

Prepared By:  
Teri Taha  
9909 Cove Ave  
Pensacola, FL 32534  
(850) 478-8783

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

OR BK 4757 PG1084  
Escambia County, Florida  
INSTRUMENT 2001-874892

**DECLARATION OF COVENANTS AND RESTRICTIONS OF  
TREETOP TERRACE  
ESCAMBIA COUNTY, FLORIDA**

This DECLARATION set forth by J. C. Johnson, surviving partner of JCJ & DS Enterprises, Inc. hereinafter referred to as "Declarant," witnesseth:

Whereas, Declarant is the owner of certain property in Escambia County, Florida, which is more particularly described as:

Treetop Terrace, an unrecorded subdivision in section 20, township 1 North, Range 30 West, being also described as:

THE EAST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

NOW, THEREFORE, Declarant declares that all of the property described above shall be held, sold, and conveyed subject to the following 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 properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as well as the contract vender under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" and "Properties" shall mean and refer to that certain real property granted above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean the common use and enjoyment of the entrance facilities, retention pond, drainage facilities, and road. All named facilities shall be owned, operated and maintained by the Declarant, or his successors and assigns until such time as a majority of the lots have been sold. Ownership and maintenance of these facilities will then transfer to the lot owners as a group.

Section 4. "Lot" shall mean and refer to any parcel of land referred to as a lot upon the above described subdivision plat of Treetop Terrace, but shall not include any part of the Common Area.

Section 5. "Declarant" shall mean and refer to J. C. Johnson and the successors and assigns of Declarant.

Section 6. "Private Drainage Easement" shall mean and refer to those reflected upon the approved drawing of the subdivision. A Lot Owner shall take title subject to any Private Drainage Easement shown on the approved drawing and shall maintain such easement for the purpose of storm water drainage.

## ARTICLE II RIGHTS AND OBLIGATIONS OF OWNERS

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

Section 2. Delegation of Use - Any Owner may delegate, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Maintenance of Drainage Easements - Drainage Easements, as reflected by the plat, shall be maintained by the Lot Owner. The vegetation and configuration of the swale shall be maintained as constructed, and shall not be filled in with soil, yard debris, or other obstruction. No fence or other structure construed across swale areas shall impede or interfere with the flow of storm water.

## ARTICLE III GENERAL PROVISIONS

Section 1 - Enforcement. Declarant, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as well as all currently existing restrictive covenants affecting the development. Failure by Declarant, 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.

**Section 2 - Severability.** Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**Section 3 - Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land as provided in Section 22 of this article unless amended as provided herein. This declaration may be amended by the recording of an instrument signed by the owners of not less than two-thirds (2/3) of the Lots in the subdivision; provided, however, that no amendment shall change the residential character of the subdivision, violate applicable Escambia County Zoning Ordinance or place an additional burden or restriction on any Lot in the subdivision unless the owner of record of such Lot joins in the amendment.

**Section 4 -** All Lots shall be used for single family residential purposes only. No Lot may be subdivided into more than one building plot. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling conforming to the requirements of Section 5 herein.

**Section 5 -** No structures shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling, with attached or detached garage and one outbuilding, which shall harmonize with the dwelling and shall be built in accordance with these restrictions, and all used for residential purposes or for purposes incidental to residential use. The garage shall not be smaller than a two-car garage. No residence shall be erected with the area of the main structure as measured at the outside foundation, exclusive of open porches, carports and garages, having less than 1200 square feet. Any multi-story structure shall have a ground floor area of the main structure of not less than 900 square feet. All buildings shall be erected on Lots in conformity with building setback requirements as provided by governmental ordinance. In addition, no building shall be located nearer than twenty-five (25) feet to any front or rear Lot line or to any side street line. Side building set backs of ten (10%) of the Lot's width measured at the front building set back lines, or fifteen (15) feet, whichever is less, shall be observed.

