

DECLARATION OF COVENANTS,
CONDITIONS and RESTRICTIONS FOR
WESTCHESTER

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WESTCHESTER**

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DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR WESTCHESTER

This Declaration made this 4th day of January, 1988, by LOST BAY TRADING COMPANY, INC., a Florida corporation.

WITNESSETH:

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

WESTCHESTER a subdivision according to plat thereof recorded in Plat Book _____, Page _____, of the public records of Escambia County, Florida.

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

ARTICLE I

Definitions

Section 1. “Association” shall mean and refer to Kings Road Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 2. “Common Area” shall mean and refer to any and all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first Lot by Declarant shall be any areas designated as “Common Area” or “Private” on the Plat.

Section 3. “Declarant” shall mean and refer to Lost Bay Trading Company, Inc., a Florida corporation, its successors and assigns.

Section 4. “Development.” Declarant has acquired approximately 290 acres, plus or minus, in the north one-half of Section 19, Township 1 North, Range 30 West, Escambia County, Florida, and contemplates developing a substantial portion thereof (but not necessarily all) as four (4) differently named single residential subdivisions (Kings

Road, Turnberry, Westchester, and Ashford Park) with substantially the same covenants, conditions and restrictions (except for differing minimum square footage requirements for each such subdivision) applicable to each. Each of four (4) such subdivisions likely will be developed by Declarant in more than one phase. "Development" shall initially mean and refer to the first of the four named subdivisions whose plat and declaration of covenants, conditions and restrictions is recorded in the public records of Escambia County, Florida. Thereafter, and provided that: (1) The declaration of covenants, conditions and restrictions require each lot owner of that subdivision to be a member of the Kings Road Homeowners Association, Inc.; and, (2) A plat and declaration of covenants, conditions and restrictions for any of the remaining named subdivisions (and any and all additions and phases of any of the four named subdivisions) is recorded in the public records of Escambia County, Florida, same shall thereupon be included within the meaning of the word "Development." Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in any way imply, infer or be interpreted that any property owned by Declarant, other than the Subdivision which is the subject matter hereof, shall be subject to the covenants, conditions and restrictions herein set forth, and no covenants, conditions or restrictions shall in any way be created hereby with respect to any property owned by Declarant other than the Subdivision which is the subject matter hereof, whether by negative implication or otherwise.

Section 5. "Greenbelt Easement" or "Greenbelt" shall mean and refer to all areas designated as such on the Plat.

Section 6. "Lot" shall mean and refer to all of the lots shown on the Plat of the Subdivision.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot in the Subdivision, including contract sellers pursuant to an unrecorded 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.

Section 8. "Plat" shall mean and refer to the plat of the Subdivision which is recorded in the public records of Escambia County, Florida, as noted in the preamble hereof.

Section 9. "Subdivision" shall mean and refer to Westchester, a subdivision situated in Escambia County, Florida, according to the Plat.

ARTICLE II

Membership and Voting Rights

Section 1. The Association shall consist of all owners of lots in the

Development. Every Owner of a Lot in this Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

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

Class A. Class A shall be the owners (with the exception of Declarant) of all lots in the Development (as it is constituted from time to time), who shall be entitled to one vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as determined by the owners thereof, but in no event shall more than one vote be cast with respect to any lot.

Class B. The only Class B member shall be Declarant, which shall be entitled to three votes for each lot owned in the Development (as it is constituted from time to time). The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; provided, however, that if, after conversion of Class B membership to Class A membership, the Development is thereafter increased (by an additional subdivision, addition thereto and/or phase thereof being recorded, ect., in accordance with Article I, Section 4 hereof) with the result that the total votes outstanding in Class A membership would not equal or exceed the total votes outstanding in Class B membership if there were then a Class B membership, the class B membership shall thereupon be reinstated until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership.

