monroe, Jr., of
EMMANUEL, SHEPPARD & CONDON
30 South Spring Street
Pensacola, Florida 32501
File No. R474-27307 jmb

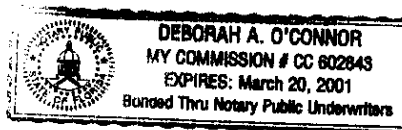


EXHIBIT "A"

BEGIN AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 FOR 660.30 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 39 SECONDS WEST FOR 1487.26 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LILLIAN HIGHWAY (66.00' R/W); THENCE NORTH 79 DEGREES 45 MINUTES 22 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 777.90 FEET; THENCE SOUTH 26 DEGREES 22 MINUTES 11 SECONDS WEST FOR 1103.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 477.22 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 110.12 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 160.15 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 487.00 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 12 AND 13, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 39.71 ACRES MORE OR LESS.