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ESCAMBIA COUNTY FLORIDA  
INST# 2022054692 5/26/2022 1:43 PM  
OFF REC BK: 8792 PG: 1921 Doc Type: DECL  
Recording \$486.00

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

**OF**

**CORTE DE LA RUA**

**LOCATED IN ESCAMBIA COUNTY, STATE OF FLORIDA**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CORTE DE LA RUA  
LOCATED IN ESCAMBIA COUNTY, STATE OF FLORIDA**

This Declaration is made this 26<sup>th</sup> day of May, 2022, by aDoor Development, LLC, a Florida limited liability company, hereinafter referred to as “Declarant” herein.

**WITNESSETH:**

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

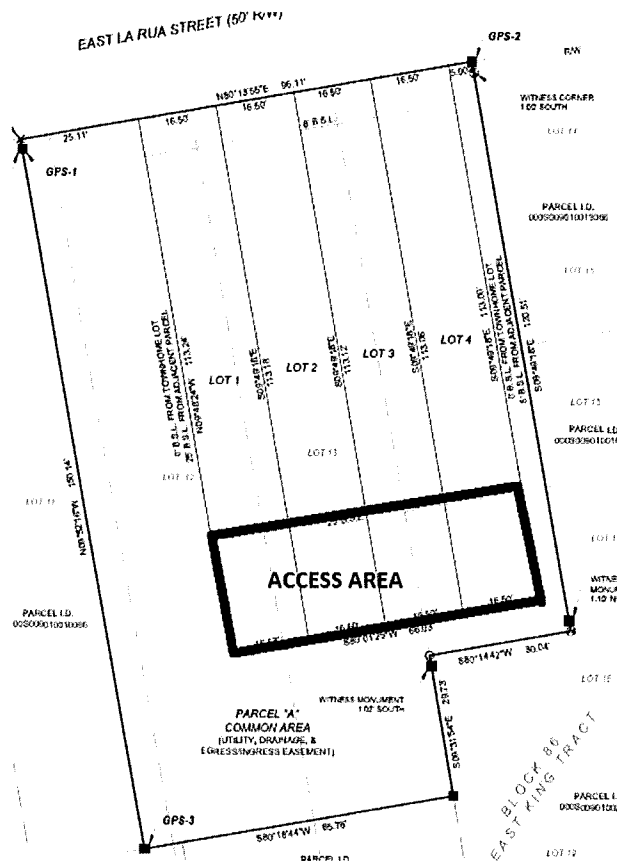
See Exhibit “A” (the “Subject Property”).

Which Subject Property has been platted as a subdivision known as Corte De La Rua, as reflected by that certain Final Plat of Corte De La Rua recorded in Book 8471, Page 428 of the Official Records of Escambia County, Florida.

**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 Subject Property and which shall run with the Subject Property and be binding on all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I – DEFINITIONS**

Section 1 – Access Area. Access Area shall mean and refer to the southernmost approximately 25 feet of each of Lots 1-4. For clarification, it is intended that the Access Area shall extend south from the southern boundary of the garage to be constructed on each of Lots 1-4, to the southern boundary of each said Lot. The Access Area shall be part of the Common Areas (defined below) and shall be and remain subject to the Owners’ easements of use and enjoyment, as detailed in Article IV, Section1, below, including but not limited to, each Owner’s right to use the Access Area for pedestrian and vehicular ingress and egress to its respective Lot. A depiction of the intended Access Area follows:



Section 2 – Amenities. Amenities shall mean and refer to the Common Areas with related amenities.

Section 3 – Association. Association shall mean and refer to Corte De La Rua Home Owners’ Association, Inc., a not-for-profit corporation, and 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 4 – Board of Directors. Board of Directors shall mean and refer to the Board of Directors of the Association.

Section 5 – Common Areas. Common Areas shall mean and refer to (a) 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 enjoyment of the Owners, and (b) the Access Area (including any improvements, fixtures or tangible personal property relating thereto). The Common Areas to be owned and/or maintained by the Association at the time of recording the conveyance of the first Lot by the Declarant and thereafter are the common areas, private common amenities, storm water system, private ponds and private rights of way, if any, shown on the Plat and as more fully set forth in Exhibit “D”, Access Area, and any areas expressly made Common Areas by the terms of this Declaration.

Section 6 – Common Expense. Common Expense shall mean any and all expenses of the Association (i) associated with the ownership, maintenance, repair and/or replacement of the Common Area; (ii) used in repairing and maintaining any Party Roof, the exterior of any Townhome(s), the Utility Infrastructure, and otherwise performing any repair and/or maintenance in accordance with the terms and conditions herein; (iii) used in obtaining and maintaining any and all insurance required or otherwise permitted in accordance with Article IX hereof; and (iv) otherwise denominated hereunder as a Common Expense.

Section 7 – Declaration. Declaration shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

Section 8 – Declarant. Declarant shall mean and refer to aDoor Development, LLC, a Florida limited liability company, and its successors and assigns.

Section 9 – Exempt Lot. A Lot exempt from annual and special assessments. All Lots owned by Declarant shall be exempt forever to the extent allowed by Florida law.

Section 10 – Lot. Lot shall mean and refer to any one of the Lots as shown upon the Plat.

Section 11 – Owner. Owner shall mean and refer to all present and future record owners, whether one or more persons or entities, of a fee simple 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, guests, tenants and purchasers pursuant to an unrecorded contract, provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner'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 12 – Party Roof. Party Roof shall mean a common roof system for any Townhome sharing a Party Wall(s).

Section 13 – Party Wall. Party Wall shall mean a common wall separating any Townhomes located on two (2) or more separate Lots that is constructed, improved, maintained, repaired and replaced on the boundary line between said two (2) or more Lots.

Section 14 – Plat. Plat shall mean and refer to the Final Plat of Corte De La Rua recorded in Book 8471, Page 428 of the Official Records of Escambia County, Florida, as may be amended or supplemented from time to time, and the plats of any additional land annexed to and made part of Corte De La Rua.

Section 15 – Subject Property. Subject Property shall mean and refer to that certain real property defined above and described in Exhibit "A" hereto, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 16 – Subdivision. Subdivision shall mean and refer to Corte De La Rua, situated in Escambia County, Florida, according to the Plat.

Section 17 – Townhome. Townhome shall mean any single-family dwelling unit that is attached to another dwelling unit and which is situated upon a Lot.

Section 18 – Townhome Building. Townhome Building shall mean two (2) or more Townhomes that are attached to one another via the sharing of a Party Wall(s).

Section 19 – Utility Easement Area. That certain portion of the Subject Property depicted and described in Exhibit E attached hereto and made a part hereof by reference.

Section 20 – Utility Infrastructure. All the electrical conduit and related electrical infrastructure and equipment located on, over or under the Utility Easement Area and connecting each respective Townhome to the electrical power source. Utility Infrastructure does not include any electrical conduit, infrastructure, or equipment on the Townhome side of the connection to the electrical power source. The bulk of the Utility Infrastructure is located within the concrete slab for each Townhome, with the Townhome Building constructed above it.

## **ARTICLE II--PROPERTY SUBJECT TO THIS DECLARATION**

This article describes the real property of which Corte De La Rua will initially be comprised and provides the method of which additional property may be added.

Section 1 – Initial Property. The property initially subject to this Declaration consists of the Subject Property.

### **Section 2 – Annexation of Additional Property.**

A. Authority. Additional property may be annexed by the Declarant or the Association. The Association may only annex additional property after termination of the Class B membership. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Corte De La Rua, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any rights of way that are situated between the property shown on the Plat and the property to be annexed.

B. Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by the owner of the property to be annexed, and the Declarant, its assigns, or the president of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific

covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The parties making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in Common Expense. Upon recording the Supplemental Declaration, the annexed property will become part of Corte De La Rua.

### **ARTICLE III – 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 the 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 B 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 member shall be the 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 on the date when Declarant ceases to own at least one (1) Lot in the Subdivision, or such earlier date as Declarant may agree in writing.

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 (1) Lot for resale purposes.

#### **Section 3 – Declarant's Voting Rights.**

A. Declarant shall be entitled to elect at least one (1) member to the Board of Directors as long as Declarant holds at least one (1) of the 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 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 Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against an Owner's Lot remains unpaid or any violation of the provisions of this Declaration remain uncured by the Owner, but in no event shall the suspension of voting rights exceed sixty (60) days for any such infraction.

B. The Association shall have the right 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 transfers shall be effective unless an instrument signed by the members entitled to cast two-thirds (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 member not less than thirty (30) days and not more than sixty (60) days in advance of such dedication or transfer.

C. The Association shall have the right, in accordance with its articles and bylaws, and with consent of two-thirds (2/3) of the 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 Association shall have the right 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, Owner's right of use and enjoyment of the Common Areas and facilities to the members of the Owner's family, guests, tenants, contract purchasers who reside on Owner's Lot, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner, and delivery persons.

Section 3 – The Amenities and Common Areas. The Board of Directors is hereby granted the authority to adopt reasonable policies, procedures, rules and regulations for the use of the Common Areas and the Amenities for general use by the Owners. The Board of Directors shall also have the right to establish policies, procedures, rules and regulations for special events and private functions to be held at the Amenities and to set an appropriate fee or charge for the same.

Section 4 – Repair and Maintenance. The Association shall maintain and repair the Common Areas, and the cost thereof shall be a Common Expense.

