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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MUSCOGEE WHARF, A SUBDIVISION**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MUSCOGEE WHARF, A SUBDIVISION, is made this 9th day of September, 2004, by
Muscogee Wharf, LLC, a Florida limited liability company hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of the real property located in
Escambia County, Florida, and more particularly described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.**

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

ARTICLE I

DEFINITIONS

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

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

3. "Lot" shall mean and refer to each of the platted lots as shown on the plat of Muscogee Wharf, a Single Family Residential Subdivision, as recorded in Plat Book 17 at Page 93 of the public records of Escambia County, Florida.

4. "Association" shall mean and refer to the Muscogee Wharf Homeowners' Association, Inc., a Florida non-profit corporation, 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" & "C."

5. "Common Area" shall mean all real and personal property, easements and other interest in real property (including the improvements thereto) and licenses which the Association members have the right to use and enjoy, and/or obligation to maintain, if any, and shall include, but not be limited to, any common area property, any parcel designated as "private use," Common Area "A", Common Area "B", and Common Area "C" as shown on the recorded Plat of Muscogee Wharf, including the sanitary, drainage and utility easements, fence maintenance easements, stormwater drainage system and treating facilities, Wharf Avenue (30'R/W), and any other dedicated streets and roads (the "Private Roads"), and utility easements. No structure, planting or other material shall be placed or permitted to remain on any Common Area which might impair or interfere with the drainage or temporary retention of storm water runoff for the Subdivision.

6. "Maintenance Area" shall mean that area which shall be maintained by the Association which constitutes the east one and one-half feet (1.50') and the west one and one half feet (1.50') of Wharf Avenue (as shown on the Plat) and which shall be designed to act as a vegetative buffer between each of the Lots and the paved portion of Wharf Avenue (Parcel "A").

7. "Declarant" shall mean and refer to Muscogee Wharf, LLC, a Florida limited liability company, its respective successors and assigns.

8. "Plat" shall mean and refer to the plat of Muscogee Wharf which is recorded in Plat Book 17 at Page 93 of the public records of Escambia County, Florida.

9. "Subdivision" shall mean and refer to Muscogee Wharf, a Single Family Residential Lot Subdivision, situated in Escambia County, Florida according to the Plat.

10. "Building Site" shall mean any one Lot or those fractional parts of adjacent Lots or one or more Lots and all or a portion of an adjacent Lot within the Subdivision, which are more particularly described and defined in Section 9 of Article VI of this Declaration, which is or are utilized for one (1) single family residential purpose.

11. "Architectural Design Guidelines" shall be those set forth herein specifying the requirements for construction of all improvements on each Lot, attached hereto as Exhibit "E," which shall serve as the requirements and guidelines for the review by the Architectural Review Committee, as the same may be modified and amended from time to time. The Architectural Design Guidelines may be amended and modified by a unanimous vote of the Architectural Review Committee.

ARTICLE II

OWNER'S EASEMENTS OF ENJOYMENT

1. Easement of Enjoyment/Common Area. Every Owner of every Lot shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot (even if not referenced in the document of conveyance), subject, however, to the terms of this Declaration and the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association by vote of two-thirds (2/3) of the membership; provided however, there shall be no right to dedicate or transfer to a governmental entity without its prior written consent. The Common Area cannot be otherwise conveyed or mortgaged without the consent of at least two-thirds (2/3) of the Owners of all

of the Lots within the Subdivision, but, for purposes of this vote, excluding the Declarant as an Owner.

2. General. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

(a) The right of the Association to suspend the voting rights and rights to use any of the Common Area by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of Association's published rules and regulations.

(b) The right of the Association, in accordance with its Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of Owners hereunder, and such action shall require the affirmative vote of two-thirds (2/3) of the members other than the Declarant.

(c) An easement in favor of Declarant, its successors and assigns, and Association to develop and construct improvements on the Common Area, including without limitation, those rights and easements reserved pursuant to Article VIII below, and to repair and maintain any existing improvements on such Common Area including ingress and egress to the improvements and Common Area including the shoreline stabilization area.

3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and subject to the reasonable rules and regulations approved by the Association, his right of enjoyment to the Common Area to the members of his family, guests, tenants (subject to

restrictions on the term of any tenant lease as set forth hereinafter), and contract purchasers who reside on the property.

4. Easement for Maintenance of Shoreline Stabilization. Shoreline stabilization on the water side of the Subdivision shall be maintained, repaired and replaced by the Association and the Association shall have an easement over and across each Lot (except those portions of any Lot upon which a residential dwelling is actually constructed) for ingress and egress for said maintenance.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. Association Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as such persons or entities may determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

2. Classes of Membership. The Association shall initially have two (2) classes of voting memberships:

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

Class B. Class B member(s) shall be the Declarant and 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 happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or (b) on December 31, 2010. From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Lot which is owned by said Class B member. 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.

3. Declarant's Obligation to Pay Annual Assessment and Special Assessments.

When all Lots within the Subdivision are sold and conveyed to purchasers, Declarant shall have no further liability of any kind to the Association for the payment of assessments, deficits, and/or contributions.

4. Transfer of Control. Transfer of control of the Association from Declarant to the Members of the Association other than Declarant shall occur in accordance with applicable Florida law pertaining to and regulating the operation of homeowners associations, in effect as of the date of the execution of this Declaration (currently Section 720.307, Florida Statutes). In the event applicable Florida law does not regulate such transfer of control, the Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors upon the earlier of the following: (i) three (3) months after ninety percent (90%) of all Lots

which may ultimately be operated by the Association have been conveyed to third parties; or (ii) upon the recording of an instrument in the public records of the County stating that Declarant has relinquished its right to elect a majority of the members of the Board of Directors.

The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Subdivision. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other member of the Association, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Subject to the terms of Section 3, Article III, Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the interest in the Lot and shall be a continuing lien upon the interest in the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for

delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but shall continue as a lien on the Lot until satisfied.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners of the Properties, their licensees and invitees and for the improvement, maintenance, and repair of the Common Area, shoreline stabilization on the water sides of the Subdivision; maintenance and repair of the Private Roads; maintenance and repair of the landscaping within or along the Common Area road right-of-ways; maintenance and repair of the Subdivision, lighting, the Maintenance Area, water pump (s), sprinkler system (s), electric meter(s), and maintenance of the landscaping throughout the Subdivision; the payment of electric power bills for the operation of the sprinkler system(s) and the lighting of the roads; the payment of the water bills for the sprinkler systems; the cleaning of debris and general mowing and maintenance of Lots which have not yet been conveyed; the payment of insurance premiums, and complying with all the terms and conditions of the Department of the Army, Jacksonville District Corp. of Engineers and/or the Florida Department of Environmental Protection. Purposes herein shall also be deemed as authority for and responsibility of the Association.

3. Annual Assessment/Maximum Annual Assessment. Unless changed in accordance with the provisions of this paragraph, and without the necessity of any action or further action by the Board of Directors, the annual assessment for each Lot shall be determined as set forth in Exhibit "D" for each Lot per year (herein "Maximum Annual Assessment"), payable in advance by the 30th day of January of each year, but prorated for the remainder of the months in the year. The total amount of the Maximum Annual Assessment for the calendar year commencing January 1,

2005 shall be determined by the Board of Directors, in its sole discretion. The Maximum Annual Assessments may be changed and/or fixed in accordance with the following provisions:

(i) From and after January 1, 2006, the Maximum Annual Assessment may be increased each year by the Board of Directors not more than 15% above the Maximum Annual Assessment for the previous year without a vote of the membership.

(ii) From and after January 1, 2006, the Maximum Annual Assessment may be increased above 15% by a vote of two-thirds (2/3rd) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the Maximum Annual Assessment.

The Association shall have the obligation to maintain any Common Area and shall pay all ad valorem property taxes thereon, if any, and shall maintain adequate hazard insurance, liability insurance, and fidelity bond coverage (in such minimum amounts as shall be required by FHA, VA and FNMA). The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

4. Reserve Account. The Association shall establish and maintain a reserve account as it determines in good faith is necessary and adequate to make periodic repairs and improvements to any Common Area.

5. Owners' Obligation of Maintenance. The Owners shall be responsible for maintenance and repair of any and all improvements located within the Owner's Lot, including, but not limited to painting, repairing, replacing and caring for roofs, exterior building services, fencing, trees, shrubs, grass, walks, driveways and other exterior improvements. The Owner agrees to maintain all improvements located within his Lot consistent with the upscale architecture of the Subdivision and in accordance with the Architectural Design Guidelines, including but not limited to painting woodsiding, handrails, balconies, etc. on a regular basis and replacing other materials as they are damaged or aged.

6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to be determined as set forth in Exhibit "D" applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction due to storm damage or otherwise, repair or replacement or maintenance of a capital improvement or landscaping or fencing that is part of the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

7. Notice and Quorum for any Action Authorized under this Paragraph. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be sent to all members by regular U.S. Mail postage prepaid to the last known address, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of parties entitled to cast thirty-five (35%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to

the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the rate established in Exhibit "D" for all Lots. Regardless of the provisions set forth herein, the Association shall be obligated to pay all ad valorem property taxes upon any Common Area, if any, and no limitation as provided herein shall ever prohibit the Association from increasing the annual assessment by an amount sufficient to pay such.

9. Date of Commencement of Annual Assessment Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time as is fixed by the Board of Directors, but in no event, no later than January 1, 2005. The Board of Directors shall fix the amount of the annual or special assessment against each Lot at least thirty (30) days in advance of each assessment period, except the first assessment may be collected upon conveyance of the Lot from Declarant to the Owner. Subject to the immediately preceding sentence, written notice of the first annual assessment and each annual assessment thereafter shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed 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.

10. Effect of Non-payment of Assessments Remedies of the Association. Any assessment payments not paid within thirty (30) days after the due date shall accelerate the due date of the entire assessment and shall bear interest from the due date at the rate of eighteen percent

(18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

11. Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments becoming due and payable after the date of recordation of any mortgage shall subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot(s) or chargeable to the former Owner of such Lot(s) 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, and such subordinate lien shall be extinguished. 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.

12. Maintenance. In the event an Owner shall fail (after thirty (30) days written notice from the Association or the Architectural Review Committee, sent by United States Mail,

postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion consistent with the upscale architecture of the Subdivision and otherwise satisfactory to the Board of Directors of the Association, the Association or the Architectural Review Committee shall have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot, and/or exterior of the building or any other improvements erected thereon to a neat, clean and orderly fashion consistent with the upscale architecture of the Subdivision. The cost of such maintenance or work, together with interest at the maximum rate then allowed by law (if not paid within thirty (30) days after written demand therefore), together with all reasonable attorneys' fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot (from the date of recording such and shall be enforced in the same manner as liens for assessments) and shall also be the personal obligation of the Owner of such Lot at the time such maintenance or work is performed.

ARTICLE V

ARCHITECTURAL REVIEW

1. No building, fence, sign, wall, mailbox, sidewalk, or other structures or improvements of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until first approved in writing by the Architectural Review Committee, said approval to include the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the Architectural Design Guidelines. Detailed plans and specifications shall be submitted to the Architectural Review Committee in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications

or by separate letter. In the event the Architectural Review Committee shall fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit is filed to enjoin the construction within forty-five (45) days of commencement of construction, approval will not be required and such plan shall be deemed to be in full compliance with this section. All decisions of the Architectural Review Committee shall require approval by a majority vote. The Architectural Review Committee shall consist of three (3) members. The initial members of the Architectural Review Committee shall be James D. Cronley, Anthony L. Terhaar, and Brian Spencer. The initial members of the Architectural Review Committee shall serve as the sole members of the Architectural Review Committee until January 1, 2012, at which time three (3) successor members shall be appointed by the Board of Directors of the Association. In no case shall the Architectural Review Committee unreasonably impede access to any Lot for the purpose of construction of structures upon any unimproved Lot. In all events, all construction shall conform to the lawful requirements of The City of Pensacola, and any other lawful requirements imposed by agencies or boards with jurisdiction, and this Declaration.

In the event of a vacancy on the Architectural Review Committee prior to January 1, 2012, Declarant shall appoint a person to fill such vacancy.