Article III

Architectural Control

No residential structure, fence, wall, mailbox, detached storage or maintenance shed, driveway or other structure or improvement of any nature whatsoever shall be commenced, erected, placed or altered on any Lot in the Subdivision until the design, location, plans, specifications and plot plans showing the location, nature, kind, shape, height, materials, color and other specifications have been approved in writing as to the quality of workmanship and materials, harmony of the exterior design with the requirement of this Declaration and with existing structures and location with respect to topography and finished grade by a majority vote of the Architectural Control Board, or

by the Architectural Review Representative selected by a majority vote of the Architectural Control Board. In the event the Architectural Control Board, or the Architectural Review Representative fails to approve or disapprove any complete set of plans within sixty (60) days after submission thereof in writing in accordance with this Article, such approval will not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Board shall consist of three (3) members at all times, who initially shall be James D. Cronley, Michael E. Greene and Ronald E. Swaine. If any of the members of the Architectural Control Board shall resign, become unable to serve or die, then the remaining member(s) shall appoint a successor member(s) to the Architectural Control Board. At any time the Association, by a two-thirds vote of its members, shall have the right, through an instrument recorded in the public records of Escambia County, Florida, to change the Architectural Control Board or the Architectural Review Representative, and to withdraw from and restore to it or them any powers or duties. Neither the Architectural Control Board nor the Architectural Review Representative, if any, shall receive any compensation for services rendered and performed hereunder; provided, however, that the Architectural Control Board shall have the right to charge a modest fee for review of plans submitted in accordance with this Article, such fee reasonably calculated to reimburse the Architectural Control Board Only for its actual out-of-pocket expenses (including employment of any professional advisors).

ARTICLE IV

Use Restrictions

Section 1. All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office specifically authorized by the Architectural Control Board or the Architectural Review Representative; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons or others would routinely visit. No structure shall be erected, altered, placed, or permitted to remain on any residential Lot other than one single family structure with a private garage attached to the main structure (or a detached garage in conformity with architectural design of the residential structure) for at least two vehicles. A servant's room, tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, a builder who is currently active in constructing residences for sale within the Development may, with the prior approval of and within guidelines established by the Architectural Control Board, construct a residence within the Subdivision which may be used by that builder as a model home for customary purposes.

Section 2. All residential structures erected or constructed on any Lot shall not exceed three stories in height and shall contain a minimum of 1,400 square feet. Residential structures with more than one story shall have a minimum ground floor area of at least 1,000 square feet. All buildings shall be set back 25 feet from the front Lot line; 25 feet from the rear Lot line; 12 ½ from any side street line; and shall be set back from each side Lot line a distance equal to 10% of the Lots width measure at the front building set back line. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed 10% of the particular setback distance in question. Additional waivers of the preceding setback requirements of up to 5 feet (or more in the case of cul-de-sac and nonrectangular Lots) may be granted in writing by the Architectural Control Board or the Architectural Review Representative. In the event the setbacks herein provided for are less than that indicated upon the Plat of the Subdivision, the setbacks reflected upon the Plat shall govern.

Section 3. The minimum square foot area of proposed buildings and structures or additions and enlargements thereto shall be determined by multiplying the outside length and width dimensions of each story of the building or structure, except that garages, open porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 4. No outside antennas, poles, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the Architectural Control board or the Architectural Review Representative, and any such permitted satellite receiving dishes shall be fully concealed and shall not be visible from any Lot Line.

Section 5. All dwellings, yards (including any area located in road right-of-ways between the actual lot line and paved surfaces of such road), drives and landscaping must be maintained at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the Subdivision, the Association, the Architectural Control Board and/or any appropriate governmental agency.

Section 6. Outside clothes lines or other items detrimental to the appearance of the Subdivision shall not be permitted on any of the Lots except that a clothes line which is enclosed or camouflaged from the view from all Lot lines and shall be permitted only to the rear of the backline of the residential structure when approved in advance by the Architectural Control Board or the Architectural Review Representative.

Section 7. All garbage and trash containers, oil tanks, bottled gas tanks and the like shall be kept clean and sanitary, and must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 8. No trailers, house trailer, motor home, basement, tent, garage, barn, or other out-building shall at anytime be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence. No Building that is unfinished on the exterior shall be occupied.

Section 9. Every residential structure shall include, at a minimum, a two-car garage. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, tractors, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus (other than operating passenger vehicles) shall not be parked anywhere temporarily or permanently, except in garages, carports, or otherwise enclosed or camouflaged, so as to not be detrimental to the appearance of the property from any Lot line.

Section 10. Noxious or offensive activity shall not be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

Section 11. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats and other household pets may be kept provided that they are duly licensed, if applicable; that they do not constitute an annoyance or nuisance; that they are not kept or bred for any commercial purposes; and further, provided, that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged.