## ARTICLE V – EASEMENTS



Section 1 – Declarant and Association Easements. The Declarant and the Association, their duly authorized successors and assigns, including without limitation, the owners of private amenities, successors-in-title, agents, representatives, employees, contractors, licensees, mortgagees over Common Areas, and any governmental or quasi-governmental entity and any utility company, are hereby granted the following non-exclusive, perpetual, appurtenant easements upon across, over, and under all Subject Property:

A. Easement for General Maintenance and Enforcement. To enter all portions of the Subject Property, including each Lot to (i) perform any maintenance or improvement responsibility herein, included, but not limited to, those listed in Articles IV and VIII herein; (ii) to ensure compliance with the governing documents; and (iii) to inspect, monitor, test, redesign, and correct any structure, improvement, or condition that may exist on any portion of the Subject Property, including the Lots. Except in emergencies, entry onto a Lot shall be only during reasonable hours. Such rights expressly include the right to take any action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The rights granted herein may be exercised at the sole option of the Declarant or the Association to take any affirmative action connection therewith.

Section 2 – Declarant Easements. The Declarant, its duly authorized successors and assigns, including without limitation, the owners of private amenities, successors-in-title, agents, representatives, employees, contractors, licensees, mortgagees over Common Areas, and any governmental or quasi-governmental entity and any utility company, is hereby granted the following non-exclusive, perpetual, appurtenant easements upon across, over, and under all Common Areas:

A. Easement for Improvements and Utilities. For the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable, digital, satellite or similar television systems, master television antenna systems, cell towers, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; rights of way, sidewalks, walkways, alleyways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; landscaping improvements; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone gas, and electricity systems, lines, and meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Subject Property, as necessary to exercise the easements described above. This Easement for Improvements and Utilities shall apply to Utility Easement Area in addition to the Common Areas.

B. Easement for Development of Additional Phases/Additional Property. For purposes of (1) pedestrian and vehicular ingress and egress; (2) construction and development of additional phases of the Subdivision; (3) activities in connection with the sale of lots in any additional phases of the Subdivision; and (4) such other purposes and uses as the Declarant deems appropriate or necessary in connection with the construction and development of additional phases of the Subdivision. These easements include, but are not limited to, a right of ingress and egress over the

Common Area for construction of rights of way, for the posting of signs, and for connecting and installing utilities serving the additional phases of the Subdivision.

C. Easement for Common Area. For construction on the Common Area of Subdivision improvements, activities in connection with the sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Subject Property, as well as the right to assign and transfer such reserved easements to others. Declarant further reserves unto itself the right to grant in the future additional easements across such Common Area for utilities or for other purposes as determined necessary in the sole opinion of Declarant.

Section 3 – Utility Easement. Each Owner and its respective utility provider is hereby granted a non-exclusive, perpetual, appurtenant easement upon across, over, and under the Utility Easement Area for the purpose of connection to and use of electrical conduit and related infrastructure necessary for provision of residential electrical service to such Owner's respective Lot. This easement is for use, only, and nothing herein shall be deemed to enable an Owner to enter upon or perform any alteration or improvement to any Lot other than its own.

## **ARTICLE VI – 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, costs and reasonable attorneys' fees incurred in connection with the collection of any assessment, fine and/or any other charge set forth herein, together with enforcement of any of the terms and provisions of this Declaration, 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, costs and reasonable attorneys' 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 and welfare of the residents of the Lots and for the improvement and maintenance of the Common Areas and Amenities, and performance of the Association's duties as set forth in this Declaration, including, but not limited to, maintenance of the road right-of-way and related landscaping, if any; maintenance of any island landscaping; maintenance of the Subdivision entrance sign, lighting, water pump, sprinkler system, electric meter, and landscaping (if any) and maintenance of storm water ponds, access rights of way and drainage easements, payment of premiums for Common Area liability insurance, including the Amenities; the cleaning of debris from Lots or building sites on which a residential dwelling has not yet been constructed; the maintenance and repair of the Amenities, as shown on the Plat. 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 said

Common Areas. The Association may fund in the Reserve Account (defined below) such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area and/or Party Roofs.

Section 3 – Reserve Fund. The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas (the "Reserve Account"). In the event the Association elects to fund the Reserve Account, the Reserve Account shall be established, budgeted, and maintained in accordance with Section 720.303, Florida Statutes, as may be amended from time to time. In no way limiting the foregoing, the Reserve Account is intended to fund capital expenditures, deferred maintenance, and items of expense that do not occur on a regular basis.

Section 4 – Maximum Annual Assessment. Declarant Guarantee. Declarant agrees that until two years after the recording of the final plat of Corte De La Rua the maximum annual assessment shall be \$2,500.00 per Lot. During said period, Declarant shall guarantee and pay any operating expenses of the Association incurred that exceed the assessments receivable from other Lot Owners and other income of the Association. Declarant will be exempt from annual assessments in consideration of its guarantee. Declarant may elect to renew this budget guarantee for one or more additional fiscal years, during which Declarant will not be liable for any annual assessments on Lots it owns. Such election shall be deemed to occur on an annual basis unless, prior to the end of the fiscal year of the Association, Declarant gives notice of its intention to not elect to renew its guarantee.

A. Two years after the recording of the final plat of Corte De La Rua, the annual assessment may be increased each year by not more than twenty-five percent (25%) above the assessment for the previous year without a vote of the Owners.

B. From and after the date set forth in Section 4 A. above, the annual assessment may be increased above twenty-five percent (25%) 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. 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.

Section 5 – 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, Party Walls, Party Roof, 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 consent 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 6 – Exempt Lots. Exempt Lots will not be subject to annual assessments as provided above, nor special assessments or any portion therefore declared or assessed while such Lot is an Exempt Lot, even if payments for such special assessments are made in installments becoming due subsequent to the time such Lot no longer is considered an Exempt Lot. [For example, if a special assessment is declared on January 1 while a Lot 1 is an Exempt Lot, but the payment of the Special Assessment is not required until March of the same year, then even though Lot 1 is not an Exempt Lot as of February of such year, Lot 1 will be considered exempt from such special assessment.]

Section 7 – Segregation of Funds. Funds collected by the Association from the annual assessments and any special assessments 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 8 – Notice and Quorum for any Action Authorized under Sections 4 and 5. Written notice of any meeting of Owners called for the purpose of taking any actions authorized under Sections 4 and 5 of this Article shall be sent by United States mail, postage prepaid, or electronically transmitted in the manner authorized by the By-Laws of the Association, to all affected Owners of record (thirty (30) days prior to the date of any meeting called for this purpose) 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 the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

Section 9 – 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 a 1/4th share of the total annual assessment and any special assessments.

Section 10 – Assessment Periods and Due Dates. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date(s) and payment schedule (e.g. monthly, quarterly, semi-annually or annually) 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 11 – Effect of Nonpayment of Assessment and Remedies of the Association. Any annual or special assessment not paid within thirty (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, bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the Lot to collect all amounts due and

owing, including attorney's fees and costs. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by nonuse of any Common Areas or abandonment of the Owner's Lot.

Section 12 – Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article VI 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 or her 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 13 – Maintenance. After fifteen (15) days' written notice from the Association sent United States Mail, postage prepaid to an Owner for the Owner's failure 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 and in conformity with this Declaration, the Association may, after approval 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, as well as reasonable attorney's fees and costs, shall be a lien on the Lot if the amount required is not paid within ten (10) days after written demand is made against the Owner. The lien for maintenance 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.

## **ARTICLE VII – ARCHITECTURAL CONTROL**

Section 1 – Prior Approval. No structural, exterior improvement of any nature whatsoever, including but not limited to a Townhome, building, fence, property enclosure, wall, driveway, gate, exterior lighting, exterior painting, or landscaping, 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 demonstrating 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 VII and the Architectural Guidelines, as the same may be adopted and amended, from time to time, by the Architectural Review Committee. The Architectural Review Committee must approve any contractor used for improvements. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plot plans, landscaping plans, and/or contractor within thirty (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 shall 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 appointed by the Declarant who shall serve until their resignation. In the event of the death or resignation of any such representative of the Declarant on the Architectural Review Committee, the Declarant shall have the right to appoint a substitute thereto. Declarant shall retain the right to appoint all members of the Architectural Review Committee running from the date of the recording of this Declaration and continuing until such time turnover of the Association occurs pursuant to Florida Statutes. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors of the Association. It is contemplated that the Subject Property will be developed as a first-class single-family residential, Townhome 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 Architectural Review Committee has the authority to hire an architect to assist it in the review of all plans, specifications and other items submitted to it for review under this Article VII. The reasonable fee of the architect shall be charged by the Architectural Review Committee to the applicable Owner whose plans, specifications and/or other documents are under review for approval by the Architectural Review Committee. All such fees must be paid by the applicable Owner prior to receipt of final approval. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any such non-payment, the terms and provisions of Article VI, Section 10, shall apply.

Section 3 – Inspection During Construction and Prior to Occupancy. The Architectural Review Committee shall have right to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans and specifications submitted to and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Article VII, or failure of an Owner to

carry out construction in accordance with the provisions of this Article VII, shall subject such Owner to such equitable (including specifically, injunctive relief and specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses.

## **ARTICLE VIII – TOWNHOME ISSUES**

**Section 1 – General Rules of Law to Apply.** Each wall built and located on the common or dividing line between adjoining Lots shall constitute a Party Wall. Each roof system built over structures on adjoining Lots shall constitute a Party Roof. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and party roofs and liability for property damage due to negligence, or willful acts or omissions, shall apply thereto.

**Section 2 – Repair and Maintenance of a Party Wall.** When the need arises for repair or other maintenance of any part of a Party Wall as originally built or as later extended, the cost of such repair shall be divided equally between the Owners of the Lots on which the Party Wall is located as to parts of the Party Wall then being used by both parties; as to any remaining portion, the entire cost shall be borne by the party using that portion. Any Owner who shall cause a Party Wall to be exposed to the elements shall be solely responsible for any damages to adjoining improvements.

**Section 3 – Repair and Maintenance of Utility Infrastructure.** When the need arises for repair, replacement or other maintenance of any part or all of the Utility Infrastructure, the Association shall perform (or cause to be performed) such repair, and the cost of such repair shall be a Common Expense. No Owner may cause any such repairs or maintenance to be so performed.