2. When a building or other structure has been or will be erected in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, the Architectural Review Committee may, in its sole discretion, release the Lot or Building Site, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated or may require the removal of construction that violates these covenants. The granting of such a release by the Architectural Review Committee shall not be

construed as a substitute for any release or variance such as may be required by the City of Pensacola or other agencies boards with jurisdiction.

3. All decisions of the Architectural Review Committee shall be by majority vote. It is contemplated that the Properties will be developed as an exclusive residential subdivision. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable but high standards as are consistent with an exclusive residential subdivision, such standards to include, among other things, the harmony of external design and location in relation to surrounding structures and topography, the type, kind and character of the buildings, structures and other improvements, and aesthetic qualities in general, as well as compliance with the Architectural Design Guidelines.

4. A three hundred and no/100 dollar (\$300.00) plan review fee shall be paid to the Architectural Review Committee and two (2) complete sets of construction documents shall be submitted for approval by the Architectural Review Committee to cover any of the administrative costs which incurred by the Architectural Review Committee. In addition thereto, prior to the construction of any improvement on a Lot, the owner of the Lot will be required to deposit with the Architectural Review Committee a \$5,000.00 cash deposit (the "Construction Deposit"). The purpose of the Construction Deposit is to cover the cost or replacement and/or repair of any damage done to the Common Areas or the Private Roads during the course of the construction of improvements to the Lots. The Architectural Review Committee shall have the right, in its sole discretion, to use the Construction Deposit to repair and/or replace portions of the Common Area and/or Private Roads as the Architectural Review Committee deems fit. The retention of the Construction Deposit is not intended to be nor will it be deemed to be the sole remedy of the

Association and/or the Declarant in the event any Owner damages the Common Area and/or the Private Roads during the course of construction on the Owner's Lot or otherwise.

5. The committee's approval or disapproval, as required in these covenants, shall be in writing.

ARTICLE VI

RESTRICTIONS

1. The Property shall be devoted only to and in accordance with the uses set forth herein.

2. No Lot in the Subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot or Building Site other than one (1) single family residential dwelling and garage for not less than two (2) automobiles.

3. Exclusive of storage rooms, porches and garages, no single primary family residential dwelling shall be erected on any Building Site or Lot having a heated and cooled living area of less than the square footage required by Section 2.2.1 of the Architectural Design Guidelines. However, the minimum square footage required in this paragraph may be increased on any Lot at Declarant's option by means of deed restrictions, which restrictions shall not affect any other Lot within the Subdivision.

4. No residential dwelling shall be constructed on any Lot or Building Site in the Subdivision which does not conform to all of the setback requirements set forth on the face of the recorded Plat of the Subdivision. No residential dwelling shall be constructed on more than two (2) Lots (and therefore no "Building Site" shall consist of more than two (2) Lots) and no residential

dwelling shall be constructed on more than one (1) Lot without the express written consent of the Architectural Review Committee, which consent may be withheld in the Architectural Review Committee's sole discretion. Notwithstanding anything to the contrary herein, Lots or portions thereof may not be combined into a Building Site if such combination would result in the Subdivision having less than seven (7) Building Sites. The terms of this Section 4 may not be modified or amended, and no waiver of the restrictions set forth in this Section 4 will be effective, without the express written consent of the City of Pensacola.

5. All leases entered into by Owners shall automatically include and reference all provisions of these restrictions and the rules and regulations duly promulgated by the Association. In addition, no Owner may rent or lease for rental his dwelling to a tenant for a period of less than one (1) year. Owners shall be fully responsible for assuring that their tenants comply with all of the provisions of these restrictions and the rules and regulations promulgated by the Association. All lessees are subject to the provisions of the Declaration and the Bylaws and failure to comply with said provisions shall be a default under any lease of any Building Site whether or not it is so stated in said lease. All of the foregoing may be enforced by the Association.

6. All buildings constructed on any Lot or Building Site within the Subdivision shall be constructed in conformity with all applicable building codes and regulations and in conformity with The City of Pensacola building requirements. No pools, decks or other structures shall be constructed outside of a Lot's or Building Site's setback lines.

7. Every residential dwelling constructed on a Lot or Building Site in the Subdivision shall provide for the parking and/or storing of automobiles as required by Section 2.5 and 2.6 of the Architectural Design Guidelines. No trailer, mobile home, camper, motorbike, motorcycle, motor

scooter, boat, boat trailer, housetrailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles and operating passenger vans (vans are limited to those that are no longer and no wider than American made family type passenger vans) shall be parked or stored in any driveway or on any Lot in the Subdivision so as to be visible from the street or to the other residents in the Subdivision. All such vehicles, machines, equipment and apparatus shall be parked or stored in a garage as provided for hereinbefore or in an enclosed area under the heated and cooled living area of the dwelling, or behind a privacy wall. No such vehicles, machines, boats, boat trailers, equipment, apparatus or similar equipment shall be parked or stored in or on any street right-of-way abutting any Lot or serving the Subdivision. Furthermore, each Owner or occupant of any Lot or Building Site shall be responsible for keeping his or her garage door shut at all times, except for those periods of time when the Owner or occupant is actually entering or exiting the garage. Each Owner or occupant of any Lot or Building Site will ensure that all recreational/leisure items and all equipment, including without limitation, all bicycles, surf boards, windsurfers, scooters (if allowed), kayaks lawnmowers, weed eaters, and shovels are stored in the garage or are otherwise stored in an area so as not to be seen from any street right-of-way abutting any Lot or serving the Subdivision.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, and except as required during construction of any dwelling, no structure of a temporary character shall be constructed or permitted to remain on any Lot.

9. If one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots, within the Subdivision, are utilized for one (1) single family

residential purpose, the setback requirements herein shall be measured from the boundary line of the entire Building Site or Lot being then and there utilized and devoted to the single family residence. Subject to ARC approval, two fractional parts of adjacent Lots may be utilized as a single family residential Building Site or Lot, provided that no such Building Site or Lot shall contain fewer square feet than the smallest platted Lot within the Subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest platted Lot within the Subdivision.

10. No fences, including swimming pool fences, shall be erected or constructed on any Lot without the prior written approval of the Architectural Review Committee. No planting or landscaping of any kind or nature shall be commenced without the prior written approval of the Architectural Review Committee. All fencing or landscaping shall conform to the requirements of the Architectural Design Guidelines. All fences shall be constructed only with stucco, wrought iron or brick and no other material, and shall conform to the requirements of the Architectural Design Guidelines. Metal chain link and wooden or similar type utility fences or walls are prohibited.

All fencing must be designed and constructed such that the "smooth" side faces out or away from the interior of any Lot.

11. No sign of any kind shall be displayed to the public view on any Lot in the Subdivision except for one (1) sign of not more than six (6) square feet advertising the property for sale, or signs used by a builder or designer to advertise the property during the construction and sales period; provided, however, Declarant may erect a sign not exceeding five feet (5') in height by eight feet (8') in width, as to dimensions of the sign, on any Lot or Building Site which it owns.

12. All mailboxes placed, erected or constructed on any Lot in the Subdivision shall be of the same material as the residence and shall be similar in design and style to the residential dwelling situated on said Lot. In the event the Association or the post office requires MBU's or one location for boxes, they shall be placed adjacent to the Common Area or Security Gate.

13. No clothes line visible from the street or any Lot in the Subdivision or from adjacent other Subdivision property, or other items detrimental to the appearance, shall be permitted on any Lot. Trash and garbage cans must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection.

14. No noxious or offensive activity or trade shall be carried on or maintained on any Lot in the Subdivision or shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, nor shall any Lot be used for the purpose of carrying on a trade, profession, business or public amusement.

15. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any Lot or Building Site in said Subdivision and no such Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, 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 and shall be on a leash when off the Lot. In no event shall more than two household pets be kept on any Lot at any one time.

17. An easement is reserved over and across each Lot in the Subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing,

repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of electric power, cable television and telephone service for the Lots in the Subdivision, and easements shown or reserved on the recorded plat of the Subdivision, if any, are hereby adopted as part of these restrictions.

18. Utility or other drainage easements shall not be obstructed in any manner that prohibits access and use.

19. With respect to each Lot on which a residential dwelling is constructed, a landscaping plan, including the installation of appropriate irrigation systems, shall be submitted to the Architectural Review Committee for approval and that landscaping plan, must be completed upon the earlier of (i) the Owner taking occupancy of the residential dwelling or (ii) twenty four (24) months from the date the Owner closes on the purchase of the Lot. Each Owner shall thereafter maintain the Lot free of litter and debris and in a first class condition.

20. At the time of the construction of any residential dwelling on any Lot or Building Site, each Owner and/or builder must maintain a thirty (30) yd³ industrial waste container on said Lot for use in the disposing of building debris and trash. Each such Lot shall be maintained as free of building waste and rubble as is reasonably possible.

21. No television or other type antenna of any kind shall be permitted to be erected or to be located or to remain on any Lot at any time, except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). No television satellite dish shall be erected, located or permitted to remain on any Lot within the Subdivision unless written permission is granted by the Architectural Review Committee. If written

approval is given, any satellite dish shall be installed so that the top of the dish is no higher off the ground than three feet (3'); it is located in the rear yard behind the residence; it is no closer to the side lot line than the side of the dwelling; no closer to the front lot line than the rear of the dwelling; no closer to the rear lot line than twenty (20) feet and, shall be screened with vegetation around the dish so as not to be visible outside of the Lot line.

22. No pool shall be enclosed by screen or other material.

23. All laws of the State of Florida and of The City of Pensacola, and all rules and regulations of their administrative and regulatory agencies or bodies now and hereafter in effect with regard to sewage disposal, water supply, and sanitation are incorporated herein and made a part hereof.

24. Any conflict between the Architectural Design Guidelines and the provisions of this Declaration shall be resolved by the Architectural Review Committee.

25. Declarant hereby declares and reserves a perpetual and exclusive easement over and across the northern most five feet (5') of Lot 13 and Wharf Avenue (30' R/W) for the construction, maintenance, and operation of an automated security gate providing restricted access to the Subdivision (the "Security Gate"). The Security Gate is a Common Area to be maintained by the Association in accordance with the terms and conditions hereof.

26. Structures are limited to a height of fifty five feet (55') above averaged adjacent finish grade. The terms of this Section 26 may not be modified or amended, and no waiver of the restrictions set forth in this Section 26 will be effective, without the express written consent of the City of Pensacola.

27. Regulations. Reasonable regulations concerning the use of the Properties and the Common Area may be made and amended from time to time by the affirmative vote of two-thirds (2/3rds) of the Owners.

28. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Properties and/or the Common Area or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

ARTICLE VII

MISCELLANEOUS

1. These covenants may be enforced by any Owner or by the Architectural Review Committee or the Association against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, and in the event of such enforcement the prevailing party shall be entitled to recover his costs and reasonable attorney's fees from the other party. Failure of any Owner or the Architectural Review Committee or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for fifty (50) years from the date of recordation, after which time these covenants shall be extended for successive periods of twenty (20) years unless amended as provided below. These covenants may be amended by an affirmative vote of two-thirds (2/3rds) of the

Owners, which shall be in writing, and approval by the City of Pensacola and thereupon said Amendment shall be recorded in the public records of Escambia County, Florida.

4. All electric and telephone service lines and wiring for any dwelling or other building erected on a Lot shall be underground.

5. With the exception of the Marina (as defined below) and any wharf or gazebo structure to be constructed on or adjacent to Common Area "C", no boathouse, dock, wharf or pier may be constructed on or contiguous to any portion of the Properties and the water bodies and shore areas adjacent to the Subdivision shall not be used to park or dock any type of water craft or like item.

6. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by vote of the members of the Association holding seventy five percent (75%) of the votes. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, foreclosure of liens), (b) imposition of Assessments as provided herein, (c) proceedings involving challenges, to any taxation, or (d) counter-claims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of this Section, this Section shall not be amended unless such Amendment is approved by the Declarant or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings as provided above.

7. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING, CONSTRUCTION AND OTHER ACTIVITIES

WITHIN OR IN THE PROXIMITY OF THE SUBDIVISION. BY ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) THAT DECLARANT AND THE OTHER AFORESAID PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) THAT ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

8. ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY WHICH ARE LOCATED ADJACENT TO OR HAVE A VIEW OF PENSACOLA BAY SHALL BE

DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE DECLARANT, THE ASSOCIATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, CONTRACTORS, OR SUBCONTRACTORS FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER AND/OR THE VIEW TO PENSACOLA BAY.

ARTICLE VIII

ADDITIONAL PROPERTY

Declarant, for itself, its successors and assigns, and grantees, hereby reserves a non-exclusive and perpetual ingress and egress access easement over and across the Private Roads, Common Area "B" and Common Area "C" for purposes of providing pedestrian and motor vehicular ingress and egress access, including without limitation ingress and egress access for trucks and other machinery used in the development of the Additional Property (if necessary), and underground public utilities to that certain real property owned by Declarant and/or an affiliate of Declarant, which is adjacent to the Subdivision and Common Area "C" (the "Additional Property"), which Additional Property is expressly not included within the Plat or the Properties and which Additional Property Declarant (or its affiliate) intends to develop or sell in the future in its sole discretion. Declarant reserves the right to construct a marina on the Additional Property (the "Marina") or any other improvements in Declarant's discretion, which Marina will provide boat slips which, in Declarant's discretion, may be sold and/or assigned and used by Owners of Lots in the Subdivision. This right shall remain in full force and effect in perpetuity, unless Declarant executes and records in the public records of Escambia County, Florida a document executed as required for an instrument of conveyance

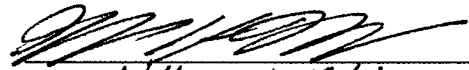
incorporating this paragraph which expressly waives and relinquishes such right. In no event will the use of the above-described easements by Declarant, its successors or assigns, give rise to an obligation to pay assessments hereunder.

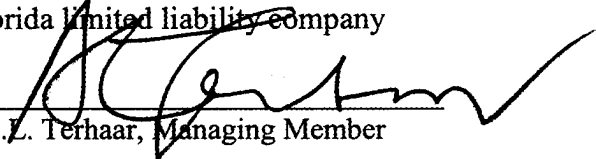
IN WITNESS WHEREOF, Declarant has caused its name and seal to be affixed hereto this

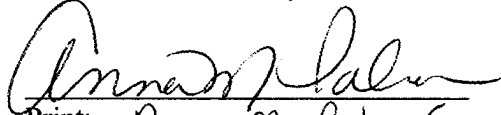
9th day of September, 2004.

Signed, sealed and delivered
in the presence of:

MUSCOGEE WHARF, LLC,
a Florida limited liability company


Print: William H. Mitchell

By: 
A.L. Terhaar, Managing Member


Print: Anna M. Palmer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

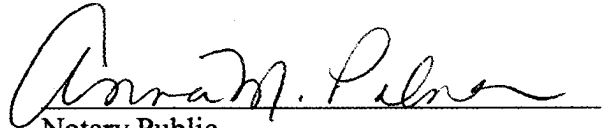
The foregoing instrument was acknowledged before me this 9th day of September 2004, by A. L. Terhaar, as Managing Member of Muscogee Wharf, LLC, a Florida limited liability company, on behalf of said corporation who did not take an oath and who:

- is/are personally known to me.
- produced current Florida driver's license as identification.
- produced _____ as identification.

(Notary Seal Must Be Affixed)



ANNA M. PALMER
MY COMMISSION # DD 089163
EXPIRES: June 5, 2006
Bonded Thru Budget Notary Services


Notary Public
Anna M. Palmer
Name of Notary Printed
My Commission Expires: 6/5/06
Commission Number: DD 089163

JOINDER OF MORTGAGEE
(Muscogee Wharf)

Whitney National Bank, the owner and holder of that certain Mortgage executed by Muscogee Wharf, LLC, a Florida limited liability company, dated February 22, 2002, and recorded February 25, 2002, in Official Records Book 4857, Page 1127, of the public records of Escambia County, Florida, given to secure the original principal sum of \$1,200,000.00, as amended by Mortgage Modification Agreement recorded in Official Records Book 5240, Page 894, together with UCC-1 Financing Statement recorded in Official Records Book 5261, Page 1102, all of the public records of Escambia County, Florida, which mortgage covers the real property described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference,

and hereby joins in or consents to the execution of the Declaration of Covenants, Conditions and Restrictions for Muscogee Wharf, a Subdivision.

IN WITNESS WHEREOF, this Joinder has been executed by 10th day of September, 2004.

WHITNEY NATIONAL BANK

By: [Signature]
Robert Maloy, Vice President

101 N. Garden Street
Pensacola, Florida 32501

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of September, 2004, by Robert Maloy, as Vice President of Whitney National Bank, a national banking corporation, on behalf of the corporation, who did not take an oath and who:

is/are personally known to me.
 produced current Florida driver's license as identification.

GUERRY M. BOONE
Notary Public-State of Florida
My Commission Expires April 16, 2006
(Notary Seal Must Be **DD #52589 DD 088607**)

[Signature]
Notary Public

Name of Notary Printed _____
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

A portion of Blocks 174, 175, 176, 177, 187, 188, Garden Street (80' R/W), Colfax Street (67' R/W), Romana Street (80' R/W) and 13th Avenue (70' R/W) in Waterfront Tract, according to map of the City of Pensacola, Florida copyrighted by Thomas C. Watson in 1906; being more particularly described as follows:

Commence at the intersection of the south line of said Block 174 and the southeasterly right of way line of Bayfront Parkway (R/W varies); thence North 25 degrees 15'10" East along said southeasterly right of way line for a distance of 54 feet, more or less, to the mean high water line of Pensacola Bay, said point being the point of beginning.

Thence South 25 degrees 15'10" West along said southeasterly right of way line, retracing line last traversed for a distance of 54 feet, more or less, to the point of commencement; thence continue South 25 degrees 15'10" West along said southeasterly right of way line for a distance of 59.10 feet; thence South 05 degrees 12'22" East for a distance of 32.20 feet; thence South 37 degrees 05'14" East for a distance of 223.59 feet to the northerly right of way line of said Colfax Street; thence South 10 degrees 31'11" East for a distance of 64 feet, more or less, to aforesaid mean high water line of Pensacola Bay; thence Southeasterly to a point on the south line of Lot 13, said Block 176 at its intersection with said mean high water line; thence meandering Southeasterly along said mean high water line to its intersection with the north line of said Block 187, also being the south right of way line of said Romana Street; thence Northeasterly to a point on the south line of Lot 2, said Block 188 at its intersection with said mean high water line; thence meandering Northwesterly along said mean high water line to the point of beginning.

All lying and being in said Waterfront Tract, City of Pensacola, Escambia County, Florida.

EXHIBIT A CONTINUED

LEGAL DESCRIPTION: Common Area "C"

A portion of Block 187, Intendencia Street (80' R/W), and 13th Avenue (70' R/W) in Waterfront Tract, according to map of the City of Pensacola, Florida copyrighted by Thomas C. Watson in 1906; being more particularly described as follows:

Commence at the southwest corner of Lot 1, Block 186 of said Waterfront Tract; thence North 79 degrees 28'26" East along the south line of said Lot 1 and its easterly extension for a distance of 179.05 feet; thence North 37 degrees 06'37" West for a distance of 148.13 feet to a point herein after referred to as Point "A"; thence continue North 37 degrees 06'37" West for a distance of 260 feet, more or less, to the south line of Parcel "A" for the point of beginning.

Thence South 37 degrees 06'37" East along line last traversed for a distance of 260.00 feet to said Point "A"; thence North 52 degrees 53'23" East for a distance of 18.00 feet; thence North 37 degrees 06'37" West for a distance of 256 feet, more or less, to said south line of Parcel "A"; thence Westerly along said south line for a distance of 20 feet, more or less, to the point of beginning.

EXHIBIT "B"

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
MUSCOGEE WHARF HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statute Section 617 (2004), the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Muscogee Wharf Homeowners Association, Inc., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at 1401 E. Belmont Street, Pensacola, Florida, 32501.

ARTICLE III

William H. Mitchem, whose address is 501 Commendancia Street, Pensacola, Florida, 32501, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance of the

Subdivision and the Common Area, which includes the Private Roads within the Subdivision, and architectural control of the Lots or Building Sites, including the purchase of necessary insurance for the protection of the Association and the Owners, with said Subdivision being described as follows (the "Subdivision"):

SEE ATTACHED EXHIBIT A

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the Subdivision and recorded or to be recorded in the public records of Escambia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(d) borrow money and, with the assent of two-thirds (2/3) of the entire membership, 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) dedicate, sell or transfer all or any part of the Common Area 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 dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the entire membership;

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

ARTICLE V

MEMBERSHIP

Every Owner of a Lot within the Subdivision shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VI

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and shall be converted to Class A membership upon the transfer of the control of the Association as set forth in Section 2 below.

Section 2. Transfer of control of the Association from Declarant to the Members of the Association other than Declarant shall occur in accordance with applicable Florida law pertaining to and regulating the operation of homeowners associations, in effect as of the date of the execution of this Declaration (currently Section 720.307, Florida Statutes). In the event applicable Florida law does not regulate such transfer of control, the Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors upon the earlier of the following: (i) three (3) months after ninety percent (90%) of all Lots which may ultimately be operated by the Association have been conveyed to third parties; or (ii) upon the recording of an instrument in the public records of the County stating that Declarant has relinquished its right to elect a majority of the members of the Board of Directors.

The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Subdivision. After the Declarant relinquishes control of the

Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than eleven (11) directors, the exact number to be determined by the existing Board of Directors at least thirty (30) days prior to the annual meeting. All Directors shall be members in good standing of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The Directors shall be elected at the annual meeting of the members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
James D. Cronley	1401 E. Belmont Street Pensacola, Florida 32501
A. L. Terhaar	1401 E. Belmont Street Pensacola, Florida 32501
Allen R. Levin	Ten Portofino Drive Pensacola Beach, Florida 32561

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the Officers and shall be a President, Vice President, a Secretary, a Treasurer and such other officers as may be provided in the By-Laws. The same person can hold the office of both Secretary and Treasurer. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME AND ADDRESS</u>
President	James D. Cronley 1401 E. Belmont Street Pensacola, Florida 32501
Vice President	A.L. Terhaar 1401 E. Belmont Street Pensacola, Florida 32501
Secretary/ Treasurer	Allen R. Levin Ten Portofino Drive Pensacola Beach, Florida 32561

ARTICLE IX

MEMBERS' MEETINGS

The annual members' meetings shall be held at the office of the corporation at 7:00 P.M., Central Standard Time, on the third Tuesday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a

holiday. Special members' meetings shall be held in accordance with the By-Laws. The Board of Directors shall have the authority to schedule the annual members' meeting for such other time and date as it determines to be appropriate, provided that appropriate notice of the meeting is provided to the members.

ARTICLE X

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice of subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A resolution for the adoption of a proposed amendment may be provided either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may exercise their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

- (a) Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and/or by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or
- (b) Until the sale of the first subdivision lot covered by these Articles, only by all the Directors of the Association.

ARTICLE XI

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire membership. 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 such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV

SUBSCRIBERS

The name and residence of the subscriber to these Articles are:

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>
James D. Cronley	1401 E. Belmont Street Pensacola, Florida 32501

ARTICLE XV

FHA/VA APPROVAL

As long as there is a Class B membership, and there is any existing FHA or VA financing on any Lot within the Subdivision, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of the Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on this 8th day of September, 2004.



William H. Mitchem

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the undersigned subscriber, a Notary Public, personally came and appeared William H. Mitchem, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same for the uses and purposes therein set forth. He is personally known to me.

Given under my hand and official seal this ^{9th} day of September, 2004.

Signature of Notary Public

Stephne L. Watts

Print Name: Stephne L. Watts

State of Florida at Large

My Commission Expires:

Commission Number: _____



Stephne L. Watts
MY COMMISSION # DD010500 EXPIRES
April 22, 2005
BONDED THRU TROY FAIN INSURANCE, P.C.