**Section 6 -** No excavation, except such as is necessary for the construction of improvements, shall be permitted. No fill or other elevation or topography change shall be permitted on any Lot, which materially affects the surface grade or drainage of said Lot or any adjoining Lot. Nothing herein shall preclude filling of a Lot with Declarant's or Association's approval when necessary or appropriate to the construction, maintenance or protection of improvements thereon so long as such filling does not materially and adversely affect other parts of the Property.

**Section 7 -** No fence, shall be erected in front of the front of the dwelling house. A wood fence or other decorative fence (not including chain link fences), which blocks the normal view of the backyard but is no more than six (6) feet in height, may be erected to the rear of the front of the dwelling house. All fences on a Lot shall be properly maintained by the Lot owner.

**Section 8** - No trailer of mobile home and no basement, shack, garage, tent, barn or other outbuilding located on the Property may at any time be used as the principal residence, temporarily or permanently, nor shall any structure of a temporary character be used as the principal residence. This provision does not prohibit the temporary use of a construction trailer nor the use, for one week or less, of a motor home by a guest of a Lot owner.

**Section 9** - No noxious or offensive activity shall be carried on upon the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, Any incinerator or other instrument for the disposal of trash or garbage shall be erected to the rear of their residence and must be hidden from view from the street and from adjacent property. All burning or other disposal of waste material must be in compliance with State of Florida and County of Escambia regulations and shall be accomplished so as to guarantee a minimum odor, smoke and smoldering.

**Section 10** - All mailboxes shall be constructed of molded commercial grade material installed in accordance with manufacturer's instructions, or standard metal boxes approved by the Postal Service.

**Section 11** - No animals or fowl may be kept for any commercial purpose. A reasonable number of house pets and dogs may be kept upon the premises for personal use only, so long as they are kept under fence or leash control and are not kept in such numbers or housed in such conditions as to constitute an annoyance or nuisance to the neighborhood. No horses, cattle, poultry, swine or similar animals may be kept on the Property.

**Section 12** - No Lot in the Property or any building erected thereon, shall at any time be used for the purpose of trade, business, manufacture or public amusement or other commercial purpose, except that a residence may be used by Declarant, temporarily, as a sales office.

**Section 13** - The Property shall not be used for residential purposes prior to installation of toilet and bathroom facilities and sanitary and sewage convenience required for normal residential use. All bathrooms, toilets or sanitary conveniences shall be connected to public sewer or to septic tanks constructed in compliance with applicable laws and regulations.

**Section 14** - All Lots in the Property and all improvements erected thereon shall be maintained in a neat, clean, well kept and sanitary condition free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. All motor vehicles, lawn mowers, motor homes and recreational vehicles shall be stored in the garage, storage building or other facility designed for such purpose or shall be parked to the rear of the residence inside a privacy fence. No outside antennas, poles, masts, towers, basket ball goals, flag poles, satellite receiving dishes or the like (except commonly utilize house-mounted television antennas) and no above ground swimming pool having a diameter greater than six feet, shall be located or maintained upon any Lot unless it is located in the backyard and enclosed by a privacy fence complying with these restrictions.

**Section 15** - All buildings must be of new construction and must be constructed in accordance with generally accepted construction practices for such structures and must be of sturdy, permanent construction, using building materials customarily in use in residential construction and must have exterior design and appearance usually acceptable in residential areas of Escambia County, and must be reasonably harmonipus with existing structures on the Property.

**Section 16** - No sign of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the Property for sale, or rental, or signs used by the Declarant or by a builder to advertise the Property during the sale and construction period.

**Section 17** - Each Lot owner shall own as an incident to his ownership of a Lot, an undivided one-twentyeight (1/28) interest in the common elements. It shall not be necessary to convey such undivided interest in the common elements by deed or other instrument. Such undivided interest shall be appurtenant to the ownership of a Lot in the Property and the conveyance of title to any Lot in the Property shall constitute conveyance of the undivided interest in the common elements appurtenant to such Lot.