**Section 4 – Repair and Maintenance of a Party Roof.** When the need arises for repair, replacement or other maintenance of any part or all of a Party Roof, the Association shall perform (or cause to be performed) such repair, and the cost of such repair shall be a Common Expense. No Owner may cause any such repairs or maintenance to be so performed; provided, however, that in the event of any material damage to a Party Roof that may result in water or other elements penetrating the Party Roof and damaging the Townhome(s), an Owner shall have the right to make any emergency repairs such Owner deems reasonably necessary to protect his or her Townhome from damage; provided, further, however, that in the event an Owner exercises such right, he or she shall immediately notify the Association of such repairs.

**Section 5 – Maintenance of Exterior of Townhomes.** The Association shall maintain the exterior walls, including windows and doors, of Townhomes and shall repaint when necessary the exterior of the Townhomes, and the cost thereof shall be a Common Expense. For avoidance of doubt, (a) the “exterior walls” shall mean that portion of the Townhome’s exterior wall(s) lying outside of the exterior boundary of the stud portion of said exterior wall(s), but excluding any plumbing, electrical or other fixtures, and (b) notwithstanding anything herein to the contrary, the Association’s maintenance obligations under this Declaration shall specifically exclude all all personal property; floor, wall, and ceiling coverings; all electrical and plumbing equipment and fixtures, appliances, water heaters, water filters, built-in cabinets and countertops; and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, along with all improvements (other than Party Roofs) which are located within the exterior boundaries of the studs of the exterior walls of

such Townhome, such property and any insurance thereupon being the responsibility of the Townhome Owner

Section 6 – Lawn Maintenance. The Association shall perform all lawn maintenance around the Townhomes, including mowing, weeding and fertilizing, and the cost thereof shall be a Common Expense. Irrigation shall be the responsibility of each Owner.

Section 7 – Termite Bond. The Association shall maintain termite bonds on each Townhome and shall perform such repairs and treatments as may be necessary to maintain and renew said bonds, and all of the costs and expenses associated therewith shall be a Common Expense.

Section 8 – Owner Maintenance Responsibilities. Except for the items that are specifically reserved to the Association in accordance with the terms and conditions of this Declaration, each Owner shall be responsible for the maintenance, repair and upkeep of such Owner's Townhome, including, the interior of such Townhome. Each Owner shall properly maintain any balcony or terrace, including but not limited to the flooring surface of such balcony or terrace, appurtenant to such Owner's Townhome (if any); provided, however, that no Owner shall puncture, or otherwise cause or allow to be punctured, the surface of any such balcony or terrace or the exterior of any exterior wall of a Townhome. For avoidance of doubt and notwithstanding anything herein to the contrary, an Owner shall be responsible for the costs of repair or replacement of any portion of the Townhomes if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of this Declaration or the rules of the Association by such Owner, the members of his or her family, Townhome occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

Section 9 – Cost of Construction. If the Owner of any Lot erects a Party Wall at a time when the adjoining Owner is not ready to construct, then the Party Wall must be located on the applicable Lot line, but entirely within the Lot on which construction is to begin and such Owner shall bear the entire cost of constructing said Party Wall. If the adjoining Owner later erects a building utilizing said Party Wall, or any part thereof, he shall promptly pay to the Owner who originally bore the entire Party Wall cost an amount equal to the ratio that the portion of the Party Wall utilized for support, attachment or joinder bears to the original cost thereof, divided by one-half.

Section 10 – Adjoining Lot. The first Owner to erect a Party Wall shall have the right to enter the adjoining Lot(s) and shall have the right to authorize entry by his contractor, agents, employees, and suppliers to the extent reasonable and appropriate for construction purposes. Such right includes the right to make necessary excavations or to do other work required in connection with the construction of the Party Wall; provided, however, that on completion of the Party Wall, the adjoining Lot(s) shall be restored to its condition prior to the start of construction. The first Owner to erect a Party Wall shall erect said Party Wall and any Party Roof in such a manner so as not to encroach into the Lot of any adjoining Owner; provided, however that such Party Wall and Party Roof may, with the advance written approval of the Architectural Review Committee, have a finished eave or other overhang structure encroaching into such adjoining Owner's Lot; provided, further, however, that such eave or other overhang structure shall be subject to the rights of an adjoining Owner to thereafter eliminate or modify such eave or other overhang structure to accommodate the construction of an adjoining Townhome; and the elimination or alteration of any such eave or other overhang structure shall, in all events, be subject to the equitable and final discretion of



the Architectural Review Committee. No construction shall be undertaken in a manner so as to adversely affect the structural integrity of any Townhome located on a Lot.

Section 11 – Access to Common Area During Construction. Each builder shall have a license to go upon and make use of such portions of the Common Area as are reasonably necessary in connection with a builder's construction of a Townhome or Townhome Building on a Lot or Lots adjacent to such Common Area; provided, however, that each such builder shall be responsible for and shall repair any damage caused to the Common Area by such builder or such builder's subcontractors and materials suppliers.

Section 12 – Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and/or Townhome as required herein, and that failure to so maintain shall cause damage or injury to the adjoining Townhome, Party Wall, and/or Party Roof, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the Townhome and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject.

Section 13 – Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 14 – Easement for Encroachment. There shall be (a) reciprocal perpetual easements of encroachment between each adjacent Lot, and (b) perpetual easements of encroachment over and across any adjacent Common Area, for purposes of allowing for the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

Section 15 – Easement for Lateral Support. There shall be reciprocal perpetual easements of lateral support between each adjacent Lot upon the structural components, including the Party Walls for lateral support of each Townhome. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Townhome.

Section 16 – Landscaping Work. Subject to the remaining terms of this Section, the Association shall perform all landscaping work to a Lot. Whether to make certain plantings and when and how to maintain all such landscaping shall be in the sole and absolute discretion of the Association. Any landscaping work performed on a Lot shall be a Common Expense. Notwithstanding anything herein to the contrary, nothing in this Declaration shall be construed to prohibit any Owner from implementing "Florida-friendly landscaping", as defined under Florida law, on his or her Lot or create any requirement or limitation in conflict with Chapter 373 of the Florida Statutes ("Owner Landscaping"). In the event an Owner desires to install any Owner Landscaping, Owner shall first submit a landscaping plan to the Architectural Review Committee detailing Owner's plans therefor (a "Landscaping Plan"). Every Landscaping Plan shall include, without limitation, a list of all plantings and any other improvements proposed by the Owner, the locations within the Owner's Lot where the Owner proposes to make such plantings and other improvements, and such additional information as shall be reasonably necessary to demonstrate that such plantings constitute Florida-friendly landscaping and that such plantings will comply with the terms and conditions of this Declaration. Owner shall

install, maintain, repair and replace, as applicable, all Owner Landscaping strictly in accordance with a Landscaping Plan approved by the Architectural Review Committee. In the event an Owner thereafter desires to cease maintaining the landscaping on such Owner's Lot, the Owner can return control of all landscaping to the Association for the Association to perform in accordance with subparagraph (a) of this Section by delivering written notice thereof to the Association. Notwithstanding anything contained in this subparagraph to the contrary, no election by an Owner to self-perform the landscaping on such Owner's Lot shall in any way exempt such Owner from any assessment(s) associated with the Landscaping Work.

## ARTICLE IX – INSURANCE

Section 1 – Insurance on Common Area. Except as otherwise provided in this Article IX, the Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

Section 2 – Insurance on Townhomes (Association). The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhome-style projects similar in construction, design, location and use, insuring the Townhomes against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements. Notwithstanding the foregoing, the Association's insurance obligations under this Declaration exclude for each Townhome all personal property; floor, wall, and ceiling coverings; all electrical and plumbing equipment and fixtures, appliances, water heaters, water filters, built-in cabinets and countertops; and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, along with all improvements (other than Party Roofs, exterior windows and exterior doors) which are located within the exterior boundaries of the studs of the exterior walls of such Townhome, such property

and any insurance thereupon being the responsibility of the Townhome Owner.

If the Lots are located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Association shall, to the extent obtainable, insure the Townhomes and the Lots against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than one hundred percent (100%) of the then current replacement cost of the Townhome (but excluding all personal property; floor, wall, and ceiling coverings; all electrical and plumbing equipment and fixtures, appliances, water heaters, water filters, built-in cabinets and countertops; and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, along with all improvements (other than Party Roofs, exterior windows and exterior doors) which are located within the exterior boundaries of the studs of the exterior walls of such Townhome, such property and any insurance thereupon being the responsibility of the Townhome Owner, and improvements or betterments made to a Townhome by the applicable Owner after the initial construction of such Townhome) (collectively, the "Covered Property"). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association for the use and benefit of the individual Owners. Periodically, and in any event at least once every two (2) years, prior to the renewal of any such policy or policies of insurance, the Association shall either obtain an opinion or an appraisal from a qualified insurance appraiser for the purpose of determining the full replacement cost of the Covered Property for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of this Article and shall (i) contain a standard mortgagee loss payable clause endorsement in favor of the Mortgagee or Mortgagees of each Townhome, if any, as their respective interests may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner. Premiums upon insurance policies purchased by the Association in accordance with this Section shall be paid by the Association as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Townhome or its appurtenances by an Owner of a Townhome shall be specially assessed against that Owner.

Section 3 – Townhome Owner Insurance. The Owner of each Lot shall be responsible for, at the Owner's expense, obtaining insurance coverage for (a) loss of or damage to all personal property; floor, wall, and ceiling coverings; all electrical and plumbing equipment and fixtures, appliances, water heaters, water filters, built-in cabinets and countertops; and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing, along with all improvements (other than Party Roofs, exterior windows and exterior doors) which are located within the exterior boundaries of the studs of the exterior walls of such Townhome, such property and any insurance thereupon being the responsibility of the Townhome Owner, and other property belonging to such Owner and located within such Owner's Townhome or otherwise on such Owner's Lot, (b) loss of or damage to any improvements or betterments made to such Owner's Townhome, and (c) personal liability for injury to the person or property of another while within such Owner's Townhome or upon such Owner's Lot. Risk of loss of or damage to any fixtures, furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored upon any Lot, and any improvements or betterments made to such Owner's Townhome shall be borne by the Owner of each Lot. All insurance obtained by the Owner of each Lot shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association or the Declarant, and their

respective servants, agents, employees and guests.