CERTIFICATE DESIGNATING REGISTERED OFFICE
AND REGISTERED AGENT FOR THE SERVICE OF PROCESS WITHIN
THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said Acts:

Muscogee Wharf Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, with its principal office at 1401 E. Belmont Street, Pensacola, Florida, 32501, has designated William H. Mitchem as its Registered Agent and has designated 501 Commendencia Street, Pensacola, Florida, 32501, as its Registered Office, for accepting service of process within the State.

ACKNOWLEDGMENT: (Must be signed by Designated Agent)

Having been named to accept service of process for the above named corporation, at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of this position, and I accept the obligations and agree to act in this capacity, and agree to comply with the provisions of said Statute relative to keeping open said office, along with all other obligations.



William H. Mitchem
Registered Agent

EXHIBIT A

A portion of Blocks 174, 175, 176, 177, 187, 188, Garden Street (80' R/W), Colfax Street (67' R/W), Romana Street (80' R/W) and 13th Avenue (70' R/W) in Waterfront Tract, according to map of the City of Pensacola, Florida copyrighted by Thomas C. Watson in 1906; being more particularly described as follows:

Commence at the intersection of the south line of said Block 174 and the southeasterly right of way line of Bayfront Parkway (R/W varies); thence North 25 degrees 15'10" East along said southeasterly right of way line for a distance of 54 feet, more or less, to the mean high water line of Pensacola Bay, said point being the point of beginning.

Thence South 25 degrees 15'10" West along said southeasterly right of way line, retracing line last traversed for a distance of 54 feet, more or less, to the point of commencement; thence continue South 25 degrees 15'10" West along said southeasterly right of way line for a distance of 59.10 feet; thence South 05 degrees 12'22" East for a distance of 32.20 feet; thence South 37 degrees 05'14" East for a distance of 223.59 feet to the northerly right of way line of said Colfax Street; thence South 10 degrees 31'11" East for a distance of 64 feet, more or less, to aforesaid mean high water line of Pensacola Bay; thence Southeasterly to a point on the south line of Lot 13, said Block 176 at its intersection with said mean high water line; thence meandering Southeasterly along said mean high water line to its intersection with the north line of said Block 187, also being the south right of way line of said Romana Street; thence North-easterly to a point on the south line of Lot 2, said Block 188 at its intersection with said mean high water line; thence meandering Northwesterly along said mean high water line to the point of beginning.

All lying and being in said Waterfront Tract, City of Pensacola, Escambia County, Florida.

EXHIBIT A CONTINUED

LEGAL DESCRIPTION: Common Area "C"

A portion of Block 187, Intendencia Street (80' R/W), and 13th Avenue (70' R/W) in Waterfront Tract, according to map of the City of Pensacola, Florida copyrighted by Thomas C. Watson in 1906; being more particularly described as follows:

Commence at the southwest corner of Lot 1, Block 186 of said Waterfront Tract; thence North 79 degrees 28'26" East along the south line of said Lot 1 and its easterly extension for a distance of 179.05 feet; thence North 37 degrees 06'37" West for a distance of 148.13 feet to a point herein after referred to as Point "A"; thence continue North 37 degrees 06'37" West for a distance of 260 feet, more or less, to the south line of Parcel "A" for the point of beginning.

Thence South 37 degrees 06'37" East along line last traversed for a distance of 260.00 feet to said Point "A"; thence North 52 degrees 53'23" East for a distance of 18.00 feet; thence North 37 degrees 06'37" West for a distance of 256 feet, more or less, to said south line of Parcel "A"; thence Westerly along said south line for a distance of 20 feet, more or less, to the point of beginning.

EXHIBIT "C"

BYLAWS

BY-LAWS
OF
MUSCOGEE WHARF HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Muscogee Wharf Homeowners Association, Inc. (herein the "Association"). The principal office of the corporation shall be located at 1401 E. Belmont Street, Pensacola, Florida, 32501, but meetings of members and directors may be held at such places within the State of Florida, Escambia or Santa Rosa County, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Muscogee Wharf Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to all real property that is brought within the jurisdiction of the Association and that is described in the Declaration of Covenants, Conditions and Restrictions for Muscogee Wharf, a Subdivision, that is properly executed and is to be recorded in the public records of Escambia County, Florida, by the Declarant (the "Declaration").

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot (as that term is defined in the Declaration) which

is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to Muscogee Wharf, LLC, a Florida limited liability company, or its successors.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Unless otherwise stated to the contrary herein, terms defined and used in the Declaration shall be deemed to have the same meaning when used herein.

ARTICLE III

MEETING 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 annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. 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 (1st) 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 one-fourth (1/4) of all of the votes of the Class A membership (as described in the Declaration).

Section 3. Notice of Meetings. Written notice of the meetings of 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. 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.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the total voting interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have 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. Proxies. At all meetings of Members, each Member may vote in person or by proxy. 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 Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of no less than three (3) nor more than eleven (11) directors, the exact number to be determined by the existing Board of Directors at least thirty (30) days prior to the annual members meeting.

Section 2. Term of Office. Directors shall serve for one (1) year or until their successors are elected.

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 successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his 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 of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. 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 numbers of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be fixed from time to time by resolution of the Board. Should

any such 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. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the Common Area;
- (b) suspend the voting rights 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 By-Laws, the Articles of Incorporation, or the Declaration;
- (d) 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

(e) employ 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) cause to be kept a complete record of all 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 forty percent (40%) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) 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.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board may charge a reasonable fee for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance on property, if any, that is the responsibility of the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a 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 first meeting of the Board of Directors following each annual meeting of the members.

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 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 giving written notice to the

Board, the President or the 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 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 and except for the first officers who shall hold office until the election of their successors.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it

on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Compensation. The compensation of all officers of the Association (and employees) shall be fixed by the Board of Directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee or officer of the Association, nor preclude the contracting with a director for the management of the Properties.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, pursuant to the terms of, and as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

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, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18.0%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Florida", the words "Corporation Not For Profit", and the name of the corporation.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the 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 By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January of each year and shall end on the last day of December.

Section 2. Conflicts. In the case of any conflict between the provisions of the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the

case of any conflict between the provisions of the Declaration and these By-Laws, the Declaration shall control.

Section 3. Indemnification of Officers and Directors.

(a) The Association hereby indemnifies any director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether:

(i) Criminal, administrative, or investigative, other than one by or in the name of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of director or officer of the Association, or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(ii) By or in the name of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense which such tribunal shall deem proper.

(iii) The Board of Directors shall determine whether the amounts for which a director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

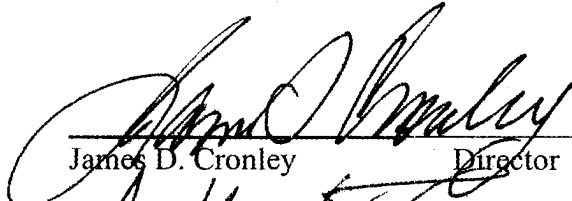
(iv) The foregoing rights and indemnifications shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

Section 4. Transaction in Which Directors or Officers Are Interested. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

Section 5. Gender. Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

Section 6. Severance of Unenforceable By-Laws. In the event any provision hereof becomes void or enforceable at law or in equity, the remaining provisions shall be and remain in full force and effect.

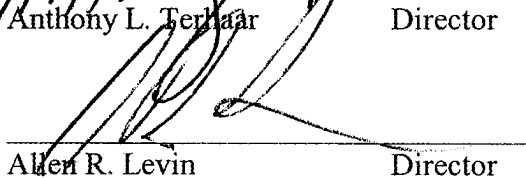
IN WITNESS WHEREOF, we, being all of the directors of the Muscogee Wharf
Homeowners Association, Inc., have hereunto set our hands this ___ day of September, 2004.



James D. Cronley Director



Anthony L. Terhaar Director



Allen R. Levin Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Muscogee Wharf Homeowners Association, Inc., a Florida non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the __ day of September, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this __ day of September, 2004.



Secretary

EXHIBIT "D"

SHARE OF COMMON EXPENSES/COMMON SURPLUS/
RATE OF ASSESSMENTS

The Lots in the Subdivision will share the common expenses and common surplus equally (1/13 each) and the rate of assessments shall be based upon the ratio of 1/13 for each Lot. The proportionate share of common expenses and common surplus shall be based solely upon the ownership of each Lot, regardless of the size of the Building Site. In other words, an Owner who constructs a Building Site on two (2) Lots will be responsible for 2/13 of the common expenses (1/13 for each Lot owned).

EXHIBIT "E"

ARCHITECTURAL GUIDELINES

Draft Dated June 30, 2004

Muscogee Wharf

Architectural Design Guidelines

Developed By: Muscogee Wharf, LLC

June, 2004

Spencer Maxwell Bullock, Architects
17 East Main Street, Suite 100
Pensacola, Florida 32501
850-432-7772

TABLE OF CONTENTS

1. INTRODUCTION

- 1.1 The Muscogee Wharf Master Plan
- 1.2 The Plan Concept
- 1.3 The Lot Types

2. NEIGHBORHOOD GUIDELINES/ SINGLE FAMILY LOT STANDARDS

- 2.1 General Responsibilities
- 2.2 General Lot Standards
 - 2.2.1 Minimum Square Footage of Homes
 - 2.2.2 Lot Coverage
 - 2.2.3 Lot Standards (Exhibits)
- 2.3 Driveways
 - 2.3.1 Design Driveway Layout Requirements
 - 2.3.2 Standard Paver Materials & Design
- 2.4 Sidewalks and Walkways
- 2.5 Parking
- 2.6 Garages

3. ARCHITECTURE

- 3.1 Design Aesthetics
- 3.2 Streetscape and Site Massing
- 3.3 Elevated Foundations/Piers & Piling Treatment
- 3.4 Heights and Levels
- 3.5 Windows and Glazing
- 3.6 Doors
- 3.7 Roof Articulation
- 3.8 Porches, Galleries and Terraces
- 3.9 Garage Door Treatment
- 3.10 Awnings
- 3.11 Lighting
 - 3.11.1 General Responsibilities
 - 3.11.2 General Design Standards
- 3.12 Signage
- 3.13 House Numbers
- 3.14 HVAC Equipment
- 3.15 Accessory Structures
- 3.16 Exterior Treatment and Materials

4. SITE RELATED FURNISHINGS AND REQUIREMENTS

- 4.1 Garden Walls and Fences
 - 4.1A Wharf Ave Garden Walls
 - 4.2B Lot Dividing Walls
- 4.2 Flags

- 4.3 Mailboxes
- 4.4 Garbage and Trash Container
- 4.5 Antennas and Satellites
- 4.6 Playground Equipment
- 4.7 Solar Energy Equipment
- 4.9 Utilities

5. LANDSCAPE TREATMENT

- 5.1 Minimum Residential Tree Requirements
- 5.2 Minimum Landscape Requirements
- 5.3 Screening Requirement
- 5.4 Plant Bed Edges

6. POOLS AND SPAS

7. SUBMISSIONS AND APPROVAL/THE ARCHITECTURAL REVIEW COMMITTEE

- 7.1 Architectural Review Committee (A.R.C.)
- 7.2 Submission Requirements
- 7.3 Residential Review Application Form

8. BUILDABLE AREA/SETBACK EXHIBITS

- A Cottage Lot Example
- B Estate Lot Example

9. BUILDING EXTERIOR EXHIBITS

- A Cottage Lot Example
- B Estate Lot Example

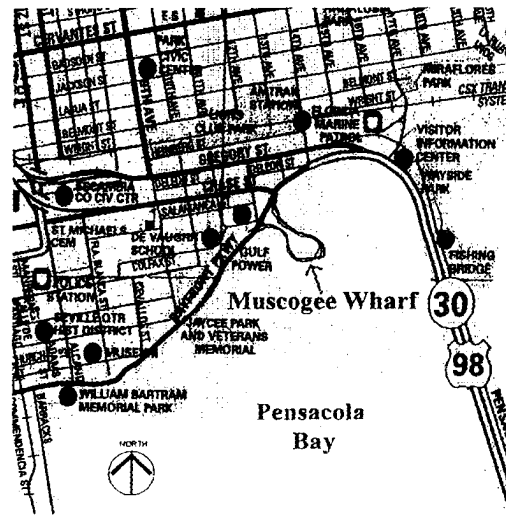
1 INTRODUCTION

The Muscogee Wharf is an exclusive residential and Bayfront community encompassing approximately two acres. It is located in Pensacola, Florida near the central business district.