**Section 18** - Easements for installation and maintenance of utilities and drainage are reserved over the rear and side five feet (5') of each Lot. No structure shall be placed or permitted to remain on such easement which may damage or interfere with the installation and maintenance of such utilities. Such easement shall be maintained by the Owner of the Lot.

**Section 19** - If any owner or occupant of any Lot or building in the Property shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for the Declarant herein, any person or persons owning any other parcel in this Property, to prosecute any proceedings against any person violating or attempting to violate such covenants or restrictions either to prevent them from doing so or to recover damages for such violations. In any such proceeding, the prevailing party shall recover the costs incurred by him in such proceeding, including his reasonable attorneys fees. In no event, however, shall any violation of these covenants or restrictions cause a reverter or forfeiture of title.

**Section 20** - These covenants shall run with the land and shall be binding on the Declarant, all future Lot owners, and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the Lots in the Property, has been recorded canceling or changing said covenants in whole or in part.

**Section 21** - Invalidaton of any of these covenants or restrictions or portions thereof by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument this 20th  
Day of August, 2001.

Signed, sealed and delivered

In the presence of:

Dawn L. HUNSCCKER

J.C. Johnson  
J.C. JOHNSON

Dawn L. HUNSCCKER

JAMES E. MC GAUGHAY JR.

JAMES E. MC GAUGHAY JR.

RCD Aug 20, 2001 04:15 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-874892

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20th day  
of August, 2001, J.C. Johnson, who is personally known to me.

(Notary seal must be Affixed)

Terri L. Taha  
NOTARY PUBLIC  
TERRI L. TAHA  
Name of Notary Printed  
My commission expires: Nov. 23, 2001  
Commission Number: CC698395



Terri L. Taha  
MY COMMISSION # CC698395 EXPIRES  
November 23, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.

Prepared By:  
Teri Taha  
9909 Cove Ave  
Pensacola, FL 32534  
(850) 478-8783

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

OR BK 4757 PG1084  
Escambia County, Florida  
INSTRUMENT 2001-874892

**DECLARATION OF COVENANTS AND RESTRICTIONS OF  
TREETOP TERRACE  
ESCAMBIA COUNTY, FLORIDA**

OR BK 4789 PG0459  
Escambia County, Florida  
INSTRUMENT 2001-89512A

This DECLARATION set forth by J. C. Johnson, surviving partner of JCJ & DS Enterprises, Inc. hereinafter referred to as "Declarant," witnesseth:

Whereas, Declarant is the owner of certain property in Escambia County, Florida, which is more particularly described as:

Treetop Terrace, an unrecorded subdivision in section 20, township 1 North, Range 30 West, being also described as:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

NOW, THEREFORE, Declarant declares that all of the property described above shall be held, sold, and conveyed subject to the following 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 properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as well as the contract vender under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" and "Properties" shall mean and refer to that certain real property granted above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean the common use and enjoyment of the entrance facilities, retention pond, drainage facilities, and road. All named facilities shall be owned, operated and maintained by the Declarant, or his successors and assigns until such time as a majority of the lots have been sold. Ownership and maintenance of these facilities will then transfer to the lot owners as a group.

Section 4. "Lot" shall mean and refer to any parcel of land referred to as a lot upon the above described subdivision plat of Treetop Terrace, but shall not include any part of the Common Area.

Section 5. "Declarant" shall mean and refer to J. C. Johnson and the successors and assigns of Declarant.

Section 6. "Private Drainage Easement" shall mean and refer to those reflected upon the approved drawing of the subdivision. A Lot Owner shall take title subject to any Private Drainage Easement shown on the approved drawing and shall maintain such easement for the purpose of storm water drainage.