Section 12. No fences or walls shall be constructed and no hedge shall be planted until its design, construction, and location are approved by the Architectural Control Board or the Architectural Review Representative. It is intended that the Architectural Control Board or the Architectural Review Representative shall require any permitted fences to be of shadow box type construction and that chain link fence (except where concealed from view from all lot lines) shall be prohibited. No fence or wall may be constructed and no hedge planted nearer to the front Lot line than the front of the residential structure, nor, if a corner Lot, nearer to the side street than the side of the residential structure. This restriction does not apply to any growing fence or hedge which does not exceed four feet in height.

Section 13. Residences shall be designed so that all elevations, as well as the front of each residence, is attractive in appearance.

Section 14. Any construction commenced upon a Lot shall be pursued diligently and such construction much be completed within 9 months.

Section 15. No sign of any kind shall be displayed to public view on any Lot except one sign of reasonable size advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 16. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Control Board or the Architectural Review Representative.

Section 17. Within any Greenbelt Easement, no trees of greater than 4 inches in diameter (measured 4 feet from the ground) shall be cut, no dredging, filling, structural improvements, planting or other materials of temporary or permanent nature shall be placed or permitted to remain by any Owner which might appear unsightly or destroy or adversely affect the natural buffer inherently provided by the same or be contrary to any applicable environmental rules or regulations pertaining thereto. Furthermore, before any activities shall be undertaken within a Greenbelt Easement by a Lot Owner, same shall first be approved by the Architectural Control Board or the Architectural Review Representative, which approval may require either a no-action letter or permit from any environmental or other agencies typically having jurisdiction with respect to such matters.

Section 18. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be resubdivided into an equal or lesser number of contiguous parcels, provided that: (a) the square foot area of each resubdivided parcel equals or exceeds the square foot area of the smallest platted Lot in the Subdivision, and (b) The Architectural Control Board and the Board of Directors of the Association shall approve same by an instrument recorded in the public records of Escambia County, Florida. Thereafter, such resubdivided Lots shall constitute Lots for purpose of this Declaration.

Section 19. All federal laws, laws of the State of Florida, laws of Escambia County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

Section 20. In the interest of public health and sanitation and in order that the Subdivision and all other land in the same locality may be benefited by a decrease in hazards of pollution and for protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system or devise, any refuse, sewage, or other material which might tend to pollute.

Section 21. All freestanding mailboxes and any permitted detached garage or storage or maintenance buildings shall be constructed of wood, brick or other decorative material, shall be in conformity with the architectural design of the residential structure, and shall be approved in writing and in advance of construction by the Architectural Control Board, or the Architectural Review Representative.

Section 22. No drilling, mining, exploration or the like for oil, gas, or other minerals shall be permitted or allowed on or under any Lot in the Subdivision.

Section 23. There shall no direct access (be it by driveway, sidewalk, pathway, road or the like) from any Lot directly onto Chemstrand or Kingsfield Roads.

Section 24. The Architectural Control Board and the Architectural Review Representative shall have the authority to waive in writing minor violations of any of the provisions of this Article IV and/or grant minor deviations or variances where it is clearly demonstrated by the Owner or other persons requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located and the Subdivision as a whole, and, that same is consistent with the first class single residential Subdivision. Neither the Architectural Control Board 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 conferred by this Section.

ARTICLE V

Assessments

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable legal fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) 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 provide for the acquisition, improvement, construction, management, care and maintenance for any Common Area, any property owned by the Association or any public property adjacent to or in the same general locality as the Development. The Association shall have the obligation to maintain any Common Areas (including, without limiting the generality of the foregoing, any and all drainage facilities, structures, holding and retention ponds, and the like, whether denominated as such on the recorded plat or otherwise, and including specifically, without limitation, Parcels A-1, A-2, B, C and D on the plats of Kings Road, Phase I, Turnberry, Phase I, Westchester, Phase I and Ashford Park, Phase I) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve

account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any Common Areas.

Section 3. Annual Assessments. Until January 1, 1988, the maximum annual assessment shall be \$50.00 per Lot.

From and after January 1, 1988, the maximum annual assessment may be increased each year not more than 25% above the potential maximum assessment for the previous year without a vote of membership.

From and after January 1, 1988, the maximum annual assessment may be increased above 25% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the same general locality provided that any assessment shall have the assent of 2/3 of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this article shall be sent by United States Mail, postage prepaid, to all Owners (as of 90 days prior to date of mailing such notice) not less than 15 days nor more than 30 days in advance of this meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 1/3 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots in the Development.