The community will include 13 single family detached homes. All parcels of residential areas will be subject to these guidelines established for Muscogee Wharf and administered by The Muscogee Wharf Home Owners Association.

These design guidelines are to serve as a minimum set of design principles and standards for Muscogee Wharf development. The Guidelines clearly outline, illustrate and define design objectives to achieve the desired character and style of Muscogee Wharf. It is intended that these guidelines be used by any Owner within Muscogee Wharf, and that they serve as a guide for future planning and design. As the community evolves these guidelines will insure that Muscogee Wharf will become an attractive cohesive and functional environment in which to live, work and play. In order to maintain these standards, property owners are encouraged to seek the professional design services of a licensed architect.

These design guidelines are intended to supplement other documents requiring compliance, such as The Muscogee Wharf Plan and the Declaration of Covenants, Conditions and Restrictions. An Architectural Review Committee (A.R.C.) is established to assist in implementation of the design guidelines and to insure individual Owner compliance. Approval by the A.R.C. is for site planning compliance and building design only and does not exempt the owner from compliance with all local and state building codes, or requirements of all governing bodies having jurisdiction.



Note: Throughout this document, "Owner" refers to owners of residential lots and houses within The Muscogee Wharf, and to their builders or other agents.

1.1 The Muscogee Wharf Master Plan

The Muscogee Wharf is a planned low-rise residential community waterfront development. The first goal of Muscogee Wharf is to provide a pedestrian-scaled, well proportioned street with a harmonizing grouping of traditional residential structures.

1.2 The Plan Concept

The essential concept behind the Muscogee Wharf plan was the reintroduction of a high-density neighborhood street. The use of such elements as, traditional front doors, covered porches, and walled gardens all combine to create the urban context of this waterfront development.

1.3 The Lot Types

Muscogee Wharf will maximize the unique relationship to the surrounding bay while emphasizing a strong sense of community through streetscape amenities and a variety of residential components. Two types of residential lots are planned based on the size and location of the lots. The lots are the Estate lots, and the Cottage lots.

2 Neighborhood Guidelines/Single Family Lot Standards

2.1 General Responsibilities. The owner is responsible for developing and maintaining individual lots in a manner prescribed in the Declaration of Covenants, Conditions and Restrictions, other participating Owner agreements executed with Muscogee Wharf, and these design Guidelines. It is also the Owner's responsibility to comply with any other jurisdictional requirements and/or governmental regulations that may be applicable to the construction of the residence. These guidelines are not intended to ensure compliance with any such jurisdictional requirements or governmental regulations. In the event of any conflicts with any jurisdictional or local governmental agency, the requirements of that agency shall supersede these guidelines.

2.2 General Lot Standards. Muscogee Wharf is located in the City of Pensacola's C-2 Commercial Development District and adjacent to the Gateway Development District. These Muscogee Wharf guidelines for building setbacks' height restrictions and architectural design have been established to meet or exceed the requirements of the City.

The Muscogee Wharf Master Plan and these Guidelines have been reviewed and approved for conformance with the City of Pensacola's Land Development Code.

Lots are referenced as the **Estate Lots** and the **Cottage Lots**. Each lot has specific prescribed set backs, buildable areas, square footage minimums, height restrictions, accessory structure restrictions, and parking requirements. These form the basis of site planning for the residences.

2.2.1 Minimum Square Footage of Homes by Lot Categories

Lot Category	Minimum Sq. Ft.
<u>Cottage</u> Reference Plat (Lots 6,7,8,9,10,11,12 & 13)	2500
<u>Estate</u> Reference Plat (Lots 1,2,3,4, &5)	2500

Note: Square footages are exclusive of garages, porches and storage rooms.

2.2.2 Lot Coverage

Impervious Surfaces including building footprints, porches, terraces, patios, driveways and sidewalks, pools, etc. shall not exceed 75% of the total lot area.

2.2.3 Lot Standards. See diagrams on following exhibits.

2.3 Driveways

2.3.1 **Driveway Layout Requirements.** The owner is required to build a driveway from the edge of the street pavement to the garage. The owner is required to utilize the curb cut provided by the Muscogee Wharf developer. Where common driveways and parking abut, the owner is required to match existing pavement and materials.

Asphalt driveways are not permitted. Ribbon drives are not permitted. Driveways and parking areas must use the approved street paver design. Expansion joints between the street pavement and driveway are required. The driveway is to meet flush with Wharf Avenue back of curb.

Driveways from the existing curb cut to building setback must be a standard 12' feet wide. Driveway width may be increased inside the front yard setback to accommodate turns and parking.

2.3.2 **Standard Paving Materials, & Design.** Designs will incorporate concrete, and brick pavers. The use of stamped concrete forms is prohibited. Color, pattern

and design will be coordinated with and complement the architecture and Wharf Avenue pavement. Grasscrete may be incorporated with pavers. If Grasscrete is proposed, product information including design and color shall be submitted for review and approval by the A.R.C.

The driveway can never abut the main residence foundation except as necessary to enter the garage. This is to promote a soft landscape buffer between the residences and the driveways.

2.4 Sidewalks and Walkways. Walkways built from the street or driveway to the front door (or other entrances) are built at the owners discretion. When walkways are built they must be a minimum of three (3) feet in width and shall be of design and materials acceptable by the Architectural Review Committee. All walkways are to be constructed with consistent quality workmanship.

2.5 Parking. Every Cottage and Estate lot is required to have enclosed parking for two standard sized vehicles and one required outdoor space.

2.6 Garages

Enclosed parking for a minimum of two vehicles at Cottage and Estate lots is to be provided at the grade level.

* *Side loaded garages are encouraged.*

Where lot size does allow, a thirty-six (36) inch minimum offset is preferred for a side loaded garage to allow for some variation of facade, a ten (10) foot maximum offset is suggested. A 10 (ten) foot minimum offset is required for Estate Lots.

3.0 Architecture

3.1 Design Aesthetics. The desire is to capture the aesthetics of a formal Gulf Coast regional style.

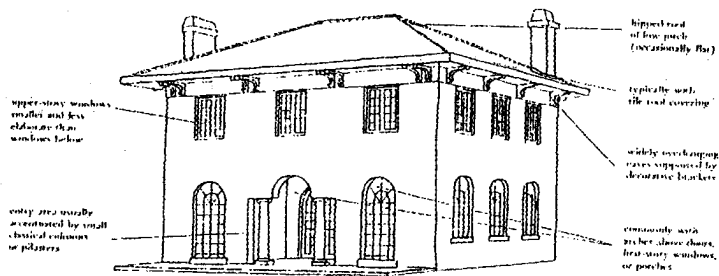
Roofs are generally hipped in form with approved roofing material and broad overhangs supported by simple brackets. Roofs without broad overhangs should incorporate large-scale decorative cornices.

Walls are masonry, and often times are accented with decorative brick profiles at the base, window sills, above windows, doors, and at wall-to-eave conditions.

Glazing of windows is subdivided into vertically proportioned window panes.

Entryways are generally recessed or incorporated into a streetside porch. Ornamental balustrades and wrought iron railings are commonly used at porches and balconies.

While a more formal Gulf Coast regional vernacular is the desired aesthetic style, there are some limited elements of the Georgetown/New Orleans Style which are permitted, which can be referenced in the book A Field Guide To American Houses by Virginia & Lee McAlester



CHARACTERISTICS



GEORGETOWN/NEW ORLEANS STYLE ARCHITECTURE

- 3.2 Streetscape and Site Massing.** The owner is encouraged to create a visually interesting streetscape through the use of varied facades and elevations along the street. The Guidelines will require homes of substantially similar details and colors to be built through out the development utilizing the requirements of these guidelines.
- 3.3 Elevated Foundations and Pier/Piling Treatment.** FEMA flood requirements will dictate finish floor elevations. The owner is required to verify his FEMA flood elevation requirements. All piers/piles shall be skirted and screened with an opaque panel. Lattice screening is prohibited.

- 3.4 Heights and Levels.** Structures are limited to three stories and a height of 55' above adjacent finish grade.

The maximum height permitted for all residential structures permitted is 55'-0". There shall be no variance to this height.

- 3.5 Windows and Glazing.** Windows contribute significantly to the overall character of each residence and the neighborhood. Vertical orientation of the fenestration of the facades is required.

Care should be given to the size, type and organization of all windows.

Windows shall be wood or vinyl clad wood windows. Steel, aluminum or solid vinyl windows are not permitted.

All individual windows shall conform to vertical proportions of not less than 1:1.5. Assemblage of complying window units to create large window openings is acceptable. Kitchen and bathroom windows are considered exceptions to the vertical proportions but the designs of any windows must be approved by the A.R.C.

All windows shall have a minimum of brick mold trim. All lights shall be true-divided or permanently applied exterior and interior muttons.

All windows shall be recessed in openings with a heavy sash or trim openings with decorative surrounds in a contrasting material. For example, brick exteriors shall have wood, stone, stucco or Fypon decorative surrounds and stucco exteriors shall have wood, stone or Fypon decorative surrounds.

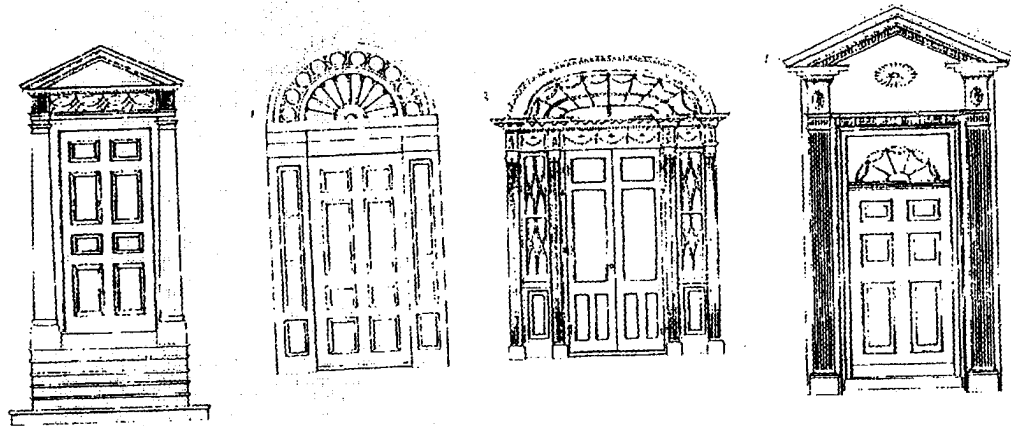
Acceptable window types are double or single hung, casement or sliding units. Fixed glass and awning units are permitted only in transom applications. Elliptical, semicircular, round and oval windows may only be used when approved by the A.R.C. as an appropriate accent.

Glazing: Highly reflective glazing is prohibited. Insulated glass units are encouraged.

- 3.6 Doors.** Doors shall be wood paneled or glazed (ie French doors). Masonite doors are an acceptable alternative.

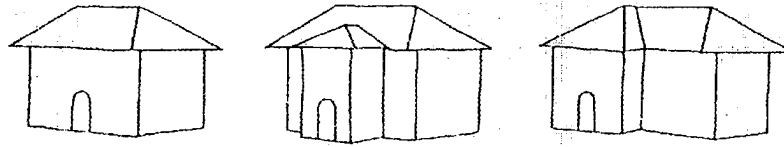
Doors shall be trimmed in decorative elaborate casings, pilasters and pediments of contrasting materials from the building's exterior. Doors generally should be preceded by recessed entry porches or simply recessed in the face of the wall. The use of sidelites and transoms is encouraged, but not required.

Doors may be natural wood with a stain or may be painted.