**ARTICLE II  
RIGHTS AND OBLIGATIONS OF OWNERS**

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

Section 2. Delegation of Use - Any Owner may delegate, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Maintenance of Drainage Easements - Drainage Easements, as reflected by the plat, shall be maintained by the Lot Owner. The vegetation and configuration of the swale shall be maintained as constructed, and shall not be filled in with soil, yard debris, or other obstruction. No fence or other structure construed across swale areas shall impede or interfere with the flow of storm water.

**ARTICLE III  
GENERAL PROVISIONS**

Section 1 - Enforcement. Declarant, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as well as all currently existing restrictive covenants affecting the development. Failure by Declarant, 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.



**Section 2 - Severability.** Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**Section 3 - Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land as provided in Section 22 of this article unless amended as provided herein. This declaration may be amended by the recording of an instrument signed by the owners of not less than two-thirds (2/3) of the Lots in the subdivision; provided, however, that no amendment shall change the residential character of the subdivision, violate applicable Escambia County Zoning Ordinance or place an additional burden or restriction on any Lot in the subdivision unless the owner of record of such Lot joins in the amendment.

**Section 4 -** All Lots shall be used for single family residential purposes only. No Lot may be subdivided into more than one building plot. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling conforming to the requirements of Section 5 herein.

**Section 5 -** No structures shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling, with attached or detached garage and one outbuilding, which shall harmonize with the dwelling and shall be built in accordance with these restrictions, and all used for residential purposes or for purposes incidental to residential use. The garage shall not be smaller than a two-car garage. No residence shall be erected with the area of the main structure as measured at the outside foundation, exclusive of open porches, carports and garages, having less than 1200 square feet. Any multi-story structure shall have a ground floor area of the main structure of not less than 900 square feet. All buildings shall be erected on Lots in conformity with building setback requirements as provided by governmental ordinance. In addition, no building shall be located nearer than twenty-five (25) feet to any front or rear Lot line or to any side street line. Side building set backs of ten (10%) of the Lot's width measured at the front building set back lines, or fifteen (15) feet, whichever is less, shall be observed.

**Section 6 -** No excavation, except such as is necessary for the construction of improvements, shall be permitted. No fill or other elevation or topography change shall be permitted on any Lot, which materially affects the surface grade or drainage of said Lot or any adjoining Lot. Nothing herein shall preclude filling of a Lot with Declarant's or Association's approval when necessary or appropriate to the construction, maintenance or protection of improvements thereon so long as such filling does not materially and adversely affect other parts of the Property.

**Section 7 -** No fence, shall be erected in front of the front of the dwelling house. A wood fence or other decorative fence (not including chain link fences), which blocks the normal view of the backyard but is no more than six (6) feet in height, may be erected to the rear of the front of the dwelling house. All fences on a Lot shall be properly maintained by the Lot owner.

Section 8 - No trailer of mobile home and no basement, shack, garage, tent, barn or other outbuilding located on the Property may at any time be used as the principal residence, temporarily or permanently, nor shall any structure of a temporary character be used as the principal residence. This provision does not prohibit the temporary use of a construction trailer nor the use, for one week or less, of a motor home by a guest of a Lot owner.

OR BK 4789 PG0462  
Escambia County, Florida  
INSTRUMENT 2001-895128

Section 9 - No noxious or offensive activity shall be carried on upon the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, Any incinerator or other instrument for the disposal of trash or garbage shall be erected to the rear of their residence and must be hidden from view from the street and from adjacent property. All burning or other disposal of waste material must be in compliance with State of Florida and County of Escambia regulations and shall be accomplished so as to guarantee a minimum odor, smoke and smoldering.

Section 10 - All mailboxes shall be constructed of molded commercial grade material installed in accordance with manufacturer's instructions, or standard metal boxes approved by the Postal Service.

Section 11 - No animals or fowl may be kept for any commercial purpose. A reasonable number of house pets and dogs may be kept upon the premises for personal use only, so long as they are kept under fence or leash control and are not kept in such numbers or housed in such conditions as to constitute an annoyance or nuisance to the neighborhood. No horses, cattle, poultry, swine or similar animals may be kept on the Property.