Section 4 – Damage and Destruction (Insured by Association). Not later than ninety (90) days after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association (as applicable, the "Damaged Property"), the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any Damaged Property shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such Damaged Property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

Section 5 – Destruction of Townhome. In the event of damage or destruction to one or more Townhomes due to fire or other disaster (whether one or more, a "Damaged Townhome"), the insurance proceeds, if sufficient to reconstruct the Damaged Townhome, shall be deposited into a bank account which requires, for withdrawals, the signatures of the Owner of such Damaged Townhome and an officer of the Association. Thereafter, the Owner of such Damaged Townhome and the Association shall promptly authorize the necessary repair and reconstruction work, and the insurance proceeds shall be applied by the Association and the Owner of the Damaged Townhome to pay for the cost and expense thereof. "Repair and reconstruction" of a Damaged Townhome, as used herein, shall mean restoring the improvements to substantially the same condition in which they existed prior to the event causing such damage.

Section 6 – Damaged Townhome (Insufficient Insurance Proceeds). If the insurance proceeds are insufficient to repair and reconstruct any Damaged Townhome, such damage or destruction shall be promptly repaired and reconstructed by the Association, using all available insurance proceeds and the proceeds of a special assessment levied against the Owner of such Damaged Townhome. Any such special assessment shall be equal to the amount by which the cost of reconstruction and repair of the Damaged Townhome exceeds the sum of the insurance

proceeds allocable to such Damaged Townhome. Such special assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after the levy of such special assessment. The special assessment provided for in this Section shall be a debt of the Owner of the affected Damaged Townhome and a lien against such Owner's Lot and any improvements located thereon and may be enforced and collected in accordance with Article VI hereof. Notwithstanding the foregoing to the contrary, each Owner and Mortgagee holding a security interest in a Damaged Townhome may agree that a Damaged Townhome shall promptly be demolished, and all debris and rubble caused by such demolition be removed from the Subdivision and the Lot be re-graded and landscaped in a manner that is reasonably acceptable to the Board of Directors. The cost of such demolition work, re-grading and landscaping shall be paid for by any and all insurance proceeds available.

Section 7 – Insurance and Maintenance During Construction. Notwithstanding anything contained herein to the contrary, the Association shall have no obligation to insure or maintain the Townhomes located in a particular Townhome Building until such time as at least one (1) or more of the Townhomes located in such Townhome Building is occupied by an Owner or the lawful tenant of an Owner. During such time, the Owner(s) of the Lots on which such Townhome Building is located shall be obligated to insure and maintain all Townhomes that are a part of such Townhome Building.

## **ARTICLE X – ADDITIONAL RESTRICTIONS**

The Architectural Guidelines, as may be established and/or amended from time to time and the following restrictions are guidelines and it is anticipated that these restrictions 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 the Architectural Guidelines and any of the following restrictions as well as setback requirements shown on the Plat utilizing the same standards of review as those set forth in Article VII, Section 2, where it is clearly demonstrated by the person requesting the waiver that 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 business, trade, public amusement, public entertainment, public parking, or any other purpose of any kind or character. This Declaration shall not be construed in a manner to prohibit an Owner from maintaining a home office for ancillary business use so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the activity conforms to all zoning requirements of the Subdivision; (iii) the activity does not involve regular visitation of the Lot by employees who do not reside in the Lot, clients, customers, suppliers, or other invitees or door-to-door solicitation of residents within the Subdivision; (iv) the activity does not increase traffic or include frequent

deliveries within the Subdivision; (v) the activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residences of the Subdivision, as may be determined in the sole discretion of the Board of Directors; and (vi) the activity does not involve real estate brokerage or sales activities as the agent of an Owner other than the Declarant, unless the Declarant has specifically approved such activities in writing.

Section 2 – Intentionally deleted.

Section 3 – Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse, mobile home or manufactured home, (including, but not limited to, residential structures bearing the Department of Community Affairs insignia which may otherwise allow the home to qualify for placement on a Lot under current zoning laws), or any other such similar structure or vehicle (other than the Townhome 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. It is the intent of the Declarant that homes in the Subdivision will be constructed in the traditional manner, from the ground up.

Section 4 – Vehicles. Parking of the following vehicles is restricted in the Subdivision: personal motor vehicles, commercial vehicles or equipment, construction vehicles or equipment, motor homes, recreational vehicles, boats, and other watercraft trailers, stored vehicles or inoperable vehicles. The foregoing vehicles may be parked only in enclosed garages approved in accordance with the terms and conditions herein or in any other areas designated in the future by the Board of Directors. The parking or storage of any such items in any other manner, such as in the Common Areas, is expressly prohibited. Notwithstanding anything herein to the contrary, construction vehicles and equipment for the construction within any Lot or Common Area as well as all vehicles used for personal, household deliveries and moving shall be exempt from this provision for such period of time as is reasonably necessary for such construction, delivery or moving within a Lot or the Common Area, so long as such vehicles and equipment do not unreasonably interfere with other Owners' use and enjoyment of the Common Areas. Nothing contained herein shall interfere with any provision under the Americans with Disabilities Act or any similar state or local law, ordinance, or regulation.

Section 5 – 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 6 – 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.

Section 7 – Appearance. All residences, structures, outdoor spaces, and improvements shall be designed and maintained to present a pleasing, attractive, tasteful, neat and well-kept appearance from all views.

Section 8 – Dumping. During the construction or substantial remodeling of any Townhome located on a Lot, a construction dumpster shall be required. During construction and remodeling, the site shall be maintained in a neat and clean manner and in such a way that construction debris does not accumulate or blow into adjoining Lots, properties or rights of way. If the Owner does not comply with the provisions of this section, the Association, at its election, can place a dumpster on the Lot, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs for such, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of same and reasonable administrative fee, the Association shall have all rights granted to it under Article VI – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 9 – Compliance with Law. Owners shall ensure their Lot and all related use and enjoyment thereof is in compliance with all laws of the United States, the State of Florida, the County of Escambia, and all rules and regulations of administrative agencies now and hereafter in effect.

Section 10 – Minor Variance of Restrictions. When a building or other structure is located on any Lot or building site in a manner that constitutes a minor violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the Architectural Review Committee may grant a variance to the Lot or building site, or parts of it, from any part of the covenants and restrictions, or setback lines, referenced herein or on the Plat, that are violated. The Architectural Review Committee shall not give such a variance except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

Section 11 – Wiring. No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted, except all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage is permitted.

Section 12 – Antennas. Pursuant to Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices (“OTARD”) rule concerning governmental and nongovernmental restrictions on viewers’ ability to receive video programming signals from direct broadcast satellites (“DBS”), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations (“TVBS”). The rule (47 C.F.R. Section 1.4000) prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37”) in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. Therefore, any such devices must be located to eliminate or minimize visibility from the street, common areas or adjoining Lots to the extent that such restriction does not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal. To protect the health and safety of all Owners and occupants, any such installations must comply with applicable fire codes, maintain a safe distance from power lines, and be properly secured.

Section 13 – Basketball Goals. Architectural Review Committee approval is required for all basketball goals and backboards. Backboards and support structures must be clear or neutral colored or painted the house field and trim colors, unless otherwise approved by the Architectural Review Committee. Garage mounted backboards in the front yard may not project more than two (2) feet from the front of the garage. Rims and nets on all types of basketball units must be maintained in a neat and clean appearance. Temporary basketball backboards also are acceptable but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in rights of way.

Section 14 – Outdoor Cooking. All outdoor cooking, including permanent or portable barbeque grills, shall be screened from view from the front Lot line, it being anticipated that such cooking shall take place only in rear patios or courtyards of any Townhome.

Section 15 – Garbage and Trash Receptacles. All garbage and trash receptacles shall be screened from view from the Front Lot line and must be concealed behind the back fence for each Townhome unless placed roadside, but only to the extent necessary for pickup purposes.

Section 16 – Fences. The Architectural Review Committee shall have complete control regarding 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. No chain link fences will be allowed except around retention ponds, lift stations and other utility stations, as required by local subdivision ordinances. In addition, secondary chain link fences (i.e. – inside of the primary fence) may be used in backyards for enclosing pet areas, dog runs and similar areas, provided that any such chain link fence is lower than the primary fence. Any fences constructed within a drainage easement shall not restrict the natural flow of storm water.

Section 17 – Garage Doors/Garage Size. All dwellings must be constructed with at least a one-car, private garage in accordance with the provisions of Article VII, Section 2.

Section 18 – Signs. No sign of any kind shall be displayed to the public view on any Lot or building site in the Subdivision except as follows:

A. Vacant Lots. No “For Sale” or other sign shall be placed on a vacant Lot. Only “Lot Identification” markers, which shall be consistent with the size and style described in the architectural guidelines, as adopted by the Architectural Review Committee, shall be allowed on vacant Lots.

B. Real Estate Signs. Temporary, non-illuminated real estate signs indicating the availability for sale, rent, or lease of the specific Lot on which the sign is located and which Lot contains a home that is either constructed or under construction. Such signs shall not exceed five (5) square feet in total area and five (5) feet in height, limited to one such sign per street frontage. Such signs shall not remain in place more than seven (7) days following sale closing or rental occupancy of the Lot. Such signs may not be placed on Common Area fences. Open House Real Estate signs shall conform to the dimensions specified above, are limited in number to six (6), shall be placed only upon the Owner’s Lot or within the road right-of-way portion of the



Common Areas for the duration of the open house, and shall not block or interfere with traffic visibility.