MAIN ENTRY DOOR EXAMPLES

- 3.7 Roof Articulation.** The only acceptable roof form for the main portion of the structure is a hipped (with ridge) roof. Gables, sheds (when attached to main structure), and pyramidal roofs are permitted as auxiliary or feature elements to the main hipped roof.



ROOF TYPES

Flat roofs are permitted only when used as habitable decks or terraces accessible from adjacent enclosed habitable space with solid or open rails.

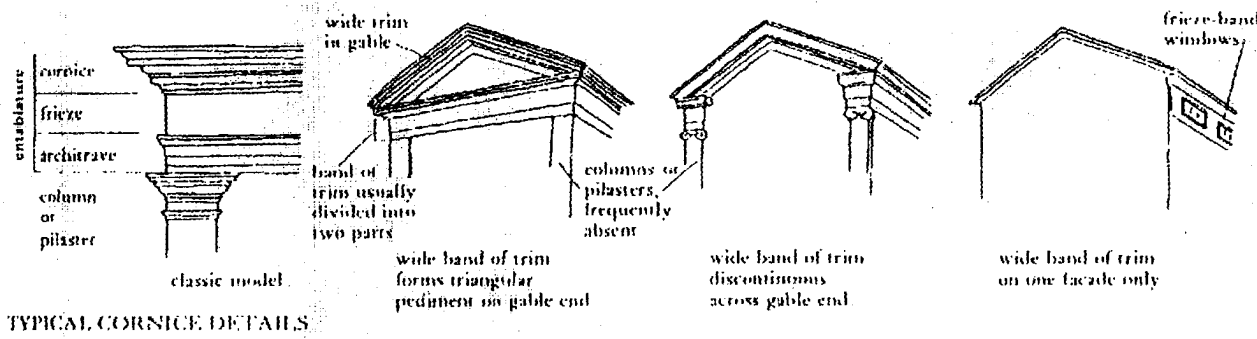
Roof overhangs are both practical and attractive. They give a house character and solar protection.

All roof pitches will be 7/12 minimum. However shed roofs over porches attached to main roof are allowed to be a minimum of 4/12.

Roof overhangs are required to be a minimum of 24" from finish wall to edge of eave, unless a decorative, appropriately scaled cornice board serves as a transition from wall to roof eave.

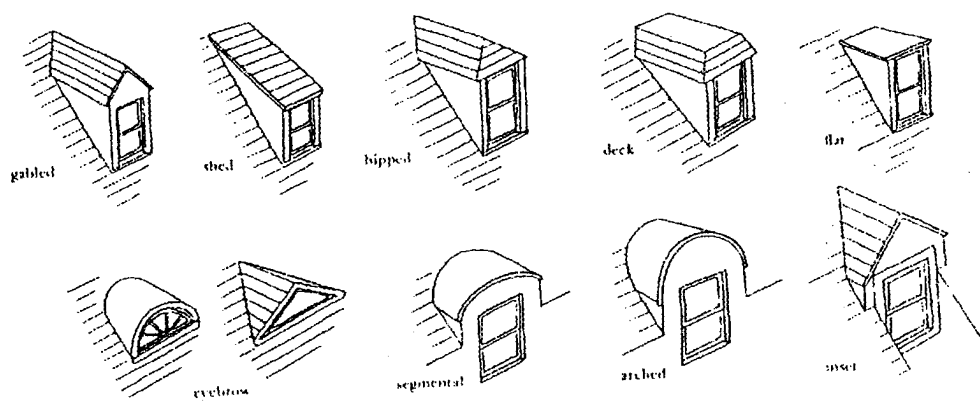
Closed eave/soffit/facia detailing is required. Development of this transition must support the conforming urban classical aesthetic these Guidelines intend to provide. Cornice boards, dentils, brackets and similar devices will be needed to create this aesthetic.

All vent stacks and counter-flashing must be painted to match roof color. The use of dormers in lieu of skylights as natural light and/or ventilation is encouraged.

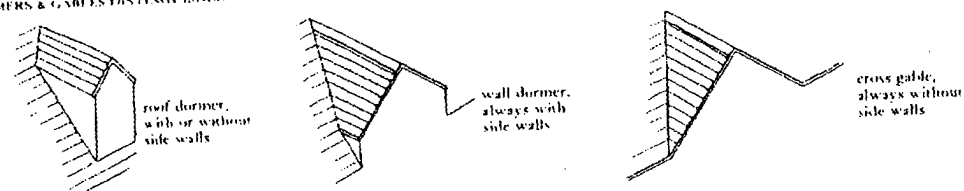


TYPICAL CORNICE DETAILS

CORNICES



DORMERS & GABLES DISTINGUISHED



DORMERS

3.8 **Porches Galleries and Terraces.** Covered porches and outdoor terraces are an essential part of the Muscogee Wharf residential design.

Porches shall reflect a formal Gulf Coast vernacular (New Orleans to Pensacola) historical Style. This is primarily achieved through prescribed column heights.

Porches are defined as outdoor covered living space integrated with the main building of which they are a part.

Terraces are outdoor living areas, not covered or partially covered, and attached to a residence by Architectural features (low walls).

Porches may be enclosed with screen such that the screening is infilled between columns or architectural elements and does not detract from the architectural components.

Cottage Lots

Streetside porch requirement: 40% min. of facade width.

Waterside porch requirement: 60% min. of facade width.

Estate Lots

Streetside porch requirement: 20% min. of facade width.

Waterside porch requirement: 60% min. of facade width.

3.9 Garage Door Treatment. Attached and integrated garages should be utilized design features and details of the house itself. Attached garages are permitted at the Cottage Lots and Estate lots.

Treatment of details on garage doors should be consistent with the overall character of the house. This may be accomplished with one or two well placed windows along top of the garage door with the use of two single doors divided by a column. This breaks up the expanse of the door into appropriately scaled architectural elements.

All garage doors are to be single doors, divided by columns, of a panel design and color that matches or complements the adjacent wall or trim. Windows are required.

3.10 Awnings. Awnings shall be permitted at the waterside elevations of residences, subject to A.R.C. approval.

3.11 Lighting. Exterior residential lighting for Muscogee Wharf shall be designed to convey a warm, inviting atmosphere and aid in providing night time security. Care is to be taken in placing fixtures, selection of fixtures and types of light sources.

3.11.1 General Responsibilities. Private lighting installed on individual lots shall not cause distraction, nuisance, or excessive spill over light to other lots. Decorative fixtures must be of high quality materials and workmanship and be in scale and style with the residence.

3.11.2 General Design Standards. Sodium vapor lights are prohibited. Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights are acceptable.

Security lights are to be located so as to be as unobtrusive as possible in order that they not be visible from the street or other lots. Security lights must be concealed from view and mounted on a structure. Generally lighting shall be designed to light paths and wall surfaces not general area lighting. Pole mounted security lights are prohibited.

Exterior illumination to accent street address numbers, architectural features such as columns, entries, chimneys and landscape features is allowed. Spot lights are to be concealed from direct view and directed to prohibit light spill over onto adjacent property.

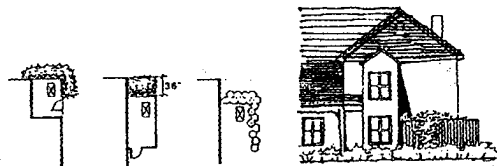
Driveway lighting should be soft and strategically placed within landscape areas. The use of an excessive number of driveway lighting fixtures equally spaced along one or both sides of the driveway is discouraged.

3.12 Signage. The only signage allowed on residential lots will be construction signs which identify the contractor, designers, and lenders of the project, and "For Sale" signs. All signs must be submitted to the A.R.C. for review.

3.13 House Numbers. House numbers shall consist of glazed tiles located on one entry driveway pier. Font and size specifications for numeral on each tiles shall be provided by Developer. Tiles shall be a minimum of 4"x4" per numeral.

3.14 HVAC Equipment. Rooftop or window HVAC equipment is not permitted.

Condensers, gas packs or other external HVAC equipment located on the side of the house or in the rear yard must be screened from view with mature shrubs or masonry screen walls.



ACCEPTABLE SCREENING METHODS

3.15 Accessory Structures. Not allowed.

3.16 Exterior Treatment and Materials. Due to the urban nature of the Muscogee Wharf streetscape all residential structures will be required to use a pre-approved list of exterior building materials. Materials other than those outlined in the list will require the granting of a variance from the A.R.C. Variances will not be granted unless proposed material enhances the urban conformity that defines the Muscogee Wharf guidelines.

Exterior walls are required to be predominantly brick. Roofs shall be 30-year (min.) dimensional fiberglass/asphalt composite, slate, or wood "split shake" shingles. Synthetic slate and wood shingles are allowed. Accent trim or decorative elements above doors and windows shall be accomplished through the use brick pattern change, precast concrete, EIFS, Fypon fiberglass products, or painted wood.

- * BRICK EXTERIORS- A historic color brick that is among those prevalent in local (Pensacola area) 19th century masonry structures.
- * WOOD TRIM- Painted in whites, creams, beiges and neutrals.
- * STUCCO ACCENTS AND TRIM- Synthetic stucco (exterior insulation and finish system-EIFS) may be used as an accent material such as a chimney element or accent panel. Stucco may only be used as an accent on Brick Exteriors.
- * CAST STONE ACCENTS AND TRIM- Cast Stone accents at chimneys, window and door surrounds, and ornamental medallions may be used in conjunction with brick exteriors.
- * WINDOWS- Painted wood or vinyl clad wood windows in approved neutral colors. Applied muntin grills, if used, must be attached to exterior face and interior of glass, in order to maintain appropriateness of scale. Otherwise, true divided muntins are required.

Other considerations for exterior treatment and materials:

1. Samples of all finish materials shall be submitted by the Owner to the A.R.C. for approval. The review process is described in Section 7.
2. Bold or primary colors are restricted to review and approval. Submittal of a color palette to the A.R.C. for approval is required. See Appendix for approved colors.

3. The number of primary materials on the exterior shall be limited to two (2) not including roof material.
4. Naturally weathered wood is prohibited. All wood must be painted or stained with an opaque stain, excluding decks. Decks may be sealed rather than painted.

4. SITE RELATED FURNISHINGS AND REQUIREMENTS

4.1 Garden Walls and Fences. It is the intent of these guidelines to insure compatibility of wall design throughout the development by providing direction to Owners for harmonious use of wall details and materials. Any and all walls constructed within Muscogee Wharf shall be constructed in accordance with the guidelines set forth in this Section 4 and shall be subject to A.R.C. review.

4.1A Wharf Avenue Garden Walls: Streetscape Garden Walls on Wharf Avenue shall be masonry brick walls with masonry piers where privacy walls are broken for vehicular access. Walls shall be 4'-0" in height and shall be constructed of material listed in the appendix.

4.1B Lot Dividing Walls

Those walls separating lot types shall be approved brick walls 6'-0" in height. Walls shall terminate with a masonry pier that abuts landward edge of concrete bulkhead cap.

4.2 Flags. Flagpoles are not permitted. Flags may be displayed with flag staffs attached to residences. No more than two flags are to be exhibited on any residence at one time.

4.3 Mailboxes. Homes may have mailboxes located at a central mail center for the Muscogee Wharf

neighborhood, and in conformance with U.S. Postal Service requirements.

- 4.4 **Garbage and Trash Containers.** Garbage and Trash Containers shall be screened from view.
- 4.5 **Antennas & Satellites.** The use of Antennas and Satellites are subject to approval by the A.R.C.
- 4.6 **Playground Equipment.** The use of Playground equipment shall be subject to A.R.C. approval.
- 4.7 **Solar Energy Equipment.** The use of Solar Energy equipment may not exceed 24" in diameter. Locations on structures shall be subject to A.R.C. approval.
- 4.8 **Utilities.** All utilities shall be underground.

5. LANDSCAPE TREATMENT

Landscape Treatment. The landscape treatment for Muscogee Wharf is intended to be a unifying element in the design of the overall community, helping to create a strong sense of place. Landscape design for residential areas should be formal and restrained. Plant beds should use indigenous species. A manicured look is desired. Curvilinear bed layouts are discouraged.