Section 7. Annual Assessment Periods and Due Date. 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 (except for the year in which this Declaration is Recorded, when the Board of Directors of the Association may fix the amount current year's annual assessment at any time prior to December 1). Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the month after this document is recorded in the public records of Escambia County, and shall commence thereafter as determined by the Association. Upon commencement, 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 assessment. 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 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. 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 the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 9. Subordination of Assessment Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 10. Maintenance. In the event an Owner shall fail (after 30 days written notice from the Association, the Architectural Control Board or the Architectural Review Representative 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 Architectural Review Representative may 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 improvements 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 30 days after written demand therefore), as well as reasonable legal 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 the Owner of such Lot at the time such maintenance is performed.

ARTICLE VI

Common Areas

Section 1. Owner's 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:

The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Areas;

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 this Declaration remains uncured; and for a period not to exceed 90 days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

The right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, governmental body or utility for such purpose and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to case 2/3 of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than 30 days and no more than 60 days in advance; provided, however, that for a period of 5 years from the 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 for the benefit of any or all Owners;

The right of the Association, in accordance with its articles and bylaws, 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 rights of said mortgage in said properties shall be subordinate to the rights, of Owners hereunder;

The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of any Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage.

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, tenants, contract purchasers who reside on the property, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner, and deliverymen.

Section 3. Grant/Reservation of Easements.

Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organization, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services.

Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas and all streets within the Subdivision for purposes of construction thereon and thereabout of improvements, sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Lots within the Subdivision and the proposed Development.

ARTICLE VII

General Provisions

Section 1. The Association, the Declarant, the Architectural Control Board or any Owners shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges imposed by the provision of this Declaration. Failure by the Association, the Declarant, the Architectural Control Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any conditions, restriction or covenants herein contained (due to its violation or breach) or lien against any Lot or against any person or entity, said Owner, person or entity expressly agrees to pay all costs, including reasonable legal fees, to the Owner, the Architectural Control Board or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restriction, covenant, reservation, charge or lien.

Section 2. Invalidation of any one of the covenants, conditions or restrictions

by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions 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 and all persons claiming under them for a period of 25 years from the date this Declaration is recorded, unless amended by an instrument signed by 2/3 of the then Lot Owners. After the initial 25 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then Lot owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within two years after date hereof if doing so is necessary or advisable to accommodate either:

FHA, VA, FNMA or the like financing of residential structures within the Subdivision; or

Refusal by the Board of County Commissioners of Escambia County, Florida, to accept the roads constructed within the Subdivision for paved road maintenance.

Any Amendment to this Declaration must be recorded in the public records of Escambia County, Florida.

Section 4. Additional property owned by Declarant in the north half of Section 19, Township 1 North, Range 30 West, may be annexed by Declarant whereupon the Owners of such additional property shall thereupon and thereafter have the same rights, privileges and benefits, including, but not limited to, the right to use the Common Areas, and be subject to the same responsibilities and obligations (with the exception of Article IV which shall not apply to any multifamily building sites), as if such annexed Lot and/or building sites (and the owners of same) were originally described herein.

Section 5. Neither the Association, Declarant, the Architectural Control Board nor the Architectural Review Representative shall in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.

Section 6. Any single violation of any use restriction 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 these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 7. Notwithstanding anything to the contrary herein contained, the Declarant may, until Declarant's development and sales activities for the Development are in Declarant's good faith opinion complete, construct and maintain within the

subdivision (or from time to time move it to another location within the Subdivision) a sales development center for use by Declarant, its employees, contractors and agents, as Declarant in good faith determines, providing same is neat in appearance and properly maintained.

IN WITNESS WHEREOF, Lost Bay Trading Company, Inc., a Florida corporation, has caused this instrument to be executed by its President and its corporate seal to be affixed hereto this 4th day of January, 1988.

LOST BAY TRADING COMPANY, INC.

BY: Michael E. Greene, President

(CORPORATE SEAL)

Witnesses:

Lynda J. Davis

Betty Jane Edwards

STATE OF FLORIDA
COUNTY OF EXCAMBIA

The foregoing instrument was acknowledged before me this 4th day of January, 1988, by Michael E. Greene, President of LOST BAY TRADING COMPANY, INC., a Florida corporation, on behalf of the corporation.

David E. England
NOTARY PUBLIC, State of Florida

My Commission Expires

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