C. Signage Guidelines. Notwithstanding the foregoing, the Architectural Review Committee shall have the power and authority to adopt signage guidelines more extensive than the above requirements in order to govern the uniform appearance of signage in the Subdivision, and in the event of such adoption, such signage guidelines shall control.

Section 19 – Drainage Easements and Storm Water Improvement. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage. Any storm water improvement on any lot shall remain as is and undisturbed.

Section 20 – Surface Flow and Erosion Control. 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 Declarant 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. During the construction of any improvements on any Lot, the Owner must barricade said Lot to prevent dirt erosion onto any rights of way, waterways, adjacent Lots and the Common Areas. If the Owner does not so barricade to prevent dirt erosion, the Association can so barricade, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs of such barricading, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of said barricading and reasonable administrative fee, the Association shall have all rights granted to it under Article VI – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 21 – Subdivision of Lots. All Lots shall be conveyed as a whole. No Lots may be subdivided into an equal or lesser number of contiguous Lots. No Lot may be used for more than one Townhome.

Section 22 – Model Homes. Notwithstanding Section 1 above, the Architectural Review Committee shall have the right to authorize the use of any of the Lots as a model home sites, to be used under such terms and conditions as it may prescribe, which decisions shall not be subject to review.

Section 23 – 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 or the Association as required.

Section 24 – Storm Shutters. The Architectural Review Committee shall have the right, as part of the Architectural Guidelines, to establish specifications for storm and hurricane shutters, which may include color, style and other factors deemed relevant by the Architectural Review Committee. In the event an Owner uses temporary (e.g. plywood) or other than professionally installed permanent storm or hurricane shutters for boarding up or protecting a home during the time of a tropical storm or hurricane, the Owner must remove the same within two weeks after the tropical storm or hurricane.

Section 25 – Garage Sales. No garage sale, moving sale, rummage sale, auction or similar activity shall be conducted upon any Lot without the prior written consent of the Board of Directors and in compliance with any rules adopted by the Board or Directors.

Section 26 – Security. In order to enhance security within the Subdivision, the Association has the authority, but not the obligation, to install a guardhouse/gatehouse and/or electronic gates at all entrances and exits to the Subdivision and hire security personnel to man the same and patrol the Common Areas. All costs and expenses of the same shall be included within any annual and/or special assessment levied by the Association. The Association shall have the authority to adopt rules and regulations relating to the use of any guardhouse/gatehouse and/or electronic gate installed.

Section 27 – Accessory Structures. No accessory structures, whether permanent or temporary, including, but not limited to, storage sheds and greenhouses, shall be placed or constructed on any Lot unless the same is in conformance with the Architectural Guidelines and the plans for the same have been approved by the Architectural Review Committee. All such accessory structures must be architecturally compatible with the home located on such Lot.

Section 28 – Trees. No tree located on any Lot which has a diameter of six inches (6”) or greater, as measured at four feet (4’) above ground level, may be removed or cut by any Owner or any Owner’s contractors or subcontractors without the prior written approval of the Architectural Review Committee, unless such tree is located within the building area or footprint of the proposed residential structure, driveway or sidewalk to be built or located on such Lot. Notwithstanding anything provided herein to the contrary, an Owner may remove or cut any tree posing danger due to casualty, storm damage, or the like without the prior written approval of the Architectural Review Committee.

Section 29 – Intentionally deleted.

Section 30 – Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any Townhome or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

Section 31 – Propane Tanks. Propane tanks are strictly prohibited on any Lot, except for propane tanks used as a part of or based within consumer gas grills or fire pits.

Section 32 – Exterior Decoration. Notwithstanding anything contained in this Declaration to the contrary and except as otherwise set forth in this Article, exterior decorations, ornaments, and/or statuary shall not be permissible on any Lot or the exterior of any Townhome without the prior written approval of the Architectural Review Committee; provided, however, that such decorations, ornaments, and/or statuary shall be permissible on the rear of Lots without the prior written approval of the Architectural Review Committee so long as the same is not visible from the front of any Lot or Townhome.

Section 33 – Leasing. Lots may be leased for only residential purposes in accordance with Section 1 of this Article X, except as otherwise may be permitted by the Declarant with respect to construction, marketing and sales activities of the Declarant and any builders. The Declarant may require that any leasing of any dwelling within the Subdivision be made through a designated rental manager. The tenant, the tenant’s guests and occupants shall comply with all provisions of this Declaration, and the Owner shall be responsible ensuring such compliance. Prior to a tenant taking occupancy under a lease or rental agreement of any kind, the Owner shall notify the Board of Directors or the Association’s managing agent of the lease and provide any additional information the Board of Directors may reasonably require. In the event that the tenant, or a person living with the tenant, violates the governing documents of the Subdivision and a fine is imposed, notice of the violation shall be given to the Owner and the tenant, and such fine may be assessed against the Owner. Unpaid fines shall constitute a lien against the Lot. In addition, the Association shall have the right to enforce any governing documents for the Subdivision against the Owner, the tenant, and/or any occupants of the Lot, individually or collectively. Any violation of the governing documents of the Subdivision shall be a default under the terms of any lease. The Association shall be deemed a third-party beneficiary of all leases of Lots, and the Owner of each Lot hereby delegates and assigns to the Association, acting through the Board of Directors, the power and authority of enforcement against the tenant for breaches resulting from the violation of any governing documents of the Subdivision, including the power and authority to evict the tenant as attorney in fact on behalf and for the benefit of the Owner. In the event the Association proceeds to evict the tenant, any costs, including attorneys’ fees, court costs and other legal fees, associated with the eviction shall be an Assessment and lien against the Lot. Notwithstanding the foregoing, the Association’s failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Section 34 – Fines. Failure by an Owner to comply with the terms of this Declaration shall result in a fine payable to the Association by the Owner of said Lot in the amount of \$100 per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violations at least twenty (20) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three members of the Association appointed by the Board of Directors, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee does not approve the proposed fine by majority vote, it may not be imposed. In any action to recover a fine, the Association is entitled to collect its attorney’s fees and costs from the offending Owner. This Section shall not apply to a violation which consists only of failure to pay assessments when due.

## **ARTICLE XI – 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 attorneys 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-existing 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 a majority of the then existing Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to (i) amend this Declaration at any time within two (2) years after the date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the Subdivision; (ii) amend this Declaration in any other matter without the joinder of any party, as long as said amendment is made in good faith and is not arbitrary or capricious, does not destroy the general plan of the development, does not prejudice the rights of the members to enjoy the benefits of the Common Areas, does not materially shift the economic burdens from the Declarant to the Members and no Owner's right to use and enjoyment of the Owner's Lot is materially altered; (iii) amend to bring within the scheme of this Declaration additional land by supplement declaration in accordance with Article II, Section 2. Any such amendment must be recorded in the Public Records of Escambia County, Florida. Any amendment to the Declaration that would alter the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have prior approval of any applicable governing authority.

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, liens, or charges herein contained by any Owner, other than itself. Notwithstanding the duty of the Association to maintain and repair portions of the Common Areas, neither the Association, its Board of Directors, its successors or assigns, nor any officer, director, committee member, employee, agent contractor (including any management company) of any of them shall be liable to any Owner or Occupant for any injury or damage sustained in the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Owner, or Occupant whether such loss occurs in the Common Area or in individual Lots.

Section 5 – Nonliability and Indemnity of Declarant. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant, its successors and assigns, from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including without limitation, legal costs), which relate to or arise out of the Common Areas and the Association’s management and operations, including without limitation, improvement, maintenance, and operating of Amenities and other portions of the Common Areas and the Association’s collection of assessments.

Section 6 – 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 7 – 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 operate as a reverter or a forfeiture of title.

Section 8 – Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

Section 9 – Declarant’s Rights. Nothing in this Declaration shall be interpreted, construed or applied to prevent Declarant, or its contractors, sub-contractors, agents, employees and invitees from doing or performing on all or any part of the Subject Property, owned or controlled by Declarant, whatever it deems to be necessary or desirable in connection with completing the Subdivision and the sale of Lots, including without limitation, maintaining at Declarant’s cost, such signs as may be necessary for Declarant’s sales activities. Without limitation of the generality of the foregoing, nothing contained in this Declaration shall be interpreted, construed or applied so as to prevent Declarant from operating a sales office on any part of the Subject Property including, but not limited to, a sales office located in the Common Areas. Declarant, at its option, may maintain the sales office within the Common Areas for a period of ten (10) years from the date of recording of this Declaration.

Section 10 – Attorney Fees. In the event of any litigation arising out of this Declaration, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorney’s fees at all pre-suit, trial, and appellate levels and post-judgment proceedings..

Section 11 – Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in Escambia County, Florida.