All Lots need to derive the full potential of the open space views to the bay. The rear yard of these lots must be developed and landscaped with attention to preserving the view corridor for all Muscogee Wharf property owners. A full-coverage irrigation system is required for each of the lot types.

- 5.1 **Minimum Residential Tree Requirement.** Owners of Estate and Cottage lots adjoining Wharf Avenue will be required to provide and install street trees as indicated by the A.R.C.

Trees are to be a minimum of 3 ½"-4" caliper measured 4' from the base of the tree.

- 5.2 Minimum Landscape Requirement.** The owner is required to submit a planting plan to the A.R.C. for approval.

Landscaping, irrigation, and the bulkhead (waterside) ballistrade must be installed no later than 24 months after purchase of the subject lot.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch or lawns.

Lawns must be installed and maintained. Sod installations are required. The required lawn type is centipede or St. Augustine. Dead plant material that was planted to satisfy the minimum landscape requirement must be replaced by the Owner immediately, as weather conditions permit.

Although the owner is encouraged to plant more, the minimum landscape requirements, in addition to minimum residential tree requirements, based on lot size, are as follows:

Cottage Lots require the planting of eight (8) large shrubs (5 gallon minimum), and twenty-two (22) medium shrubs (3 gallon minimum).

Estate lots require the planting of twelve (12) large shrubs (5 gallon Minimum), and forty (40) medium shrubs (3 gallon minimum).

Final plant list must be approved by the A.R.C.

- 5.3 Screening Requirement.** All meters, air conditioning units, etc. are to be placed away from public view. Meter, air conditioner, etc. must be screened with planting when in potential view of other structures or views from adjacent yards.

Where privacy walls are not constructed, hedges may be used for screens if plants are mature enough and spaced close enough to provide

adequate screening. Screening with plants is to be accomplished with the initial installation, not assumed growth at maturity.

- 5.4 Plant Bed Edges.** Plant bed edges of concrete scallops, corrugated aluminum, wire wicket fencing, bricks laid on edge above ground, small rocks, used railroad ties and landscaping timbers are not permitted.

6. POOLS AND SPAS

Pools and Spas. Portable or permanent above ground pools are prohibited. In ground swimming pools (a maximum of 600 SF and setback ten feet off of the property line) and small (8' x 8' max.) above ground spas or hot tubs are permitted, provided above ground spas incorporate skirting, walls, decks and landscaping. Location is subject to review and approval by the A.R.C.

**(Spas or Hot Tub may be permitted at the first or second level balconies of the Main Residences provided they are properly skirted and screened.)*

7 SUBMISSIONS AND APPROVAL

7.1 THE ARCHITECTURAL REVIEW COMMITTEE

Any and all development of individual lots within Muscogee Wharf must be approved by the Architectural Review Committee (A.R.C.). Complete plans and specifications must be submitted to the A.R.C. for review using the Residential Review Application Form included at the end of this section for formal application.

Failure of the A.R.C. to note noncompliance of Design Guideline requirements or Declaration of Covenants, Conditions and Restrictions does not relieve the owner of responsibility to meet these requirements. The Owner is responsible for conformance with the Design Guidelines and Declaration of Covenants, Conditions and Restrictions. Each house site at the Muscogee Wharf is unique due to the proximity to adjacent owners, waterfront access, and views. In order to utilize these features and to maintain the level of design quality established in the guidelines, the Owner shall be required to engage a licensed Architect to design and prepare construction drawings for each proposed residence.

Upon approval by the A.R.C., the Owner is responsible for conforming to the approved plan and specifications. To aid in the accurate execution of the approved plans and specifications, the Owner is required to retain the services of an Architect through completion of construction. Additions and alterations to the exterior of any approved structure will require approval from A.R.C. prior to construction of any such additions and alterations.

The Architectural Review Committee has the privilege of subjective judgment in evaluating those items which require A.R.C. approval, and therefore A.R.C. approval may be granted or withheld in the sole discretion of the A.R.C.

7.2 Submission Requirements. The Owner is required to submit complete and accurate design and construction documents for review by the A.R.C.

The A.R.C. will comment on early architectural sketches submitted by the Owner's Architect prior to the formal review. An informal pre-submittal review may be helpful to the Architect and is strongly recommended.

Subject to any additional requirements imposed by the A.R.C., minimum submittal requirements for each phase are as follows: (Note: additional information is encouraged)

1. **Conceptual Review.** This review, is required to insure the basic design proposed will comply with these guidelines. Three (3) copies of the following are needed:
 - a. Site Plan indicating setbacks, planned improvements, 1" = 20', minimum.
 - b. Floor Plan(s), 1/8" = 1'-0".
 - c. Elevations, 1/8" = 1'0".

2. **Final Review.** This review allows the A.R.C. to check the completed construction documents for conformance with the Architectural Guidelines only (conformance to all other applicable building codes and land use regulations is the responsibility of the Owner.) Four (4) copies of the following is needed:
 - a. Residential Review Application Form including the name, address, and phone number of the owner, architect and builder (as applicable).
 - b. A check in the amount of \$300.00 made payable to Muscogee Wharf, LLC, and mailed to the address below.
 - c. Site Plan, showing the locations and materials constituting all improvements, including landscape details, fencing, driveways, sidewalks, accessory structures, etc.
 - d. Floor Plans, 1/8"= 1'0", minimum.

- e. Elevations (all facades, all structures), $\frac{1}{4}$ " = 1'0"; must include wall material and corner trim dimensions.
- f. Detail indicating, columns, handrails, and guardrails, $\frac{1}{2}$ " = 1'0" minimum.
- g. Detail indicating eave, door trim, and window trim details, $\frac{1}{2}$ " = 1'0" minimum.
- h. Porch railing sections, 1" = 1'0" minimum.
- i. Roofing, exterior door, window, and exterior lighting schedules (including manufacturer cut sheets or photograph of lighting).
- j. Color samples of all exterior colors to be used.
- k. Landscape plan - $\frac{1}{8}$ " = 1'0" or greater showing all landscape improvements, plant materials and quantities, exterior decks or terraces, gazebos, greenhouses, pool structures, etc. A diagram of the irrigation system is also required.
- i. Outline specifications describing all materials to be used on the project. (When proposing alternate materials or design elements requiring special permission of the A.R.C., a request for an exception should be made with this submittal.)
- m. Construction deposit of \$5,000.00 to cover the cost of replacement and/or repair of any damage to the common areas of Muscogee Wharf.

The Architectural Review Committee will review each submittal and approve or disapprove it in writing with recommended revisions to those aspects of the plans that are unacceptable. The A.R.C. will review submission and respond within 21 days of receipt of review fee and submission requirements.

All submissions of plans for review by the A.R.C. must be received with a completed Residential Review Application Form and a check for the review fee in the amount of \$300.00, and a check for the \$5,000.00 construction deposit. This application and fee shall be paid during the Conceptual Review Phase.

Each submittal shall consist of four sets of project documents and supplementary material specifications, if not on the drawings.

Construction shall proceed only after written approval of the final set of drawings and specifications has been issued by the A.R.C. Unapproved changes that occur during actual construction that differ from approved design will require alterations at the Owner's expense to restore compliance with approved drawings.

The Owner has complete responsibility for compliance with all governing codes and ordinances. Approval by the A.R.C. shall not constitute approval by any other jurisdictional and/or local governmental agency.

Plans and specifications should be submitted to:

Architectural Review Committee
Muscogee Wharf, LLC
1401 East Belmont Street
Pensacola, Florida 32501

7.3 Residential Review Application Form

1. Applicant Information

Name: _____
Current Address: _____
Daytime Phone: _____ Fax: _____

2. Lot Information

Parcel/Lot #: _____
Lot Type: _____
FEMA FFE: _____

3. Structure Information

Square Footage of Main Residence: SF
Garage: SF
Total Square Footage: SF

4. Architect Information:

Firm Name: _____
Contact's Name: _____
Address: _____
Daytime Phone: _____ Fax: _____

Special Information

1. Does your submittal require a special review by the A.R.C. due to noncompliance? Yes No (Circle One)

If Yes , please briefly describe such request below.

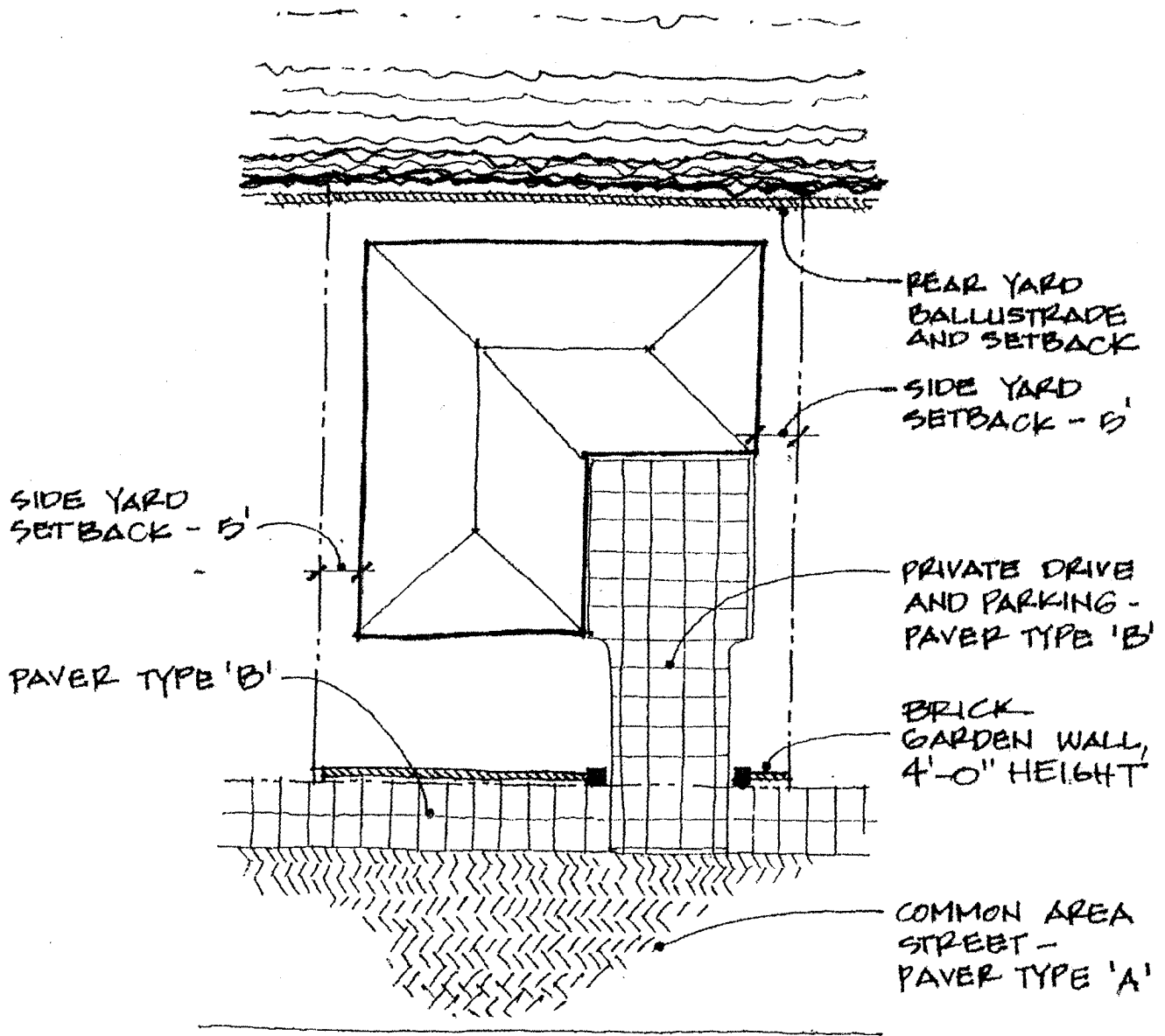
- To the best of my knowledge, this application and submission meets the requirements of the Muscogee Wharf Guidelines.