Section 12 - No Lot in the Property or any building erected thereon, shall at any time be used for the purpose of trade, business, manufacture or public amusement or other commercial purpose, except that a residence may be used by Declarant, temporarily, as a sales office.

Section 13 - The Property shall not be used for residential purposes prior to installation of toilet and bathroom facilities and sanitary and sewage convenience required for normal residential use. All bathrooms, toilets or sanitary conveniences shall be connected to public sewer or to septic tanks constructed in compliance with applicable laws and regulations.

Section 14 - All Lots in the Property and all improvements erected thereon shall be maintained in a neat, clean, well kept and sanitary condition free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. All motor vehicles, lawn mowers, motor homes and recreational vehicles shall be stored in the garage, storage building or other facility designed for such purpose or shall be parked to the rear of the residence inside a privacy fence. No outside antennas, poles, masts, towers, basket ball goals, flag poles, satellite receiving dishes or the like (except commonly utilize house-mounted television antennas) and no above ground swimming pool having a diameter greater than six feet, shall be located or maintained upon any Lot unless it is located in the backyard and enclosed by a privacy fence complying with these restrictions.

Section 15 - All buildings must be of new construction and must be constructed in accordance with generally accepted construction practices for such structures and must be of sturdy, permanent construction, using building materials customarily in use in residential construction and must have exterior design and appearance usually acceptable in residential areas of Escambia County, and must be reasonably harmonious with existing structures on the Property.

Section 16 - No sign of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the Property for sale, or rental, or signs used by the Declarant or by a builder to advertise the Property during the sale and construction period.

Section 17 - Each Lot owner shall own as an incident to his ownership of a Lot, an undivided one-twentyeight (1/28) interest in the common elements. It shall not be necessary to convey such undivided interest in the common elements by deed or other instrument. Such undivided interest shall be appurtenant to the ownership of a Lot in the Property and the conveyance of title to any Lot in the Property shall constitute conveyance of the undivided interest in the common elements appurtenant to such Lot.

Section 18 - Easements for installation and maintenance of utilities and drainage are reserved over the rear and side five feet (5') of each Lot. No structure shall be placed or permitted to remain on such easement which may damage or interfere with the installation and maintenance of such utilities. Such easement shall be maintained by the Owner of the Lot.

Section 19 - If any owner or occupant of any Lot or building in the Property shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for the Declarant herein, any person or persons owning any other parcel in this Property, to prosecute any proceedings against any person violating or attempting to violate such covenants or restrictions either to prevent them from doing so or to recover damages for such violations. In any such proceeding, the prevailing party shall recover the costs incurred by him in such proceeding, including his reasonable attorneys fees. In no event, however, shall any violation of these covenants or restrictions cause a reverter or forfeiture of title.

Section 20 - These covenants shall run with the land and shall be binding on the Declarant, all future Lot owners, and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the Lots in the Property, has been recorded canceling or changing said covenants in whole or in part.

Section 21 - Invalidaton of any of these covenants or restrictions or portions thereof by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

**SECTION 22** – Said neighborhood known as TreeTop Terrace shall have an association fee of \_\_\_\_\_ per month per home to maintain road, common areas and other maintenance needs required in said neighborhood.

**J.C.JOHNSON and/or JACK NEEDHAM** retain the right to wave or amend these restrictions as he/they deem necessary.

OR BK 4757 PG1089  
Escambia County, Florida  
INSTRUMENT 2001-874892

OR BK 4789 PG0465  
Escambia County, Florida  
INSTRUMENT 2001-895128

IN WITNESS WHEREOF, the parties have executed this instrument this 20th  
Day of August, 2001.

Signed, sealed and delivered  
In the presence of:

DAWN L. HUNSCCKER

J.C. Johnson  
J.C. JOHNSON

Dawn L. Hunsucker

James E. McMaughay Jr.

James E. McMaughay Jr.