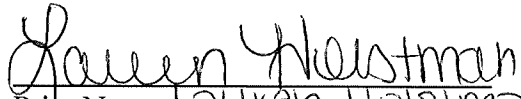
**SECTION 12 – DISCLAIMER OF REPRESENTATIONS OR WARRANTIES.**  
**EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT, ITS AGENTS, OR EMPLOYEES IN CONNECTION WITH THE SUBJECT PROPERTY, ITS PHYSICAL**


**CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. THIS SECTION 13 SHALL NOT BE AMENDED.**

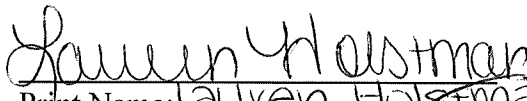
**SECTION 14. NOTICE OF PRIVATE RIGHTS OF WAY. NOTICE IS HEREBY GIVEN THAT THE RIGHTS OF WAY WITHIN CORTE DE LA RUA ARE PRIVATE RIGHTS OF WAY AND THE MAINTENANCE OF SUCH IS THE RESPONSIBILITY OF THE ASSOCIATION.**

[end of text; signature page and Exhibits to follow]

**WITNESSES:**

  
Print Name: Lauren Holstman

  
Print Name: Steven Sebold

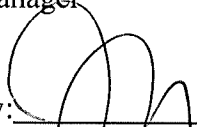
  
Print Name: Lauren Holstman

  
Print Name: Steven Sebold


**DECLARANT:**

aDoor Development, LLC,  
a Florida limited liability company

By: JBCW, PLLC,  
a Florida limited liability company  
Its: Manager

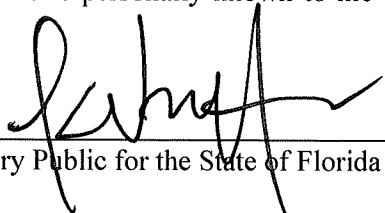
By:   
Justin G. Witkin  
Its: Manager

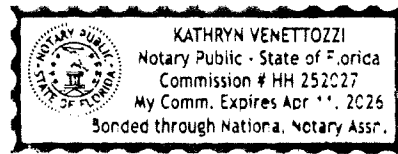
By: Aylstock, PLLC,  
a Florida limited liability company  
Its: Manager

By:   
Bryan F. Aylstock  
Its: Manager

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA )

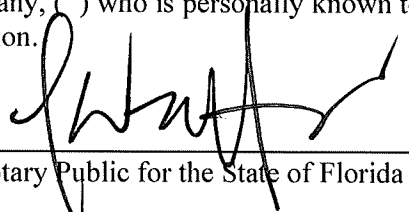
The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 24th day of May, 2022, by Justin G. Witkin, as Manager of JBCW, PLLC, a Florida limited liability company, in its capacity as Manager of aDoor Development, LLC, a Florida limited liability company, on behalf of the company, ( ) who is personally known to me or (✓) who produced FLDL as identification.

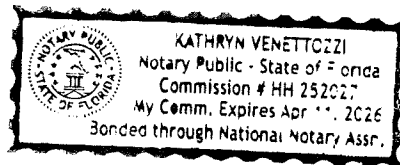
  
\_\_\_\_\_  
Notary Public for the State of Florida  
[Notary Seal]



STATE OF FLORIDA )  
COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 24th day of May, 2022, by Bryan F. Aylstock, as Manager of Aylstock, PLLC, a Florida limited liability company, in its capacity as Manager of aDoor Development, LLC, a Florida limited liability company, on behalf of the company, ( ) who is personally known to me or (✓) who produced FLDL as identification.

  
\_\_\_\_\_  
Notary Public for the State of Florida  
[Notary Seal]





## EXHIBIT A

### Subject Property Legal Description

LOTS 12 AND 13, THE EAST 6 FEET OF LOT 11, AND THE WEST 30 FEET OF LOTS 14, 15, 16, AND 17 IN BLOCK 86 OF EAST KING TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE AT THE NORTHWEST CORNER OF BLOCK 86 IN EAST KING TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE GO NORTH 80 DEGREES 26 MINUTES 37 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST LA RUA STREET (50' RIGHT-OF-WAY) A DISTANCE OF 149.01 FEET FOR THE POINT OF BEGINNING; THENCE GO NORTH 80 DEGREES 13 MINUTES 55 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 96.11 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, GO SOUTH 09 DEGREES 49 MINUTES 18 SECONDS EAST A DISTANCE OF 120.51 FEET TO A POINT ON THE SOUTH LINE OF LOT 17 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO SOUTH 80 DEGREES 14 MINUTES 42 SECONDS WEST A DISTANCE OF 30.04 FEET TO A POINT ON THE EAST LINE OF LOT 13 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO SOUTH 09 DEGREES 31 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE OF SAID LOT 13 A DISTANCE OF 29.73 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE GO SOUTH 80 DEGREES 18 MINUTES 44 SECONDS WEST ALONG THE SOUTH LINE OF LOT 13 AND ITS WESTERLY EXTENSION A DISTANCE OF 65.78 FEET TO A POINT ON THE SOUTH LINE OF LOT 11 IN SAID BLOCK 86 OF EAST KING TRACT; THENCE GO NORTH 09 DEGREES 52 MINUTES 16 SECONDS WEST A DISTANCE OF 150.14 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 0.311 ACRES, MORE OR LESS.**

THE ABOVE DESCRIBED PROPERTY LIES TOTALLY WITHIN THE BOUNDARIES OF THE PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7903, AT PAGE 1799 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

EXHIBIT B

Articles of Incorporation for  
Corte De La Rua Home Owners' Association, Inc.  
[To be attached.]

## **ARTICLES OF INCORPORATION**

### **OF**

## **CORTE DE LA RUA HOME OWNERS' ASSOCIATION, INC.**

A Florida Not-for-Profit Corporation

### **ARTICLE I – NAME**

This corporation shall be known as CORTE DE LA RUA HOME OWNERS' ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at 401 E. Chase Street, Suite 100, Pensacola, FL 32502 with a mailing address of 401 E. Chase Street, Suite 100, Pensacola, FL 32502, but meetings of the Members and Directors (both as defined herein) may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

### **ARTICLE II – REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office is 908 Gardengate Circle, Pensacola, Florida 32504. The Board of Directors may from time to time change the principal office of the Association to any other address in the State of Florida. The name of the initial registered agent is Etheridge Property Management, Inc.

### **ARTICLE III – DEFINITIONS**

The terms used in these Articles shall have the same meaning as those set forth in the Declaration of Covenants, Conditions, and Restrictions of Corte De La Rua recorded or to be recorded in the Public Records of Escambia County, Florida (the "Declaration"). Supplementary terms are as follows:

"Director" shall mean and refer to those persons elected to the Association's Board of Directors pursuant to Article VIII herein.

"Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

"Officer" shall mean and refer to those persons elected by the Board of Directors pursuant to Article IX herein.

### **ARTICLE IV – PURPOSES AND POWERS**

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer, or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to the compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the

Association. The purpose for which this Association is organized is to create an entity which can provide for maintenance within the development commonly known as Corte De La Rua (the "Development"), which is contained within that certain tract of property described as the Subject Property in the Declaration and any properties that may be annexed to the Subject Property from time to time pursuant to the Declaration.

Together with any and all other property added to the control of the Association by amendment to the Declaration of Covenants, Conditions and Restrictions affecting the Subject Property, and to promote the health, safety and welfare of the residents within the Development and to:

a. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

d. With the assent of two-thirds (2/3) of Members and the prior written consent of Declarant so long as Declarant owns at least one (1) Lot, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. Grant easements on or through the Common Area or any portion thereof;

f. Contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided by Owners, including, but not limited to, utilities or services;

g. Purchase insurance upon the Subject Property or any part thereof and insurance for the protection of the Association, its Officers, its Directors, and the Owners;

h. Employ personnel to perform the services required for the proper operation of the Association;

i. Promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

j. Have and exercise any and all powers, rights and privileges which a not-for-profit corporation and homeowners' associations organized under the Florida law may now or hereafter have or exercise by law.

**ARTICLE V – QUALIFICATION AND MANNER OF ADMISSION OF MEMBERS**

Every person or entity who is a record owner of a lot, either individually or jointly with others which is subject to the Declaration, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

A Member, unless acting in the capacity of a duly elected officer of the Association, does not have the authority to act for the Association solely by virtue of being a Member.

**ARTICLE VI – TERM OF EXISTENCE**

This corporation is to exist perpetually.

**ARTICLE VII – INCORPORATOR**

The name and address of the Incorporator is Adam C. Cobb, 30 S. Spring Street, Pensacola, Florida 32502.

**ARTICLE VIII – BOARD OF DIRECTORS**

The business affairs of this Association shall be managed by the Board of Directors, which shall initially consist of three (3) members. The number of Directors may be increased or decreased from time to time as provided in the Bylaws, but shall never be less than three (3) Directors, nor more than seven (7) Directors.

All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when such approval is specifically required.

The members of the Board of Directors need not be Members of the Association and shall serve for a term as set forth in the Bylaws.

The President of the Association shall at all times be a member of the Board of Directors, and members of the Board of Directors shall be elected and hold office in accordance with the Bylaws.

The names and street addresses of the persons who are to serve as the first Board of Directors of the corporation are:

Lauren Holstman  
401 East Chase Street  
Suite 100  
Pensacola, Florida

Steven Sebold  
401 East Chase Street  
Suite 100  
Pensacola, Florida

Meghan Gilroy-Triolo  
401 East Chase Street  
Suite 100  
Pensacola, Florida

## **ARTICLE IX – OFFICERS**

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The officers of this Association shall be a President, who shall at all times be a Member of the Board of Directors, a Vice President, and Secretary/Treasurer, and such other officers as the Board of Directors may from time to time create.

The initial officers shall be elected at the first meeting of the Board of Directors. Thereafter the officers shall be selected at the annual meeting of the Board of Directors as provided in the Bylaws and each shall hold office until he or she shall sooner resign or shall be removed or otherwise disqualified to serve. Officers shall serve at the pleasure of the Directors.

## **ARTICLE X – DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, the assets shall be granted, conveyed, and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## **ARTICLE XI -- INDEMNIFICATION**

The Association shall indemnify any person who is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, or in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful; and (b) such court further specifically determines that indemnification should be denied.

To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in the paragraph directly above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee or agent to repay such

amount unless it shall ultimately be determined by the or she is entitled to be indemnified by the Association as authorized in this Article.

This indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

## **ARTICLE XII – AMENDMENTS**

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the total Members at a special meeting of the membership called for that purpose.


Amendments may also be made at a regular meeting of the membership by a two-thirds (2/3) vote of the total Members upon notice given, as provided by the Bylaws, of intention to submit such amendments. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, power or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment. No amendment shall be made to Article IV “Purposes and Powers” or Article XI “Indemnification” without the approval of all Members and the joinder of all record owners of mortgages on Lots.