Signature

Date

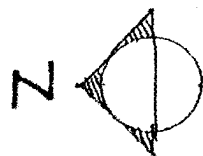
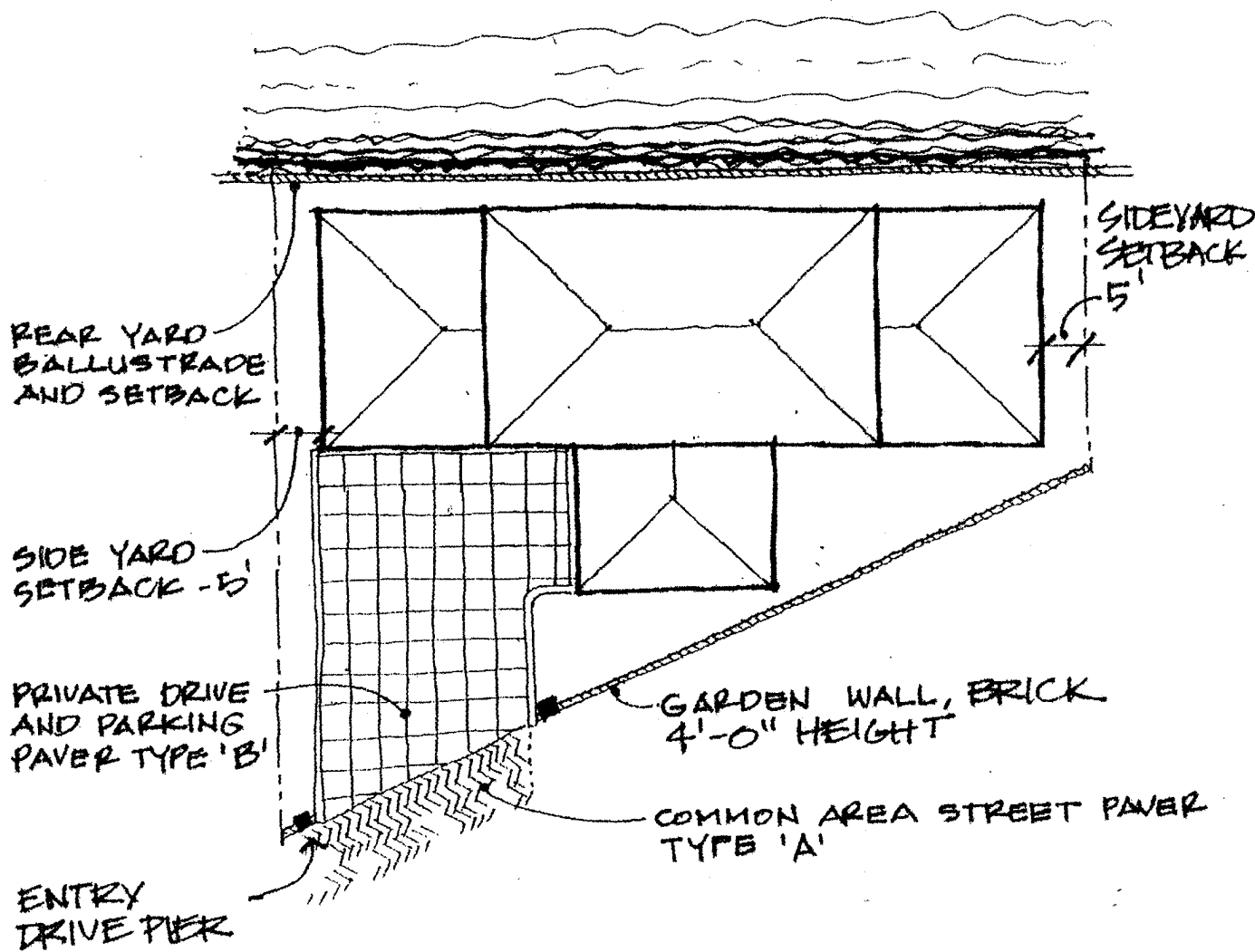
Note: Please enclose a check for \$300.00 to Muscogee Wharf, LLC for project review services.

8.0 BUILDABLE AREA/SETBACK EXHIBITS



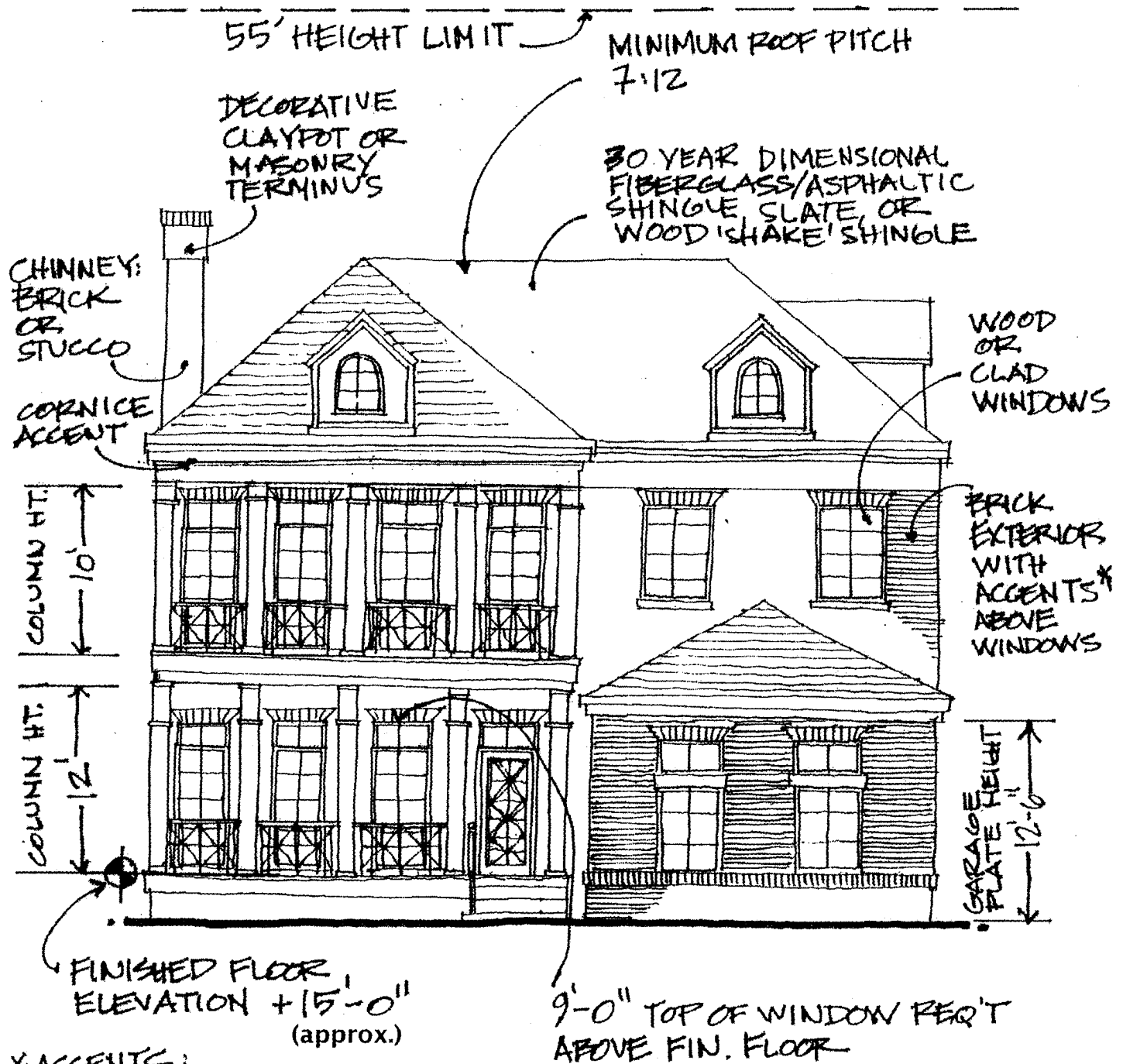
MUSCOGEE WHARF
COTTAGE LOT

8.0 BUILDABLE AREA/SETBACK EXHIBITS



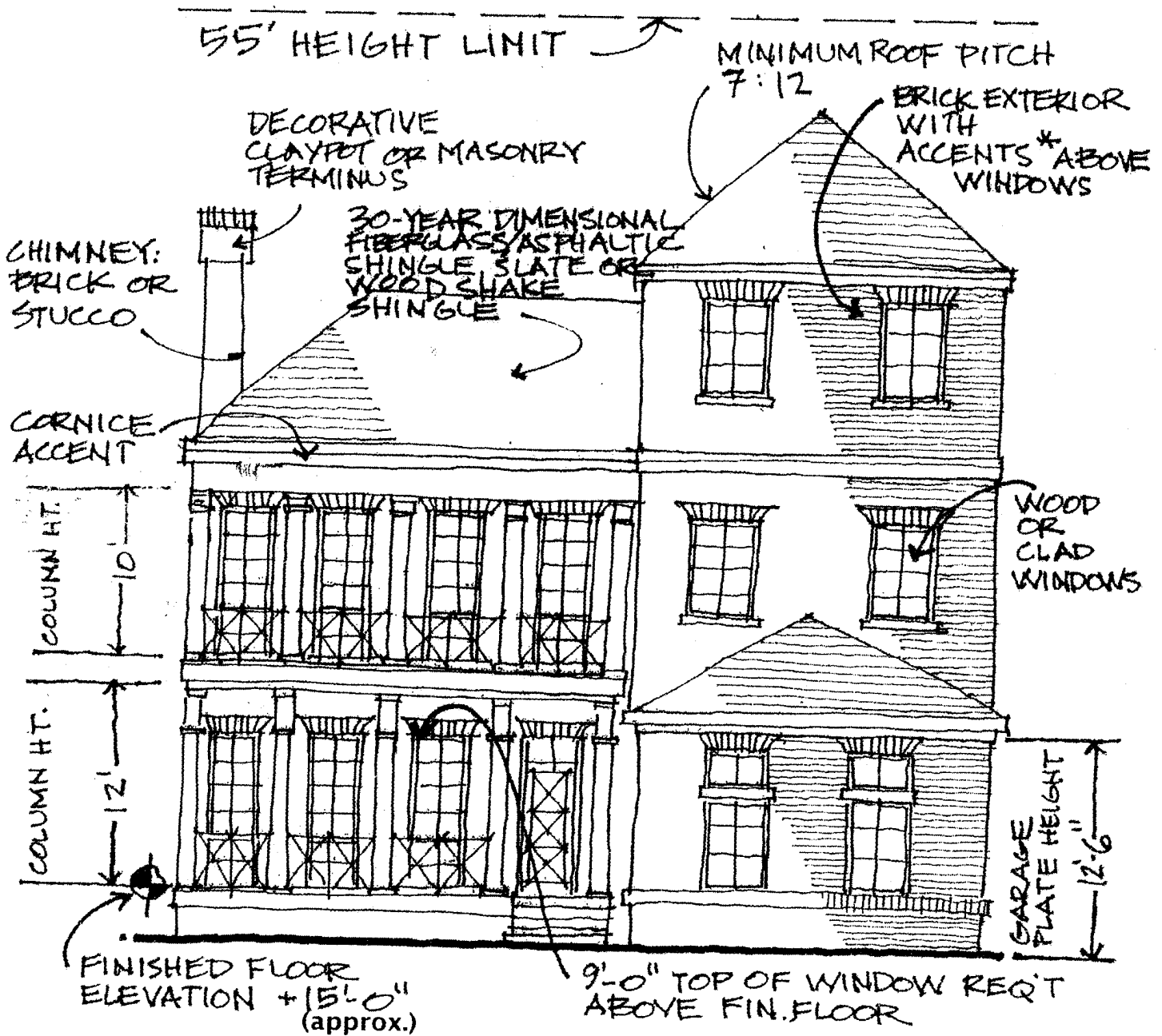
MUSCOGEE WHARF
ESTATE LOT

9.0 BUILDING EXTERIOR EXHIBITS



MUSCOGEE WHARF

9.0 BUILDING EXTERIOR EXHIBITS



MUSCOGEE WHARF

* ACCENTS:
TO BE DECORATIVE ELEMENTS
OR BRICK PATTERN OR PAINTED WOOD, EIFS, CAST STONE