RCD Aug 20, 2001 04:15 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-874892

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20th day  
of August, 2001, J.C. Johnson, who is personally known to me.

Terri L. Taha  
NOTARY PUBLIC  
TERRI L. TAHA  
Name of Notary Printed  
My commission expires: Nov. 23, 2001  
Commission Number: CC698395

(Notary seal must be Affixed)

 Terri L. Taha  
MY COMMISSION # CC698395 EXPIRES  
November 23, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.

RCD Oct 23, 2001 01:42 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-895128

10.50

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF TREETOP TERRACE**

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF TREETOP TERRACE** (the "Declaration") is made by the undersigned, who consist of the owners of not less than two-thirds (2/3) of the following described real property:

The East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 1 North, Range 30 West, Escambia County, Florida.

**WITNESSETH:**

**WHEREAS**, the Declaration was made on August 20, 2001, and recorded in Official Records Book 4757, Page 1084 of the public records of Escambia County, Florida, and was amended in a document recorded in Official Records Book 4789 at Page 459 of the public records of Escambia County, Florida;

**WHEREAS**, the undersigned desires to amend the Declaration, and being the holder of not less than two-thirds (2/3) of the votes of the Lot Owners, is legally entitled to do so pursuant to Article III, Section 3 of the Declaration.

**NOW THEREFORE**, the undersigned amend the Declaration as follows:

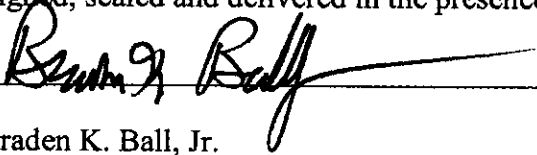
- 1. Article III, Section 5 of the Declaration shall be amend to read as follows:

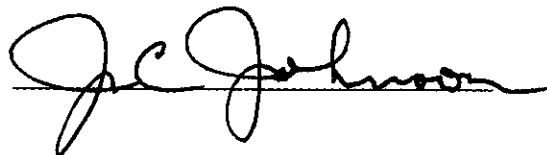
No structures shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling, with attached or detached garage and one outbuilding, which shall harmonize with the dwelling and shall be built in accordance with these restrictions, and all used for residential purposes or for purposes incidental to residential use. The garage shall not be smaller that a two-car garage. No residence shall be erected with the area of the main structure as measured at the outside foundation, exclusive of open porches, carports and garages, having less than 1200 square feet. Any multi story structure shall have a ground floor area of the main


structure of not less than 900 square feet. All buildings shall be erected on Lots in conformity with building setback requirements as provided by governmental ordinance. In addition, no building shall be located nearer than twenty (20) feet to any front or rear lot line or to any side street line. Side building setbacks of ten percent (10%) of the Lot's width measured at the front building setback lines, or fifteen (15) feet, whichever is less, shall be observed.

Dated this 16<sup>th</sup> day of August, 2002.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Braden K. Ball, Jr.

  
\_\_\_\_\_

  
\_\_\_\_\_

Monica S. Cone

STATE OF FLORIDA

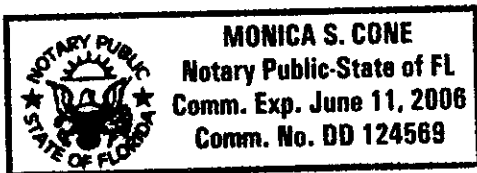
COUNTY OF ESCAMBIA

Acknowledged this 16<sup>th</sup> day of August, 2002, by J.C. Johnson, who produced

FLDL # J525-423-42 <sup>187-0</sup> as identification.

  
\_\_\_\_\_

Notary Public: Monica S. Cone



RCD Aug 20, 2002 11:58 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-997568

Prepared by and return to:  
Braden K. Ball, Jr. of  
Shell, Fleming, Davis & Menge  
226 Palafox Place, 9th floor  
Pensacola, Florida 32501  
SFD&M File #Z42-25770