The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

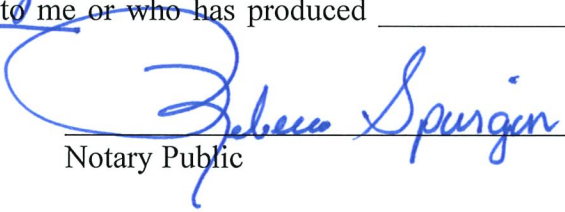
[A separate signature page follows.]

**IN WITNESS WHEREOF**, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 26<sup>th</sup> day of May, 2022, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida.

  
\_\_\_\_\_  
Adam C. Cobb, Incorporator

STATE OF FLORIDA        )  
COUNTY OF ESCAMBIA    )

The foregoing was acknowledged before me by means of  physical presence or  online notarization on this 26<sup>th</sup> day of May, 2022, by Adam C. Cobb who personally appeared before me and is personally known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public



REBECCA A. SPURGIN  
Notary Public, State of Florida  
My Comm. Expires June 27, 2025  
Commission No. HH 145701



**REGISTERED AGENT'S CERTIFICATE**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

CORTE DE LA RUA HOME OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, desiring to organize under the laws of the State of Florida, has named Etheridge Property Management, Inc. as its agent to accept service of process within this State.

**Acknowledgment and Acceptance**

Having been named to accept service of process for the above stated corporation (or Association) at the place designated in this Certificate, I hereby accept such designation and agree to comply with the provisions of said Act relative to keeping open said office.

Etheridge Property Management, Inc.

Sign: Cheryl E. Kelley  
Print: Cheryl E. Kelley  
Title: CAM, Property Mgr.

Prepared By:  
Adam C. Cobb, of  
Emmanuel Sheppard & Condon  
30 South Spring Street  
Pensacola, FL 32502

EXHIBIT C

Bylaws for  
Corte De La Rua Home Owners' Association, Inc.  
[To be attached.]

**BYLAWS OF**  
**CORTE DE LA RUA HOME OWNERS' ASSOCIATION, INC.**  
A Florida Not-for-Profit Corporation

**ARTICLE I – NAME AND LOCATION**

This corporation shall be known as CORTE DE LA RUA HOME OWNERS' ASSOCIATION and hereinafter referred to as the "Association." The principal office of the Association shall be located at 401 E. Chase Street, Suite 100, Pensacola, FL 32502 with a mailing address of 401 E. Chase Street, Suite 100, Pensacola, FL 32502, but meetings of the Members and Directors (both as defined herein) may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

**ARTICLE II – REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office is 908 Gardengate Circle, Pensacola, FL 32504. The Board of Directors may from time to time change the principal office of the Association to any other address in the State of Florida. The name of the initial registered agent is Etheridge Property Management, Inc

**ARTICLE III – DEFINITIONS**

The terms used in these Articles shall have the same meaning as those set forth in the Declaration of Covenants, Conditions, and Restrictions of Corte De La Rua recorded or to be recorded in the Public Records of Escambia County, Florida (the "Declaration"). Supplementary terms are as follows:

"Director" shall mean and refer to those persons elected to the Association's Board of Directors pursuant to Article V herein.

"Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

"Officer" shall mean and refer to those persons elected by the Board of Directors pursuant to Article IX herein.

**ARTICLE IV – MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7 o'clock p.m., or on such other date and time as the Board of Directors may determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote ten percent (10%) of all of the voting interest of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. In the alternative, notice may be provided by electronic transmission to any Member who has consented in writing to receiving notice by electronic transmission. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Evidence of compliance with this notice provision shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, in person or by proxy, thirty percent (30%) of the total votes of all Members at the time of the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Adjourned Meetings. If an annual meeting or special meeting is adjourned to a different date, time, or place, then the new date, time, or place must be announced at the meeting before it is adjourned. Otherwise, notice of the new time, place or date must be given in the same manner as required for the adjourned meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her lot.

Section 7. Voting. At all meetings of Members where a quorum has been attained, those Members present in person or by proxy may vote in the manner set forth in the Declaration and a simple majority of the voting interests present in person or by proxy shall be required on any action unless otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

## **ARTICLE V – BOARD OF DIRECTORS**

**Section 1. Number.** The affairs of this Association shall be initially managed by a Board of three (3) Directors, who need not be Members of the Association. There shall never be less than three (3) Directors, nor more than seven (7). The number of Directors may be changed by an amendment to these Bylaws made pursuant to Article XIV.

**Section 2. Term of Office.** Directors shall be elected at the annual meeting and shall serve for a term of three (3) years or until their successors are duly elected. The initial Board of Directors may set the first term of one-third (or in its discretion approximately one-third) of the members of the Board of Directors at one year, one-third at two years, and one-third at three years so that one-third of the Board of Directors will be up for election or re-election each year.

**Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

**Section 4. Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

**Section 5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE VI – NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among Members or non-members.

**Section 2. Elections.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII – MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Notice to Members. All meetings of the Board of Directors shall be open to all Members, except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion would be governed by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the development at least 48 hours in advance of a meeting, except in an emergency. If notice is not posted in a conspicuous place in the development, notice of each board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. If the meeting for which the notice is being provided shall be for the purpose of acting on assessments, the notice shall include a statement that assessments will be considered and the nature of the assessments to be considered.

Section 4. Voting. Directors may not vote by proxy or by secret ballot at board meetings, except a secret ballot may be used when electing Officers.

Section 5. Miscellaneous. The voting and notice requirements set forth in this Article shall also apply to the meetings of any committees authorized by the Board of Directors.

Section 6. Minutes. Minutes of all meetings of the Board of Directors and committees must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes must reflect the action taken by the Board, or committee, including the recording of votes or the abstention from voting on each matter voted upon for each director present or for each committee member present.

## **ARTICLE VIII – POWERS AND DUTIES OF THE BOARD OF DIRECTORS INCLUDING FISCAL MATTERS**

Section 1. Powers. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the Common Area and facilities;
- b. Suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- c. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- d. Levy reasonable fines, not to exceed \$100.00 per day of violation, against any Owner, Member, occupant, licensee, tenant, guest, or invitee. Such fine or suspension may not be imposed without notice of at least fourteen (14) days to the parcel Owner(s) and, if applicable, the person sought to be fined

or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Association, or spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If approved, the proposed fine or suspension is imposed without further Board action. If imposed, the Association must give written notice of the fine or suspension by U.S. Mail or hand delivery to the Member, Owner, and tenant, occupant, guest, invitee, or licensee. Payment for any fine is due on or before five (5) days from the committee meeting approving the fine. Any suspension is effective on the date of the written notice;

- e. Fine any Member because of the failure of the Member to pay assessments or other charges when due;
- f. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- g. Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a. As more fully provided in the Declaration, to:
  - 1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
  - 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- b. Issue, or to cause an appropriate Officer to issue, upon demand by any person a sealed certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a sealed certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- c. Cause the Common Area to be repaired and maintained;

- d. Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth of the Class A Members who are entitled to vote;
- e. Supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed; and
- f. Procure and maintain adequate liability insurance coverage on property owned by the Association if the Board of Directors, in their discretion, deem such insurance necessary.

Section 3. Budget. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member within ten (10) business days after receipt of a written request therefor.

Section 4. Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days after completion of the annual financial report, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either:

- a. Financial statements presented in conformity with generally accepted accounting principles; or
- b. A financial report of actual receipts and expenditures, cash basis, which report must show:
  - 1. The amount of receipts and expenditures by classification; and
  - 2. The beginning and ending cash balances of the Association.

## **ARTICLE IX – OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The Officers of this Association shall be a President, who shall at all times be a Member of the Board of Directors, a Vice-President, a Secretary/Treasurer, and such other Officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the annual membership meeting.



Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

## **ARTICLE X – OFFICIAL RECORDS**

Section 1. The Association shall maintain those certain items required pursuant to Fla. Stat. §720.303(4), as amended from time to time, which shall constitute the “Official Records” of the Association.

Section 2. The official records shall be maintained within the state for at least 7 years and shall be made available to an Owner for inspection or photocopying within 45 miles of the Subdivision or within the county in which the Association is located within 10 business days after receipt by the board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Subdivision or, at the option of the Association, by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association’s providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device.

Section 3. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the costs

of providing copies of the Official Records, including, without limitation, the cost of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

### **ARTICLE XI – ASSESSMENTS**

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late charge of ten percent (10%) of the assessment amount shall be due and the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors, through its Officers, may cause to be filed in the public records of Escambia County, Florida, a lien certificate evidencing the lien against the lot as provided for in the Declaration. The Association may bring an action at law against the Member personally obligated to pay the assessment and/or foreclose the lien against the property, and all interest, costs, and reasonable attorney's fees of either such action shall be added to the amount of such assessment and shall be included in the lien. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the common properties or abandonment of his or her lot.

### **ARTICLE XII – LOANS**

Section 1. No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

### **ARTICLE XIII – INTERESTED DIRECTORS OR OFFICERS**

Section 1. No contract or other transaction between the Association and one or more of its Directors or Officers, or between an Association and any other corporation, partnership, firm, association or other organization in which one or more of its Directors or Officers are directors or officers, or are financially interested, shall either be invalid, void or voidable for this reason alone or by reason alone that such Director(s) or Officer(s) are present at, or participated in, the meeting of the Board, or of a committee thereof, which approves such contract or transaction, or solely because his, hers or their votes are counted for such purposes:

- a. If the fact of such common directorship, officership or financial interest is disclosed or known to the Board or committee, and the Board or committee approves such contract or transaction by vote sufficient for such purpose without counting the vote or votes of such interested Director(s) or Officer(s);
- b. If such common directorship, officership or financial interest is disclosed or known to the Members entitled to vote thereon, and such contract or transaction is approved by vote of the Members; or

- c. If the contract or transaction is fair and reasonable as to the Association at the time it is approved by the Board, a committee or the Members.

Section 2. As an alternative to the above:

- a. The disclosures required by Section 1, above, may be entered into the written minutes of the meeting of the Board of Directors;
- b. The contract or other transaction may be approved by an affirmative vote of two-thirds of the Directors present at the meeting;
- c. At the next regular or special meeting of the Members, the existence of the contract or other transaction must be disclosed to the Members. Upon motion of any Member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the Members present. If the Members cancel the contract, the Association is only liable for the reasonable goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages or other penalty for such cancellation;
- d. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which approves such contract of transaction.

#### **ARTICLE XIV – AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of Members at a duly called meeting at which a quorum is present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflicts between the Declaration and these Bylaws, the Declaration shall control.

Section 3. No amendment which affects the Declarant’s rights prior to the Owners obtaining control of the Association shall be effective without the written consent of the Declarant.

#### **ARTICLE XV – COMMITTEES**

The Association may appoint any committees as deemed appropriate to carry out its purposes.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 24<sup>th</sup> day of May, 2022.

Signed, sealed and delivered in the presence of:

Nicholas Toth  
Print Name: Nicholas Toth

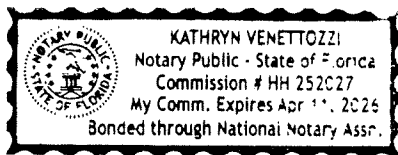
Emmalee Q. Cain  
Print Name: Emmalee Cain

CORTE DE LA RUA HOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Meghan Gilroy-Triolo  
Its: Director

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me by means of [ x ] physical presence or [ ] online notarization on this the 24<sup>th</sup> day of May, 2022, by Meghan Gilroy-Triolo as Director of CORTE DE LA RUA HOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who personally appeared before me and is personally known to me or who has produced FLDh as identification.



Kathryn Venetozzi  
Print Name: Kathryn Venetozzi  
Notary Public for the State of Florida

[NOTARY SEAL]

*Corte De La Rua - Bylaws*

[Separate signature pages follow.]

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 24<sup>th</sup> day of May, 2022.

Signed, sealed and delivered  
in the presence of:

Nicholas Tota  
Print Name: Nicholas Tota

Emmalee G. Cain  
Print Name: Emmalee Cain

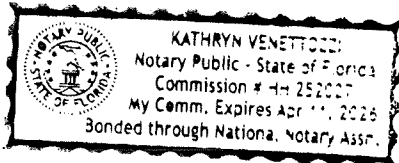
CORTE DE LA RUA HOME OWNERS  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

By Lauren Holstman  
Lauren Holstman

Its: Director

STATE OF FLORIDA        )  
COUNTY OF ESCAMBIA    )

The foregoing instrument was acknowledged before me by means of [ x ] physical presence or [ ] online notarization on this the 24<sup>th</sup> day of May, 2022, by Lauren Holstman as Director of CORTE DE LA RUA HOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who personally appeared before me and is personally known to me or who has produced FLDL as identification.



Kathryn Venetozzi  
Print Name: Kathryn Venetozzi  
Notary Public for the State of Florida

[NOTARY SEAL]

*Corte De La Rua - Bylaws*

[A separate signature page follows.]

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 24th day of May, 2022.

Signed, sealed and delivered  
in the presence of:

Nicholas Toti  
Print Name: Nicholas Toti

Emmalee G. Cain  
Print Name: Emmalee Cain

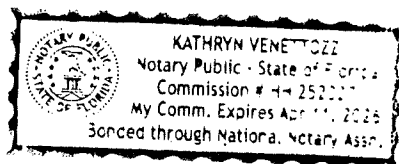
CORTE DE LA RUA HOME OWNERS  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

By: Steven Sebold

Steven Sebold  
Its: Director

STATE OF FLORIDA        )  
COUNTY OF ESCAMBIA    )

The foregoing instrument was acknowledged before me by means of [ x ] physical presence or [ ] online notarization on this the 24th day of May, 2022, by Steven Sebold as Director of CORTE DE LA RUA HOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who personally appeared before me and is personally known to me or who has produced FIDL as identification.



Kathryn Venetozzi  
Print Name: Kathryn Venetozzi  
Notary Public for the State of Florida

[NOTARY SEAL]

*Corte De La Rua - Bylaws*

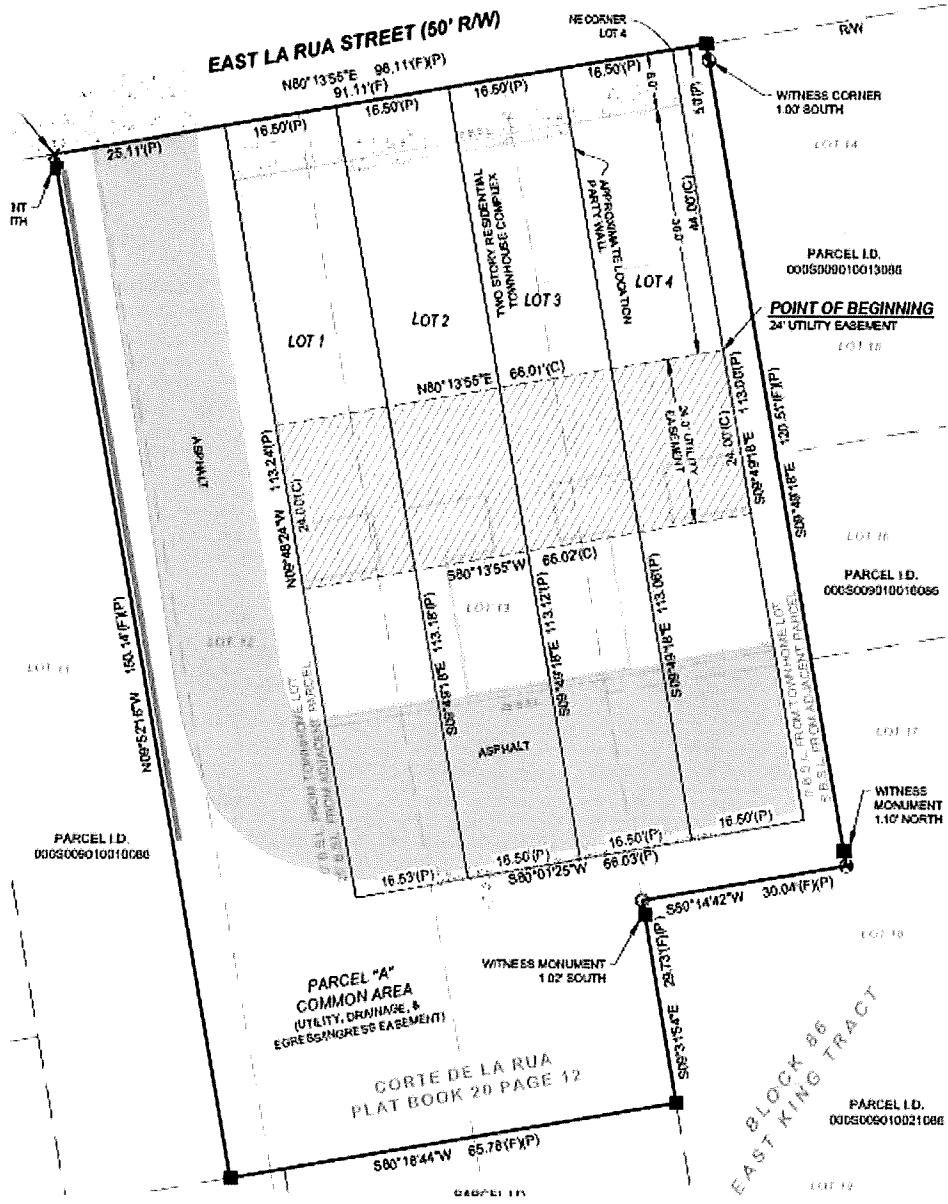
Prepared By:  
Adam C. Cobb, of  
Emmanuel Sheppard & Condon  
30 South Spring Street  
Pensacola, FL 32502

## EXHIBIT D

Parcel "A" Common Area (Utility, Drainage & Egress/Ingress Easement) as shown on the Plat, along with the Access Area defined and depicted in the Declaration.

EXHIBIT E

Utility Easement Area (hatched area below)



**COMMENCE** AT THE NORTHWEST CORNER OF BLOCK 86 IN EAST KING TRACT, BELMONT NUMBERING, CITY OF PENSACOLA, ESCAMBIA COUNTY FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE GO NORTH 80 DEGREES 26 MINUTES 37 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST LA RUA STREET (50' RIGHT-OF-WAY) A DISTANCE OF 149.01 FEET TO THE NORTHWEST CORNER OF SAID CORTE DE LA RUA; THENCE GO NORTH 80 DEGREES 13 MINUTES 55 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE NORTH LINE OF SAID CORTE DE LA RUA A DISTANCE OF 91.11 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID CORTE DE LA RUA; THENCE



DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTH LINE OF CORTE DE LA RUA, GO SOUTH 09 DEGREES 49 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 44.00 FEET TO THE ***POINT OF BEGINNING***; THENCE CONTINUE SOUTH 09 DEGREES 49 MINUTES 18 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 24.00 FEET; THENCE LEAVING SAID EAST LINE GO SOUTH 80 DEGREES 13 MINUTES 55 SECONDS WEST ACROSS LOTS 1 - 4 OF SAID CORTE DE LA RUA A DISTANCE OF 66.02 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID CORTE DE LA RUA; THENCE GO NORTH 09 DEGREES 48 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 24.00 FEET; THENCE LEAVING SAID WEST LINE GO NORTH 80 DEGREES 13 MINUTES 55 SECONDS EAST ACROSS SAID LOTS 1 - 4 OF CORTE DE LA RUA A DISTANCE OF 66.01 FEET TO THE ***POINT OF BEGINNING***.